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

+ **CS(COMM) 916/2024 & I.A. 42756/2024**

MANKIND PHARMA LIMITEDPlaintiff

Through: Ms. Saumya Bajpai, Adv.

versus

MANKIND AGRI SEEDSDefendant

Through: Mr. Hardik Sharma, Adv. (through
vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **29.07.2025**

1. The present suit has been filed seeking relief of permanent injunction for infringement of trademarks, passing off, dilution of trademarks, rendition of accounts, delivery up, damages etc.
2. Learned counsel for the parties jointly states that the parties have arrived at a settlement and a Settlement Agreement dated 10.07.2025 has been executed before the Delhi High Court Mediation and Conciliation Centre ['SAMADHAN'].
3. Learned counsel for the Plaintiff states that vide Settlement Agreement dated 10.07.2025, Defendant has acknowledged the Plaintiff's proprietary rights in the trademark 'Mankind' as recorded in clause (i) and (ii) of the aforesaid Agreement.
4. She prays that the suit may be decreed in terms of the prayer clause (a) of the captioned suit. She states that in view of the settlement the plaintiff is not pressing for reliefs of prayer clause (b), (c), (d) and (e) of the



captioned suit.

5. Learned counsel for the Defendant states that the Defendant has agreed to change its business name as recorded in clause (iii) of the Settlement Agreement dated 10.07.2025 and has no objection to the suit being decreed in terms of prayer clause (a) of the captioned suit.

6. Settlement Agreement dated 10.07.2025 executed between the parties has been received from the Registry.

7. This Court has heard the learned counsel for the Plaintiff and the Defendant No.1 and perused the Settlement Agreement dated 10.07.2025.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 (CPC) has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.

9. This Court is satisfied that the compromise between the parties as contained in the aforesaid Settlement Agreement dated 10.07.2025 satisfies the requirements of Order XXIII Rule 3 CPC.

10. The compromise contained in the aforesaid Settlement Agreement dated 10.07.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 10.07.2025.

11. The statements and undertaking given by the parties are accepted by



this Court and the parties are held bound by the same.

12. Consequently, the captioned suit is hereby decreed in terms of prayer clause (a) of the captioned suit.

13. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 10.07.2025 shall form part of the said decree.

14. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of Plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors²**.

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

16. Future dates, if any, stand cancelled.

17. 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 order shall be insisted by any authority/entity or litigant

MANMEET PRITAM SINGH ARORA, J

JULY 29, 2025/msh/AM

¹ (2010) 8 SCC 24.

² (2021) 3 SCC 560.