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

+ **CS(COMM) 273/2026**

MANKIND PHARMA LIMITED & ANR.Plaintiffs
Through: Ms Pallavi Shali, Mr. Prateush
Sharma and Ms Nidhi, Advocates.

versus

OASIS BIO BLOOM LLP & ORS.Defendants
Through: Mr. Aman Goyal, AR of D1 to D4.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

% **29.05.2026**

I.A. 15560/2026

1. This application is filed jointly on behalf of the Plaintiffs and Defendants No.1 to 4 under Order XXIII Rule 3 read with Section 151 CPC for recordal of settlement between the parties.
2. This suit was instituted by the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendants and all others acting on their behalf from manufacturing, exporting, selling, offering for sale, advertising, directly or indirectly dealing in any goods and services under the impugned trademark 'KABZ END' and or any other trademark as may be identical to or deceptively similar with Plaintiffs' registered trademark 'MANKIND'S KABZ END' so as to cause infringement of trademark.
3. During the pendency of the suit parties have settled their *inter se* disputes and terms of settlement are incorporated in paragraph 3 of the application. For ready reference, terms of settlement are extracted



hereunder:-

“3. That during the pendency of the present suit, the Defendant Nos 1 to 4 (hereinafter referred to as "Defendants") have approached the Plaintiffs to amicably settle the dispute as per the following terms:

a. The Defendants acknowledge that the Plaintiffs are the sole and exclusive proprietor of the trade marks "KABZ END"/"MANKIND'S



KABZ END/ as also the owners of copyright in the



artistic work of the Plaintiffs' trade dress and have immense goodwill and reputation in the same;

b. The Defendants agree and undertake that they shall forthwith not manufacture, sell, supply, market, offer for sale, use in any manner, advertise, distribute and/or directly or indirectly deal in any goods and services under the impugned trade mark "KABZ END"/



or any other trade mark / artistic work as may be identical to or deceptively similar with the Plaintiffs trade marks/artistic work "KABZ END"/"MANKIND'S KABZ END"/



c. The Defendants undertake to withdraw any copyright or trade mark application(s) / registration(s) filed by them which may be identical to or deceptively similar with Plaintiffs trade marks / artistic work



"KABZ END" / "MANKIND'S KABZ END" /



within 7 days from the date of the present settlement Application and further undertake that they will not file any such application(s) in the future;

d. The Defendants undertake to take down all the listings of the products under the impugned trade mark "KABZ END"



/ from its website and other third-party e-commerce websites/platforms including www.indiamart.com and www.amazon.in or websites of its proprietors, 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 No. 1 - 4, within two (2) weeks of this settlement;

e. The Parties acknowledge that during the Local Commission proceedings carried out at the premises of the Defendants on 31 March 2026, the following stock of the Defendants' product under the



impugned trade mark "KABZ END" / were found:



S. No.	Articles	Quantity
1.	Sealed cartons with 96 bottles each	4512
2.	Opened cartons with sealed bottles	56
3.	Stock of sealed bottles stored at Amazon Fulfilment Center	68
TOTAL		4636

The Defendants hereby confirm that apart from the above stock of the impugned product under the impugned trade mark "KABZ



END"/ there exists no other stock of the said product.

f. The Parties agree that the Defendants shall be permitted to dispose of the aforesaid stock of 4636 (four thousand six hundred and thirty-six) bottles bearing the impugned trade mark "KABZ



END"/ as mentioned in paragraph 2(e) above, provided that the Defendants comply with the following:

i. The Defendants shall completely remove and destroy all existing labels affixed on the said bottles that display the impugned trade



mark "KABZ END"/ and/or any trade mark, artistic work, or packaging that is identical to or deceptively similar with the Plaintiff's trade marks I artistic work, before any bottle from the said stock is sold, supplied, or distributed;

ii. The new labels affixed on the said bottles shall not, in any manner, incorporate the impugned trade mark "KABZ



END"/ or any mark, device, logo, or artistic work identical to or deceptively similar with the Plaintiff's trade marks/artistic work "KABZ END"/"MANKIND'S KABZ



END"/

iii. The Defendants agree that the revised label, duly approved by the Plaintiffs, shall be used for the purpose of re-labelling, and the Defendants shall not make any modification thereto without the prior written consent of the Plaintiffs. A copy of the specimen approved by the Plaintiff to be relabelled by the Defendants is annexed herewith as Document-1.

g. That subject to the continued satisfaction of the terms and conditions agreed and undertaken by the Defendants, the Plaintiffs agree to not press for the reliefs of damages and costs against the Defendants;

h. In view of the above terms and conditions, the present suit may be decreed qua Defendant Nos. 1 to 4 in terms of the prayer clauses (a), (b), (c), (d) and (e) of the Plaint.

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. Counsel for the Plaintiffs, on instructions, does not press any relief



against Defendant No.5. The suit is decreed in favour of the Plaintiffs *qua* Defendants No. 1 to 4 in terms of settlement and paragraphs 59(a) to (e) of the plaint. The terms shall form part of the decree and bind the parties thereto.

6. Registry is directed to draw up the decree sheet.
7. Suit stands disposed of along with pending application.
8. Plaintiffs are held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.
9. Date of 14.09.2026 stands cancelled.

JYOTI SINGH, J

MAY 29, 2026/YA