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

+ **CS(COMM) 319/2025, I.A. 9116/2025 & I.A. 666/2026**

SAGA LIFESCIENCES LIMITEDPlaintiff

Through: Mr. Vikas Khera, Ms. Sneha Sethia,
Mr. Rohit & Mr. Jatin Gautam,
Advocates (through VC).

versus

INDIAN HERBO PHARMADefendant

Through: Ms. Manveen Dhanjal & Ms. Fariya
Asif, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

08.05.2026

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1. The present Suit has been filed by the Plaintiff, *inter alia*, seeking permanent injunction restraining infringement of the registered Trade Mark, passing off, rendition of accounts and damages by the Defendant.
2. The learned Counsel for the Parties, on instructions, submit that the Parties have agreed to settle the dispute whereby the Defendant shall suffer the injunction as prayed for in Paragraph No. 48(a) of the present Suit and pay ₹90,000/- (Rupees Ninety Thousand only) to the Plaintiff by way of costs.
3. Accordingly, the learned Counsel for the Parties have requested that the Suit may be decreed in terms of the above agreement between them.
4. In view of the statement made by the learned Counsel for the Defendant, the present Suit is decreed in terms of prayer in Paragraph No. 48(a) of the present Suit, which is reproduced below:

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“48 (a) for a decree of permanent injunction restraining the Defendant by themselves as also through their individual proprietors, partners, directors, agents, representatives, distributors, assigns, heirs, successors and all others acting for and on their behalf from selling, using, importing, exporting, soliciting, displaying, promoting, advertising and dealing in or using the impugned mark VITARICH GOLD and/or any other mark/word identical with and/or deceptively similar to that of the Plaintiff's famous, registered and well-known trademark VITARICH in relation to Pharmaceuticals and medicinal preparations, nutraceutical products, Dietetic substances adapted for medical use and multi vitamin or deeds amounting to or likely to amount:-

- (i) Infringing the registered trademark of the Plaintiff bearing no. 5421195 in Class 05. The impugned mark of the Defendant is identical and/or deceptively similar to the said trademark of the Plaintiff. The impugned user of the impugned mark by the Defendant in relation to impugned goods and business is hit by the provisions of Section 29 of the Trade Marks Act 1999;*
- (ii) Passing off and enabling others to pass off their goods and business as that of the Plaintiff. The Defendant are thereby violating the Plaintiff's common law rights in the Plaintiff's said Trade Mark.”*

5. The Defendant shall also pay an amount of ₹90,000/- (Rupees Ninety Thousand only) to the Plaintiff towards the costs within a period of six weeks.

6. Accordingly, the present Suit is decreed in the above terms. Let the Decree Sheet be drawn up.

7. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

8. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court



Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

9. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

10. The next dates stand cancelled.

11. The present Suit and the pending Applications stand disposed of.

TEJAS KARIA, J

MAY 8, 2026/ 'A'