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

+ **CS(COMM) 192/2022**

MANKIND PHARMA LIMITEDPlaintiff

Through: Mr. Hemant Daswani, Ms. Soumya
Bajpai and Ms. Pranjal, Advocates.

versus

TATA MEDICAL AND DIAGNOSTICS LIMITEDDefendant

Through: Ms. Deepika Pokharia and Ms. Arushi
Mann, Advocates.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **04.02.2026**

I.A. 3108/2026 (For disposal of Suit)

1. This is an application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 filed jointly on behalf of the plaintiff as also the defendant seeking disposal of the Suit on the basis of the Settlement Agreement arrived at between the parties.

2. Learned counsel for the parties submit that the disputes between the parties have been amicably resolved and the terms of Settlement have been reduced into writing and are enumerated in para 2 of the application.

3. The terms of the Settlement contain in para 2 of the application are extracted hereunder:-

"2. With a view to put an end to a potentially long litigation, and to mitigate the losses already suffered by the Plaintiff, the parties have amicably and mutually agreed to the following terms of settlement:

a) Defendant have already discontinued the use of the mark OMISURE pertaining to RT-PCR Kit.

b) Defendant undertakes not to adopt and/or use and/or apply for registration of the mark OMISURE or any other deceptively similar mark which infringes the Plaintiff's mark OMIPURE at



any point of time pertaining to RT-PCR Kit, diagnostic kits and/or any other pharmaceutical and medicinal preparations.

c) Subject to the said declarations, assurances and undertakings made herein by the Defendant, the Plaintiff has agreed to forgo their claim for damages, costs etc. as claimed in the suit against the Defendant.

d) The Parties have agreed that the Commercial Suit for infringement of trade marks, rendition of accounts, damages, etc. being C.S.(COMM.) No. 192 of 2022 be decreed by the Hon'ble High Court of Delhi in terms of the present Application whilst binding all parties to the undertakings given hereinabove in the present Application.

e) By signing the present Application, the Parties hereto state that they have no further claims or demands against each other in relation to the subject matter of the present suit and all the disputes and differences in the present suit have been amicably settled by the Parties hereto through the present Application."

4. Learned counsel for the parties also submit that the compliances required in the Settlement Agreement are already completed and nothing remains further to be complied with.

5. This Court has perused the terms of the Settlement Agreement and finds that the same are lawful and within the parameters of the provisions of Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908. The terms of the Settlement Agreement are taken on record.

6. The parties are bound to the terms of the Settlement Agreement.

7. In terms of the said Settlement terms, the Suit is decreed.

8. Let a decree sheet be drawn up accordingly.

9. The Suit is decreed and disposed of alongwith pending applications accordingly.

TUSHAR RAO GEDELA, J

FEBRUARY 4, 2026

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