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

+ **CS(COMM) 246/2024 & I.As. 6537/2024, 6538/2024**

MANKIND PHARMA LIMITED

.....Plaintiff

Through: Ms. Saumya Bajpai, Advocate.

versus

PASSIFLORA PHARMACEUTICALS

.....Defendant

Through: Mr. Akshay Ravi, Advocate.

Defendant in person through VC.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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08.01.2026

1. Present suit was instituted by the Plaintiff against the Defendant *inter alia* for permanent injunction restraining the Defendant from infringing trade mark 'FLORA', which Plaintiff adopted in 1995 in respect of medicinal and pharmaceutical preparations and for which registration was obtained on 01.05.2007 in Class 5 under registration no. 1554350. Plaintiff has been selling its goods under the said trade mark since 1995. Defendant filed an application for registration of trade mark 'PASSIFLORA PHARMACEUTICALS' on 14.06.2022 and Plaintiff filed notice of opposition before the Registrar of Trade Marks on 11.01.2023. Subsequent thereto, Plaintiff filed the present suit for injunction, rendition of accounts and damages.

2. During the pendency of the suit, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where the



parties have amicably settled their *inter se* disputes and Settlement Agreement has been executed on 26.11.2025 incorporating the terms of settlement, copy of which has been placed on record.

3. Learned counsels for the parties jointly submit that the suit be decreed in terms of the settlement, which are extracted hereunder for ready reference:-

“NOW THEREFORE the parties have agreed to resolve all their disputes and differences amicably on the following terms: -

*a. Second Party/Defendant acknowledges the proprietary rights of the First Party/Plaintiffs registered trade mark **FLORA** and undertake neither to adopt nor to use any other mark deceptively similar to that of FLORA, which infringes the First Party/Plaintiffs mark FLORA at any point or time, nor to challenge the validity of any such mark at any time.*

*b. The Second Party undertakes and assures that it has already changed its business's name from **PASSIFLORA PHARMACEUTICALS** to **BAUHINIA PHARMA**. Copy of Registration certificate 28.02.2022 vide Registration No. 29BUYPN8185N1Z3 registered with the GST Department evidencing change of name of the Second Party/Defendant are marked and annexed herewith as **ANNEXURE-C**.*

*c. The Second Party undertakes and assures that it has already filed for withdrawal of the impugned trade name/trade mark **PASSIFLORA PHARMACEUTICAL** Sunder number 5488695 dated June 14, 2022, before Ld. Trade Marks Registry. Copy of the withdrawal letter filed before Ld. Trade Marks Registry on behalf of the Second Party/Defendant is marked and annexed herewith as **ANNEXURE-D**.*

d. The Second Party further undertakes and assures that it will not apply for registration of any trademark in future wherein the trademark "FLORA" or any other mark which is deceptively and confusingly similar to "FLORA" either by themselves or through their dealers, distributors, stockist, agents, associates, employees, servants, and/or assignees or anyone acting under their instructions or under their direct control.

e. The present Settlement Agreement is full and final, and no disputes and differences between the parties and no claims, demands, benefits, rights of the First Party/Plaintiff, including those relating to the claim



of damages as demanded in the Complaint shall survive against the Second Party/Defendant. However, if the terms of settlement are breached by the Second Party/Defendant, the First Party/Plaintiff can take all the legal remedies available under law as may be permissible including contempt of the Court.

f. That the Parties agree to make a joint request in view of the above undertakings and acknowledgements that the present suit, being CS (COMM) 246 of 2024, may be decreed by the Hon'ble Court in terms of the present Settlement Agreement.

g. The First Party may seek appropriate orders for refund of Court Fees under section 16 of the court fees Act 1870 from the Hon'ble court and Second Party shall have no objection to the same.

h. The Parties hereto confirm and declare that they have voluntarily and of their own respective free will have arrived at this Settlement Agreement in the presence of the Mediator and that the same shall be binding on their proprietors, successors, directors, executives, partners, subsequent assignees etc. as the case may be and all those acting for and on their behalf.

i. By signing this Settlement Agreement, 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 process of Mediation.

j. That the parties hereby acknowledge that they have carefully read and understood the terms of the present Settlement Agreement and undertake to abide by the terms and conditions recorded in the present Settlement Agreement, at all times in future. Also, the terms and conditions of the present Settlement Agreement has been read over and explained by the Mediator to the parties in the presence of their counsels and they have agreed and understood to the same in its true letter and spirit."

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in terms of the settlement, which shall form a part of the decree and the terms therein shall bind the parties to the settlement.

5. Registry is directed to draw up the decree sheet. Suit stands disposed of along with pending applications.



6. Plaintiff is held entitled to refund of entire court fee in accordance with Court Fees Act, 1870.

JYOTI SINGH, J

JANUARY 8, 2026

S.Sharma