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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 1366/2025, I.A. 31881/2025, I.A. 31882/2025, I.A. 31883/2025 & I.A. 31884/2025

**J. B. CHEMICALS AND PHARMACEUTICALS
LIMITED**

.....Plaintiff

Through: Mr. Prithvi Singh, Mr. Prithvi Gulati,
Mr. Ritwik Marwaha & Ms. Vanshika
Singh, Advocates.

versus

AVINASH SINGH MEHRA

.....Defendant

Through: Mr. Hemant Daswani, Ms. Saumya
Bajpai, Ms. Pranjal & Mr. Kunal
Prakash, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

23.12.2025

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1. Vide order dated 19.12.2025, it was directed as under:

"1. The learned Counsel for the Defendant appearing on advance service, on instructions, makes a statement that subject to the Plaintiff giving up the Prayer for damages and costs, the Defendant is ready to suffer a Decree in terms of Prayer in Paragraph No. 43 (a), (b), (c) and (d) of the Plaint.

2. The learned Counsel for the Plaintiff seeks time to take instructions in this regard.

3. In the meanwhile, the Defendant shall file an Affidavit of Undertaking upon advance service to the learned Counsel for the Plaintiff, stating that the Defendant is willing to suffer a Decree for permanent injunction as per the Prayer in Paragraph No. 43 (a), (b), (c) and (d) of the Plaint on or before 22.12.2025.

4. List for further directions on 23.12.2025 in Supplementary List."



2. Pursuant to the above direction, the Defendant has filed an Affidavit dated 20.12.2025 (“**Affidavit**”) has stated as under:

“4) I state that the last manufacturing for goods under the mark RANCRAFT took place in November, 2025.

5) I state that immediately upon the receipt of the suit paperbook, Defendant on December 18, 2025 has duly communicated with its manufacturer to destroy the existing stocks of goods under the mark RANCRAFT. Copy of purchase return dated December 18, 2025 addressed to the manufacturer to destroy the stocks of goods under the mark RANCRAFT along-with E-Way bill dated December 19, 2025 is annexed hereto and filed as Document - B. I state that I do not have in my possession any other goods bearing the impugned mark RANCRAFT. The only stock of goods available in the market is the stock already sold by me prior to December 19, 2025 over which I do not have any control whatsoever.

6) I state that the Defendant is voluntarily withdrawing the registration for the mark RANCRAFT, Registration No.6450201 in Class 5 for 'Pharmaceutical and Medicinal Preparations' which was filed on May 25, 2024. Copy of cancellation of trade mark for RANCRAFT, Registration No.6450201 is annexed hereto and filed as Document- C.

7) I undertake that I shall refrain from using the impugned mark RANCRAFT in relation to ranitidine tablets or any other mark identical to or deceptively similar to the Plaintiff’s registered trademark RANRAFT and also the trade dress under the impugned mark in relation to ranitidine tablets which is deceptively similar to the Plaintiffs trade dress RANTAC in relation to ranitidine tablets.”

3. In view of the above undertaking given by way of an Affidavit, the learned Counsel for the Plaintiff, on instructions, submits that the Plaintiff has no objection, if the Suit can be Decreed in terms of Paragraph Nos. 43 (a), (b), (c) and (d) of the Plaint and does not wish to press the relief for the damages and costs.



4. Accordingly, the Suit is Decreed in terms of the undertaking given in the Affidavit as well as Prayer in Paragraph No. 43 (a), (b), (c) and (d) of the Plaint. Let the Decree Sheet be drawn up accordingly. The Suit and all pending Applications also stand disposed of.

5. In view of the fact that 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.

6. 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 undertaking given by way of an Affidavit / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

DECEMBER 23, 2025/ 'A'