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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 477/2022, I.A. 10934/2022, I.A. 15735/2022, I.A. 15739/2022, I.A. 20233/2022 & I.A. 30958/2024

BOEHRINGER INGELHEIM INTERNATIONAL GMBH

.....Plaintiff

Through: Ms. Prakriti Varshney, Advocate.
versus

MR X TRADING AS MESSRS AMAR MEDICAL STORE & ORS.

.....Defendants

Through: Mr. Aayush B. Paranjpe, Advocate for
D-4.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
24.02.2026

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I.A. 5104/2026

1. This is an application filed under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC") filed jointly by the plaintiff and defendant no. 4.
2. Learned counsel for the parties submit that the *inter se* disputes have been amicably resolved between the plaintiff and defendant no. 4, and settlement terms have been reduced into writing and are enumerated in para 5 of the application.
3. The terms of settlement as enumerated in para 5 commencing from sub-para (A) to (J), are extracted hereunder:-

A. The Defendant No. 4 acknowledges the Plaintiff to be the exclusive owner and lawful proprietor of the trade marks JARDIANCE, JARDIANCE MET, TRAJENTA DUO, GLYXAMBI formative marks as well as its trade dress/packaging as given in Paragraphs 15, 18 and 21 of the Plaint. The Defendant No. 4 also acknowledges the Plaintiff to be the exclusive owner and lawful proprietor of the copyrights in the artistic works in the Plaintiff's



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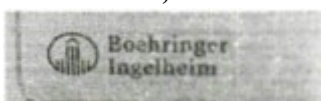
packaging and logos The Defendant No. 4 further undertakes to this Hon'ble Court that the Defendant No. 4 shall not challenge the aforesaid trade marks and copyrights of the Plaintiff, either directly or indirectly, at any time in the future, before any Hon'ble Court, Tribunal and/or Statutory Body, on any ground(s) whatsoever.

B. The Defendant No. 4 further acknowledge the intellectual property rights, fame and reputation of the Plaintiff in its earlier trade marks JARDIACE, JARDIANCE MET, TRAJENTA DUO, GLYXAMBI formative marks and trade dress/packaging associated with the Plaintiff's product. The Defendant No. undertakes to this Hon'ble Court never to challenge the Plaintiff's rights at any time in the future, on any ground whatsoever;

C. The Defendant No. 4 affirms that the Defendant No. 4 has never manufactured and will refrain from manufacturing/procuring/selling any counterfeit product under the trade marks JARDIANCE, JARDIANCE MET, TRAJENTA DUO, GLYXAMBI,



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and undertakes that it shall refrain from / procuring/ sale of any counterfeit products under the said marks;

D. The Defendant No. 4 undertakes to this Hon'ble Court that the Defendant No. 4 has not reproduced, printed, published or imitated material form the labels/ packaging as mentioned in Paragraph Nos. 15, 18, 21 and 24 of the Plaint, the copyrights of which vest with the Plaintiff, and affirms that he will refrain from doing such acts in future which would amount to infringement of the Plaintiff's copyrights in the said works;

E. The Defendant No. 4 affirms that the Defendant No. 4 has recalled all finished and/or unfinished counterfeit products, marketing, promotional and advertising materials that bear or incorporate, or have reference to the earlier trade marks including, but not limited to, JARDIANCE, JARDIANCE MET, TRAJENTA DUO, GLYXAMBI and/or the trade dress of the Plaintiff, and/or to any other mark which is identical or



deceptively and confusingly similar to the Plaintiffs trade marks and trade dress;

F. The Defendant No. 4 affirms before this Hon'ble Court that the Defendant No. 4 has disclosed all information pertaining to the manufacture/ procurement/ sale of the counterfeit products under the marks JARDIANCE, JARDIANCE MET, TRAJENTA DUO,



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GLYXAMBI, to the Plaintiff and undertakes to co-operate with the Plaintiff in identifying the source of the counterfeit products of the Plaintiff in future to the best of its ability. In case it is found by the Plaintiff in future that the Defendant No. 4 has participated in any other transaction pertaining to the procurement/ purchase/ manufacture or sale of the aforementioned counterfeit products which has not been disclosed to the Plaintiff as on date of this application, the Plaintiff reserves its right to take further action against the Defendant No. 4 under law;

G. The Defendant No. 4 agrees and undertakes to pay to the Plaintiff through their counsel being "Lall & Sethi" a sum of INR 5,00,000/- as part of litigation costs, which will be paid, in full, prior to the recording of the present settlement before this Hon'ble Court;

H. The Defendant No. 4 agrees that, in case of breach of any term of the present Settlement Application, as agreed herein, the Plaintiff shall be at liberty to initiate any and all appropriate action, and will also be entitled to claim damages including liquidated damages from the Defendant No. 4, without prejudice to any and all other claims that the Plaintiff may have against the Defendant No. 4 in law including, but not limited to, filing a petition for contempt.

I. The Defendant No. 4 undertakes to suffer a decree of permanent and mandatory injunction in terms of the settlement above;

J. In view of the above undertakings given by the Defendant No. 4 to this Hon'ble Court, the Plaintiff agrees to forego the claim for damages in the present suit;



4. It would also be relevant to extract paras 6 to 10 of the said application, which reads as under:-

“6. That the present application shall dispose of the disputes between the parties thereto with respect to the present suit and the parties shall remain bound by the terms of the present agreement.

7. The present settlement application is signed by Sujeet Kumar on behalf of the Plaintiff. Copy of authorization in favor of Sujeet Kumar from the Plaintiff already forms part of records of this Hon'ble Court.

8. The present settlement application is signed by Mr. Sanjay Bansal on behalf of the Defendant No. 4. Copy of authorization in favor of Sanjay Bansal from the Defendant No. 4 are annexed to the present application as Document A.

9. The Plaintiff and the Defendant No.4 agree that all the terms and conditions laid out in the present Settlement Application are fair and reasonable and have been entered into with a full appreciation of its various clauses and implications.

10. The Defendant No. 4 hereby agrees before this Hon'ble Court that the present settlement shall be binding on all their proprietors, directors, sister concerns, sellers, retailers, subsequent dealers, employees (during course of employment), agents, affiliates, subsidiaries, franchisees, licensees, representatives, and assigns and all others acting on their behalf for all times to come (with the exception of those who are defendants in the proceedings themselves)).”

5. Learned counsel for the parties submit that all the compliances are completed.

6. The Court has perused the terms of settlement and finds them lawful. The said terms of settlement are within contours of Order XXIII Rule 3 of CPC.

7. The parties are bound to the terms of the settlement as enumerated in para 5(A) to (J) of the said application.

8. This Court finds no impediment in decreeing the suit in terms thereof.



9. Let a decree sheet be drawn in accordance with the terms of the settlement contain in para 5(A) to (J) of the application.

10. The suit is decreed and disposed of in terms thereof along with all the pending applications.

TUSHAR RAO GEDELA, J

FEBRUARY 24, 2026/ng