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

+ **CS(COMM) 142/2023**

REXCIN PHARMACEUTICALS PVT. LTD.Plaintiff

Through: Mr. Sachin Gupta, Ms. Prashansa singh,
Mr. Rohit Pradhan, Ms. Mahima
Chanchalani, Mr. Rajat Jain, Mr. Ajay
and Mrs. Archana, Advocates.

versus

REKIN PHARMA PVT LTDDefendant

Through: Mr. Amit Kumar, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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29.05.2026

I.A. 15528/2026

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed jointly by both the parties.

2. Learned counsel for parties state that *inter-se* disputes have been resolved amicably. The terms of settlement have been reduced into writing and recorded in para 4 (i) to para 4 (x) of the present application, which are reproduced hereunder:

“4. In order to bring quietus to the dispute between the parties and to avoid further litigation, the parties have amicably resolved their disputes and have agreed to settle the matter on the following terms and conditions:

i. The Plaintiff shall continue to remain the proprietor of its registered trade mark 'REXCIN' and the statutory rights emanating therefrom.

ii. The Defendant shall continue to remain the proprietor of its registered trade mark 'REKIN' I 'REKIN-SP' and the statutory rights emanating therefrom.

iii. Both parties agree that each party shall retain and continue to use their



respective registered trade marks in accordance with law.

- iv. The Plaintiff undertakes to withdraw Opposition No. 1171282 filed against the Defendant's trade mark application No. 4102886 for the mark 'REKIN' in Class 35, which is presently pending before the Trade Marks Registry.*
- v. Both parties further agree that neither party shall challenge, oppose, seek rectification or cancellation of the other party's existing trade mark registrations relating to the marks forming the subject matter of the present dispute.*
- vi. The parties further agree that the matter is being settled without any order as to costs and without payment of damages by either party.*
- vii. The parties agree that the present settlement has been entered into voluntarily and amicably, without admission of liability by either party.*
- viii. The parties agree that upon recording of the present compromise, all disputes between the parties arising out of the subject matter of the present proceedings shall stand fully and finally resolved.*
- ix. The undertakings contained herein shall be binding upon the parties, their directors, partners, proprietors, successors, assigns, affiliates, licensees, distributors, dealers, agents and all persons acting on their behalf. x. It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree in terms of the settlement, and direct return of full court fee to the plaintiff."*

3. The present application has been supported by the affidavits of the authorised representative of the plaintiff as also the defendant.

4. The compliances are stated to be complete.

5. This Court has perused the terms of the settlement and they seem to be lawful. The terms of the settlement appear to be within the contours of Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908. There is no impediment in case the suit is decreed in terms thereof.

6. The parties shall remain bound by the terms of the settlement.

7. The decree sheet be drawn up in terms of para 4 (i) to para 4 (x) of the present application.



8. The Court Fees shall be refunded to the plaintiff under the provisions of Section 16 of the Court Fees, 1870 read with Court Fees (Delhi Amendment), 2026 upon completion of all the formalities, as per rules.

9. The suit is decreed and disposed of alongwith all the pending applications, if any.

TUSHAR RAO GEDELA, J

MAY 29, 2026

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