



\$~34

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

+ **CS(COMM) 263/2025 & I.A. 7649/2025**

MANKIND PHARMA LIMITED

.....Plaintiff

Through: Ms. Saumya Bajpai, Advocate.

versus

AKMAN WELLNESS PRIVATE LIMITED

.....Defendant

Through: Mr. Amit Tomar, Advocate.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

13.04.2026

%

1. This suit is instituted by the Plaintiff seeking a decree of permanent injunction restraining the Defendant and all others acting on its behalf from using the impugned mark AkMANNoBlok or any other trademark deceptively similar to Plaintiff's registered trademark NOBLOK under Registration No. 1038544, amongst other reliefs.

2. Case of the Plaintiff is that it sells medicine under the mark NOBLOK since 2001 and in the financial year 2023-24, Plaintiff achieved sales of Rs.1660.54 lakhs as authenticated by Chartered Accountant certificates filed on record. On 07.10.2024, Plaintiff learnt that Defendant was marketing medicinal and pharmaceutical preparations bearing the trademark AkMAN NoBlok SYRUP and while adopting the mark Defendant cleverly uses the mark AkMAN in a smaller font compared to the mark NoBlok, which is written in a prominent manner using a larger font size and therefore, the impression that goes to the consumers is that the impugned products have an



association with the Plaintiff. It is stated in the plaint that while Defendant has obtained registration of the mark AkMANNoBlok on 26.01.2020 on a 'proposed to be used' basis it is deliberately using the marks AkMAN and NoBlok separately to create confusion and the word NoBlok is mentioned as registered ®. It is also stated that Plaintiff has taken steps to file cancellation against the registration granted in favour of the Defendant.

3. By order dated 25.03.2025, Court restrained the Defendant and all others acting on its behalf from using the impugned mark NOBLOK or any other mark deceptively similar to Plaintiff's registered trademark NOBLOK by *ex parte* ad interim order and appointed a Local Commissioner. The interim order has continued till date.

4. During the pendency of the suit, parties were referred for mediation before the Delhi High Court Mediation and Conciliation Centre, where they have amicably resolved their *inter se* disputes and executed a Settlement Agreement dated 15.12.2025, incorporating the terms of settlement, copy of which is handed over in Court and with the consent of counsels for the parties, taken on record.

5. As per the agreement, Defendant has acknowledged Plaintiff's proprietary rights in the trademark NOBLOK and/or any other mark deceptively similar thereto and has undertaken not to use the same directly or indirectly in any medicinal, pharmaceutical and veterinary preparations under the impugned mark or any other mark similar/deceptively similar thereto either itself or through its dealers, distributors, stockists, agents, associates, employees and/or assignees. Defendant has also undertaken to initiate steps towards cancellation of registration of impugned trademark AkMANNoBlok registered under no. 4420437 dated 26.01.2020.



6. Learned counsel for the Defendant, on instructions, submits that steps will be taken towards cancellation of the registration within one week from today. The undertaking is taken on record and accepted.
7. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in terms of the paragraph 25 (a) of the plaint read with terms incorporated in the Settlement Agreement dated 15.12.2025.
8. Registry is directed to draw up the decree sheet.
9. Suit along with pending application stand disposed of.
10. Plaintiff is held entitled to refund of entire court fees in accordance with Court Fees Act, 1870.

JYOTI SINGH, J

APRIL 13, 2026/AK