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

+ **CS(COMM) 1136/2024**

MANKIND PHARMA LIMITED

.....Plaintiff

Through: Mr. Shashwat Rakshit, Adv.

versus

AS LIFEKIND PHARMA & ORS.

.....Defendants

Through: Mr. Azarudin, Adv. for D-1.
(through VC)

Mr. Sirajudin, S., Adv. (through
VC)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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29.05.2025

I.A. 13968/2025-under Oder XXIII Rule 3 of 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 herein as under:-

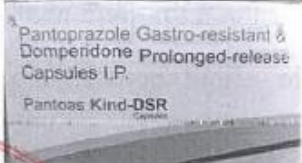
"a The Defendants acknowledge that the Plaintiff is the sole and exclusive proprietor of the trade marks "MANKIND" / "KIND"/ "KIND" formative trade marks including "DERMAKIND"/ "PANTAKIND" and has goodwill and reputation in the said trade marks;

b. The Defendants agree and undertake that they will not use the trade mark/ trade name I corporate name "LIFEKIND"/ "AS LIFEKIND PHARMA" and the trade marks "PANTOASKIND" / "ASKIND"/ "RENEVEKIND"/ "FEXOKIND"/ "MUIKIND"/ "DERMICKIND", or any other trade mark/ trade name as may be identical to or deceptively similar with the Plaintiff's trade marks "MANKIND"/ "KIND" and/or "KIND" formative trade marks;



c. The Defendants undertake that they have applied for the change of business name "AS LIFEKIND PHARMA" to "LIFECYTE PHARMA" and submitted relevant application(s) before relevant authorities for the same and shall not use the any trade name/ corporate name consisting of Plaintiff's registered trade marks;

d. The Defendants agree and undertake to withdraw the below mentioned trade mark applications or any other trade mark application(s)/ registration(s) which is identical or deceptively similar to the Plaintiff's trade marks "MANKIND", "KIND" / "KIND" formative trade marks within 15 days from the date of the present settlement application and further undertake to not file any such trade mark application(s) in the future;

S. No	Trade Mark	Application No.	Date of Application
1.		6141011	09/10/2023
2.		6310674	20/02/2024
3.	Renevekind plus	6145374	11/10/2023
4.		6271748	24/01/2024
5.		6271716	24/01/2024
6.	Dermickind-kt5 cream	6342919	12/03/2024

e. The Defendants undertake to take steps to transfer the domain name <https://lifekindpharra.in/index.html> to the Plaintiff within 15 days from the date of the present settlement application;



f. The Defendants undertake to takedown their listings under the trade mark / trade name "LIFEKIND"/ "AS LIFEKIND PHARMA"/ "PANTOASKIND" / "ASKIND"/ "RENEVEKIND"/ "FEXOKIND"/ "MUPIKIND"/ "DERMICKIND" and remove all references of the trade mark/ trade name "LIFEKIND"/ "AS LIFEKIND PHARMA"/ "PANTOASKIND"/ "ASKIND"/ "RENEVEKIND"/ "FEXOKIND"/ "MUPIKIND"/ "DERMICKIND" from its social media pages, website and other third party 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 Defendants within 15 days from the date of the present settlement application.

g. The Defendants undertake to handover all the infringing products available with the Defendants under the trade mark/ trade name "LIFEKIND"/ "AS LIFEKIND PHARMA"/ "PANTOASKIND" / "ASKIND"/ "RENEVEKIND"/ "FEXOKIND"/ "MUPIKIND"/ "DERMICKIND" in their possession to the Plaintiff's representative within a period of 7 days from execution of the present application;

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

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

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 defendants and finds them to be lawful.

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



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6. 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 amicably, the present suit be decreed in the terms of aforesaid settlement as mentioned in *para 3* of the application bearing no. I.A. 13968/2025.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in *para 3* of the application bearing no. I.A. 13968/2025, which are reproduced hereinabove.

8. Needless to say, that the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in *para 3* of the application bearing no. I.A. 13968/2025.

9. The Registry is directed to draw up Decree sheet accordingly.

10. Needless to mention, the aforesaid terms as mentioned in *para 3* of the application bearing no. I.A. 13968/2025, shall form a part of the decree sheet.

11. At this stage, learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

12. 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 50% of the Court fees paid by the plaintiff is deemed justifiable.

13. Let a Certificate of refund of 50% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned



counsel for the plaintiff.

14. Accordingly, in view of the above, the present suit alongwith pending applications, if any, stand disposed of.

15. The date already fixed stands cancelled.

SAURABH BANERJEE, J

MAY 29, 2025/bh