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

+ **CS(COMM) 1078/2024**

MANKIND PHARMA LIMITED

.....Plaintiff

Through: Mr. Ankur Sangal, Mr. Ankit Arvind,
Ms. Nidhi Pathak and Mr. Rishabh
Rao, Advocates.

versus

RAMKIND PHARMA PRIVATE LIMITED

.....Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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07.11.2025

I.A. 27573/2025

1. This is a joint Application filed on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.

2. The learned Counsel for the Parties submit that during the pendency of the present Suit, the Defendant has approached the Plaintiff for amicable settlement of the present dispute and the Parties have agreed to settle the present dispute as per the following terms:

“a. The Defendant acknowledges that the Plaintiff is the sole and exclusive proprietor of the well-known trade mark / trade name “MANKIND” “KIND” and its “KIND” formative trade marks;

b. The Defendant agrees and undertakes that it will not use the trade mark / trade name / corporate name “RAMKIND” / “VITCOKIND” / “ZEROKIND”, or any other variant of the said trade mark or any other trade mark / trade name / artistic work as may be identical to or deceptively similar with the Plaintiff's trade marks “MANKIND” / “KIND” / “KIND” formative trade marks;

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c. The Defendant has initiated the change of company name from 'RAMKIND PHARMA PRIVATE LIMITED' to VEDANUJ PHARMA PRIVATE LIMITED', the Defendant agrees and undertake to complete all the necessary compliance within six months.

d. The Defendant undertakes to withdraw the below mentioned impugned trade mark applications / registrations or any other trade mark application(s) / registration(s) which are identical or deceptively similar to the Plaintiff's trade marks "MANKIND" / "KIND" / "KIND" formative trade marks within 7 days from the date of the present settlement application –

S. No.	APPLICATION NO.	TRADE MARK	CLASS
1.	6664334	RAMKIND	3
2.	6384088	VITCOKINDXT	5
3.	6384091	ZEROKINDSP	5
4.	6384097	ZEROKINDP	5
5.	6386692	RAMKIND PHARMA PVT. LTD	5
6.	6386693		5
7.	6441408	ZEROKINDET	5
8.	6441407	ZEROKINDTH	5
9.	6664335	RAMKIND	10
10.	6386694	RAMKIND PHARMA PVT. LTD	35
11.	6386695		35

e. The Defendant undertakes to transfer the domain www.ramkindpharma.com to the Plaintiff;

f. The Defendant undertakes to takedown its listings under the trade mark / trade name "RAMKIND" / "VITCOKIND" / "ZEROKIND" and its variants and remove all references of the trade mark / trade name "RAMKIND" / "VITCOKIND" / "ZEROKIND" and its



variants from its social media pages, website and other third party websites or websites of its proprietor, partners or directors, as the case may be, its principal officers, distributors, licensees and agents, and all others acting for and on behalf of the Defendant within 60 days from the date of the present settlement application and will complete all the formalities within six month from the signing of this Agreement;

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

h. That subject to the continued satisfaction of the terms in the present application and conditions agreed and undertaken by the Defendant, the Plaintiff agrees to not press for the reliefs of damages and rendition of accounts;”

3. In view of the above, the learned Counsel for the Parties submit that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between the Parties.

4. Accordingly, the Parties are directed to be bound by 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.

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

6. Accordingly, the present Application stands disposed of.

7. 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 7, 2025/sms