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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 602/2025**

ABBOTT GMBH & ANR.

.....Plaintiffs

Through: Mr. Anirudh Bakru, Mr. Naqueeb
Nawab, Mr. Nippun Sharma, Mr.
Prakhar Singh & Mr. Vibhav Singh,
Advs.

versus

KNOLL HEALTHCARE PRIVATE LIMITED & ORS.....Defendants

Through: Ms. Zeba Tarannur Khan, Mr. Raghav
Bhalla & Mr. Bhavesh, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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01.12.2025

I.A. 14603/2025 (for stay)

1. This is an application under Order XXXIX Rule 1 and 2 of the Code of Civil Procedure, 1908 filed by the plaintiff seeking interim injunction against the defendants.
2. This order has been passed in continuation of order dated 30.05.2025, 23.07.2025 and 03.09.2025.
3. Learned counsel for the plaintiff states that defendant has emailed alternate proposals for utilisation of 80297 screw caps through its email dated 29.11.2025; and proposal (a) therein is acceptable to the plaintiff.
4. Learned counsel for the defendants clarifies that defendant nos. 1 and 2 are separate entities and the proposal circulated on 29.11.2025 will be binding on defendant no. 2 only.
5. The proposal for utilisation of the 80297 screw caps in pink agreed between the parties at (a) as recorded in the email dated 29.11.2025 read as



under: -

‘That apart from the Defendant No. 1, the Defendant No. 2 is manufacturing the Pink Lids for other entities and the above said stock of 80297 screw cap ‘pink’ does not bear the name of any entity or any medicine and the said Screw caps can be used by Defendant No. 2’

6. In view of the consent of the parties, defendant no. 2 is permitted to utilise the 80297 screw caps in the aforesaid manner.

7. Learned counsel for the parties’ state that the application can be disposed of in terms of this order and the undertaking of defendant recorded on 30.05.2025.

8. This application is disposed of, binding on defendants to their undertaking recorded vide order dated 30.05.2025 and the directions issued herein above.

CS(COMM) 602/2025

9. The present suit has been filed for permanent injunction restraining infringement of trademarks and passing off and other ancillary reliefs against the defendants.

10. Learned counsel for the plaintiff states that in view of the orders passed in the injunction application 14603/2025, he has instructions to state that the plaintiff would be satisfied if the suit can be disposed of by way of permanent injunction, and the plaintiff is not pressing for claims of damages and/or legal costs. He states that a decree for permanent injunction be granted in terms of prayer clauses 90 (a) and (b) of the plaint.

11. In response, learned counsel for the defendant states, on instructions, that the defendants have no objection to the suit being disposed of finally and a decree of permanent injunction only is passed against them; and in view of



the submissions of the plaintiff that they are not pressing for the claim of damages and legal costs.

12. In view of the aforesaid consent of the parties, the suit is decreed in terms of prayer clause at paragraph 90 (a) and (b) of the plaint. In addition, the injunction order dated 30.05.2025 is also final and shall bind the defendants. The remaining reliefs in the suit are dismissed as not pressed.

13. The Registry is directed to draw up a decree sheet in terms of this order.

Refund of Court Fees

14. Learned counsel appearing on behalf of the plaintiff prays that since the suit has been decreed at the initial stage, the Court may consider granting of partial refund of the court fee.

15. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of plaintiffs within four (4) weeks, in accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870.

16. Pending applications, if any, stand disposed of.

17. Further dates, if any, stand cancelled.

18. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of the order shall be insisted upon by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 1, 2025/ng/IB