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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1225/2025, I.A. 28370/2025, I.A. 28371/2025, I.A. 28372/2025 & I.A. 28373/2025

HIMALAYA GLOBAL HOLDINGS LTD & ANR.Plaintiffs
Through: Mr. Vishal Nagpal, Ms. Suhrita Majumdar, Mr. Debjyoti Sarkar, Mr. Bal Krishan Singh and Ms. Swastika Nandy, Advocates.

versus

HIMCURE PHARMACEUTICALS PRIVATE LIMITEDDefendant
Through: Mr. Bhuvneshwar Tyagi, Advocate.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
26.11.2025

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1. Pursuant to order dated 14.11.2025, the learned Counsel for the Defendant submits that the Defendant has filed an Undertaking-cum-Affidavit dated 19.11.2025 (“**Undertaking-cum-Affidavit**”). As per the said Undertaking-cum-Affidavit filed by the Director of the Defendant, it is stated that the Defendant shall stop using the Trade Marks,

 ,  , and ‘Liv’ (“**Impugned Marks**”) in the alleged manner and style in the present Suit. It is further stated that the Defendant shall use the word, ‘HIMCURE’ in a different manner. However, the Defendant shall use the Word Mark, ‘HIMCURE’ in different manner, which is not similar to the Plaintiffs’ Marks,



2. It is further stated in the Undertaking-cum-Affidavit that the Defendant shall proceed for surrendering the Impugned Marks and introduce a new Mark. The Defendant has also filed the complete and true details of the existing stock of the company along with this Undertaking-cum-Affidavit as Annexure-A and Annexure-B as directed *vide* order dated 14.11.2025.
3. The learned Counsel for the Plaintiffs submits that the Suit can be decreed in terms of the Undertaking-cum-Affidavit given by the Defendant. However, the Defendant is still using the Impugned Marks, on their website and social media platforms.
4. The learned Counsel for the Defendant submits that the Defendant shall take time to take down the online use of the Impugned Marks,
5. It is directed that the Defendant shall forthwith stop using the Impugned Marks on all the online platforms including the Defendant's own website as well as the social media platforms within a period of two weeks.
6. Further, it is observed that the Undertaking-cum-Affidavit is not clear



in terms of stopping the use of the Impugned Marks completely and changing the manner of use of the Trade Mark as under:

Himcure,

7. The said change shall be effected within a period of four weeks on all the products of the Defendant. The Defendant shall completely cease using

Himcure™, **H**

the Impugned Marks, ‘**Himcure™**’, ‘**H**’ and ‘Liv’ altogether within the said period.

8. The Suit is decreed in terms of the above directions. The Parties shall be bound by the aforesaid directions. Let the Decree Sheet be drawn accordingly.

9. As regards the prayer for declaring ‘Liv.52’ as a well-known Trade Mark, the same shall be considered in an appropriate case.

10. The Suit is disposed of in the aforesaid terms. All the pending Applications also stand disposed of.

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

12. 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 Plaintiffs, in terms of Section 16 of the Court Fees Act, 1870.

13. 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 26, 2025/sms