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

+ **CS(COMM) 761/2024**

MANKIND PHARMA LIMITEDPlaintiff

Through: Mr. Shashwat Rakshit, Adv.

versus

DERMA CONCEPTS & ORS.Defendants

Through: Counsel (appearance not given)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

07.04.2025

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I.A. 9054/2025 (*Order XXIII Rule 3 of the CPC*)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendants seeking a consent decree based on the terms of settlement as mentioned in para 3 of the present application, which is reproduced as under:-

"a. The Defendants acknowledge that the Plaintiff is the sole and exclusive proprietor of the trademark "MYCEPT" and has goodwill and reputation in the same;

b. The Defendants agree and undertake that they will not use the trade mark "MUCEPT" or any other trade mark in any manner possible, which may be identical to or deceptively similar with the Plaintiffs trade mark "MYCEPT";

c. The Defendants undertake to withdraw their impugned trade mark registration bearing registration no. 3457816 within 7 days from the date of the present settlement application and share the proof of the same with Plaintiff;

d. The Defendants also undertake to take down all the listings of the



impugned product under the impugned trade mark "MUCEPT" from their websites and all others acting for and on behalf of the Defendants, third party websites/ platforms and/ or from any other place on the internet;

e. The Defendants confirm that they have not filed any other application before the relevant authorities for claiming rights over the trade mark "MUCEPT" and further undertake that they will not file any such trade mark applications in the future;

f. That subject to the continued satisfaction of the terms and conditions agreed and undertaken by the Defendants, the Plaintiff agrees to not press for the reliefs of damages and rendition of accounts;

g. In view of the above terms and conditions, the present suit may be decreed in terms of the prayer clauses (a), (b), and (c) of the Plaint."

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendants.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in para 3 of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendants, prays that since the dispute *inter se* them have been settled, he would not press for the other applications and prays that the present suit be decreed in the terms of aforesaid settlement as mentioned in *para 3* of the aforesaid application.

7. Accordingly, the present suit is decreed in terms of the settlement



as recorded in *para 3* of the application bearing no. I.A. 9054/2025, which are reproduced hereinabove.

8. The plaintiff and the defendant shall remain bound by the terms of settlement as recorded hereinabove in *para 3* of the application bearing no. I.A. 9054/2025.

9. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably in terms of the Settlement Agreement hence the court fees paid by the plaintiff be refunded in terms of *Section 16* of The Court Fees Act, 1870.

10. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

11. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

12. Registry is directed to draw up Decree sheet accordingly.

13. Needless to mention, the aforesaid terms as mentioned in *para 3* of the application bearing no. I.A. 9054/2025, shall form a part of the decree sheet.

14. Accordingly, in view of the above, the present suit, alongwith the pending applications stands disposed of.

15. The date already fixed stands cancelled.

SAURABH BANERJEE, J

APRIL 7, 2025/bh