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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 947/2025**
SUN PHARMACEUTICAL INDUSTRIES LTD.Plaintiff
Through: Mr. Rohit Pradhan and Mr. Sachin
Gupta, Advocates.

versus
M/S SUN BIOTEC & ANR.Defendants
Through: Mr. Arumalla Venugopal Reddy,
partner of D2 and proprietor of D1 in
person.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
18.11.2025

I.A. 28765/2025

1. This is a joint Application filed 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 learned Counsel for the Plaintiff submits that during the pendency of the present Suit, the Parties have been able to amicably resolve the dispute and the Defendants have agreed that they will not manufacture, sell, offer for sale, advertise, directly or indirectly deal in medicinal and pharmaceutical preparations under the Marks, 'ROSUVAS' / 'ROSUVAS-F' and Trade Name / Corporate Name, 'SUN BIOTEC' or any other Trade Mark that may be phonetically, visually, structurally and deceptively similar to Marks, 'ROSUVAS' / 'ROSUVAS F' / 'ROSUVAS D' / 'ROSUVAS CV' / 'ROSUVAS EZ' and 'SUN' / 'SUN PHARMA' / 'SUN PHARMACEUTICALS'.



3. The Parties have also agreed on the following Settlement Terms:

“i. The Defendants hereby recognize the Plaintiff to be the proprietor of the trade marks ‘ROSUVAS’, ‘ROSUVAS F’, ‘ROSUVAS D’, ‘ROSUVAS CV’, ‘ROSUVAS EZ’, ‘SUN’, ‘SUN PHARMA’, and ‘SUN PHARMACEUTICALS’, thereby having the exclusive right to the use of the said trade marks;

ii. The Defendants confirm that they have ceased the use, manufacture, market, package, stock, distribute and sell the impugned goods, like goods, or any other goods of the impugned marks ‘ROSUVAS’ / ‘ROSUVAS-F’ and trade mark / trade name ‘SUN’, and shall refrain from applying for registration of similar or deceptively similar marks which may infringe the Plaintiff’s trade marks / trade names ‘ROSUVAS’, ‘ROSUVAS F’, ‘ROSUVAS D’, ‘ROSUVAS CV’, ‘ROSUVAS EZ’, ‘SUN’, ‘SUN PHARMA’, and ‘SUN PHARMACEUTICALS’. The Defendants also confirm that they had never filed any application for registration of the impugned marks before Trade Mark Registry;

iii. The Defendants agree and undertake to remove all the listings, if any, on various online websites, e-commerce platforms, online business directories, and social media handles and alike bearing the impugned trade marks ‘ROSUVAS’ / ‘ROSUVAS-F’ and trade style ‘SUN’ or any other trade mark which is / are deceptively similar to Plaintiff’s registered trademarks / trade names ‘ROSUVAS’, ‘ROSUVAS F’, ‘ROSUVAS D’, ‘ROSUVAS CV’, ‘ROSUVAS EZ’, and trading style ‘SUN’, ‘SUN PHARMA’, and ‘SUN PHARMACEUTICALS’.

iv. The Defendants undertake that they shall never challenge the Plaintiff’s trade marks, either directly or indirectly;

v. The Defendants confirm that they have destroyed all stationary, packaging, promotional and publicity material, and labels under the impugned marks;

vi. The Defendant No.2 states that they have already surrendered their drug license and the name of Defendant No.1 has been changed to M/s. Arumalla Drugs and Neutraceuticals;

vii. The Defendants have paid a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) to the Plaintiff by way of a bank draft bearing No. 683321, drawn on Indian Bank and dated 31.10.2025, towards the cost of the proceedings.



viii. *The Defendants confirm that they do not have any stocks of finished products / packaging material bearing the impugned marks;*

ix. *The Defendants confirm that apart from the batches of medicine having the impugned marks detailed below, no other batches have been manufactured or sold by the Defendants. The said batch details are as follows:-*

Product / Impugned mark	Batch No.	Batch Quantity	Mfg. Date	Expiry Date
ROSUVAS-F	RSF-2402	40,000 tablets	July 2024	June 2026

x. *The aforementioned undertakings have been tendered by the Sh. Arumalla Venugopal Reddy on behalf of both Defendants, who is an authorized individual to represent the Defendants in this matter, therefore, the same shall be binding on the Defendants, their proprietors, partners, their assignees in business, affiliates, associates, predecessors, successors in business, their licensees, franchisee, distributors, dealers, stockists, super-stockists, wholesalers, retailers / servants, agents and all person claiming through and / or under them or acting on their behalf for all times to come.*

xi. *The Defendants agree to pay the damages on account of prayer 53 (d) of the Complaint in case of breach of terms and conditions of this compromise.*

xii. *It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree in terms of Complaint prayer para 53, and direct return of full court fee to the Plaintiff."*

4. Accordingly, the learned Counsel for the Plaintiff submits that a Decree in terms of Prayer in Paragraph Nos. 53(a) and 53(b) of the Complaint as well as the Settlement Terms above may be passed.

5. The learned Counsel for the Plaintiff further submits that the Defendants have already sent a Demand Draft of ₹1,50,000/- (Rupees One Lakh Fifty Thousand Only) towards the costs in terms of Clause (vii) of the



Settlement Terms, which the Plaintiff has received.

6. Accordingly, the Suit is decreed in terms of Prayer in Paragraph Nos. 53(a) and 53(b) of the Plaint as well as the Settlement Terms as stated above. Let the Decree Sheet be drawn up accordingly.

7. The Suit along with all the pending Applications stands disposed of. The next date before the Court stands cancelled.

8. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

9. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

10. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

NOVEMBER 18, 2025/sms