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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 306/2018**
PARAMOUNT SURGIMED LIMITEDPlaintiff
Through: Mr. George Vithayathil, Advocate.

versus

PARAMOUNT HEALTHCARE & ANRDefendants
Through: Mr. Raghavendra Mohan Bajaj and
Mr. Kanav Agarwal, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
08.10.2025

I.A. 24955/2025

1. This is a joint Application on behalf of the Plaintiff and the Defendants under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Plaintiff and the Defendants have agreed to amicably resolve and settle the dispute on the Settlement Terms as under:

“(i) That the Defendants admit and acknowledge the prior and superior rights of the Plaintiff in the mark PARAMOUNT and its formatives.

“(ii) That the Defendants undertake to not manufacture, sell, offer for sale, advertise, publish, promote, use or in any manner deal with or under the mark PARAMOUNT and its formatives.

“(iii) That the Defendants are no longer using the name “Paramount Healthcare”. They undertake not to use the name PARAMOUNT or any name that is deceptively similar to the Plaintiff’s mark PARAMOUNT in any manner. The Defendant No. 1 undertakes to



change the firm name / close the firm within a period of 4 weeks from today, and not to use the company name Paramount Healthcare as a brand identifier for its products in the future also.

(iv) That the Defendant No. 1 undertakes to withdraw its Opposition filed against the Plaintiff's Trade Mark Application bearing number 1694401 in Class 5, which is pending before the Trade Marks Registry, within a period of 4 weeks from today.

(v) That the Defendants simultaneously at the time of execution of this application by the Plaintiff undertake to pay the Plaintiff an amount of INR 4,00,000/- (Rupees Four Lakhs Only) towards damages and costs incurred by the Plaintiff in the present matter, in full and final settlement of all the Plaintiff's claims in the present matter by Demand Draft (DD No. 237195 drawn on 26.08.2025 "Bank of Baroda, Akhabarnagar Ahmedabad Branch"). A copy of the aforesaid demand draft as accepted by the Plaintiff is annexed as DOCUMENT A.

(vi) The Authorised Representative of the Plaintiff and the Defendant No. 2 shall ensure that their Advocates are present in court to apprise the Hon'ble Court about the settlement and also undertake to be present in Court in case desired by the Hon'ble Court.

(vii) That the Plaintiff, taking into consideration the undertakings made by the Defendants in sub-paragraphs (i) to (iv) hereinabove, hereby undertakes to give up its claims for damages in the present suit except to the extent set out in (iv) above.

(viii) The undertakings given above by the Parties shall be binding upon execution of the captioned application on the parties (and their associates, representatives, successors, partners, employees, affiliates, and assignees-in-business).

That in case of any breach of the aforesaid terms, the Parties reserve their right to seek any remedies available to them in law and equity, including a right to revive the present suit and claim damages."

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.
4. Accordingly, the Parties are directed to comply with the Settlement



Terms as agreed between them. The Suit is decreed in terms of the Settlement Terms agreed between the Parties. Let the Decree Sheet be drawn accordingly.

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5. The Suit is disposed of in the above terms.

TEJAS KARIA, J

OCTOBER 8, 2025/sms