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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 525/2023**

SUN PHARMACEUTICAL INDUSTRIES LTD & ANR.Plaintiffs
Through: **Mr. Rohit Pradhan and Mr. Sachin Gupta, Advocates.**
versus

NUKIND HEALTHCARE P LTD & ORS.Defendants
Through: **Mr. Sushant Mahapatra, Advocate for D-1.**
Advocate for D-2 to 3, 5 to 8
(Appearance not given)
None for D-4.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

% **ORDER**
04.05.2026

1. Mr. Pradhan, learned counsel appearing for the plaintiffs states that defendant no.4 is a manufacturer, who is manufacturing infringing products at the instance of defendant nos.1 to 3 and 5 to 8. He further states that since the plaintiffs have settled their *inter-se* disputes with the contesting defendant nos.1, 2, 3 and 5 to 8, the defendant no.4 may be deleted from the array of parties.
2. Accordingly, at the oral request of Mr. Pradhan, learned counsel for the plaintiffs as also under the provisions of Order I Rule 10(2) of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC'), defendant no.4 is deleted from the array of parties.
3. Amended memo of parties be filed within one week.



I.A. 11153/2026 (u/O XXIII Rule 3 read with Section 151 of CPC)

4. Learned counsel for the parties state that the *inter-se* disputes between the plaintiffs on one hand and defendant nos.1, 2, 3 and 5 to 8 on the other, have been amicably resolved out of the Court. The terms of the settlement have been arrived at and enumerated in para 3 of the present application. It would be appropriate to extract the settlement terms as under:

“3. The parties above named have arrived at an amicable settlement of their disputes on the following terms and conditions:

i) The Defendants hereby recognize the Plaintiffs to be the proprietor of the trade marks AZAX, ZIFEXIM, FERIMON, LESURIDE, FENAK, GABANTIN, MOX-CLA V and VOLINI, thereby having the exclusive right to the use of the said trade marks;

ii) The Defendants undertake to refrain itself, its directors, proprietors, partners (as the case may be), its assignees in business, affiliates, associates, predecessors, successors in business, its licensees, franchisee, distributors, dealers, stockists, super- stockists, wholesalers, retailers /chemists, custodians, e-commerce and warehouse aggregators, servants, agents and all person claiming through and/ or under them or acting on its behalf from manufacturing, stocking, selling, offering for sale, advertising, distributing, marketing, exhibiting for sale, trading in or otherwise directly or indirectly dealing in pharmaceuticals or medicinal preparations or similar goods under the impugned marks AZEK, CEFIXM, SEFIXIM, SEFIXIME, FERIWON, LISARIDE, LESUPRIDE, YES FENAC, GABA WIN, GABARUTIN, UMOXYCLA V, NUMOXYCLA VE and VOLIBEST and / or any of its extensions, or any other marks including trade dress thereof which may be deceptively similar to the Plaintiffs registered trade marks, AZAX, ZIFEXIM, FERJMON, LESURIDE, FENAK, GABANTIN, MOX-CLA V and VOLINI respectively;

iii) The Defendants confirm that it has ceased use of the impugned mark AZEK, CEFIXM, SEFIXIM, SEFIXIME, FERIWON, LISARIDE, LESUPRIDE, YES FENAC, GABAWIN, GABARUTIN, UMOXYCLAV, NUMOXYCLA VE and VOLIBEST and refrain from applying for registration of identical or deceptively similar marks to the Plaintiffs registered marks, AZAX, ZIFEXIM, FERIMON, LESURIDE, FENAK, GABANTIN, MOX-CLAV and VOLINI respectively. The Defendants also confirm that they shall withdraw the application no. 6082546 and undertakes that it had not filed / shall not to file any application for registration of the impugned marks. The acknowledgement copy in relation to the request for withdrawal of the said application be provided by Defendant within 7 days from such request;

iv) The Defendants undertakes that it would never challenge the Plaintiffs' trade



marks as mentioned above either directly or indirectly;

v) The Defendants state that it has already destroyed all stationary, packaging, promotional and publicity material, and labels under the impugned marks;

vi) The Defendants confirm that they are not having any stocks of finished products bearing the impugned marks; however, it is recorded that during the Local Commissioner proceedings certain goods were seized, namely: (a) from the premises of Defendant No. 1 - Feriwon (1 0x36; 10x36; 10x5 boxes) and Umoxyclav (5xl and 18x3 boxes) as per the report of Mr. Rohit Khare; (b) from the premises of Three B Healthcare - Volibest (2) as per the report of Mr. Sagar Dhanna; and (c) from the premises covered by Mr. Nikhil unused roll of Lisaride ZS (quantity 2) and unused cartons of Lisaride ZS (quantity 1058). The Defendants undertake to ensure destruction of the aforesaid seized goods within two weeks from the date of the execution of this undertaking, in the presence of a representative of the Plaintiff. The Defendants shall inform the Plaintiff in advance of the date and time of such destruction. The goods seized by the Local Commissioners shall be duly unsealed and destroyed in the presence of the Plaintiffs representative, and all costs for the said destruction shall be borne by the Defendants;

vii) The Defendants confirm that apart from the batches of medicine having the impugned marks detailed below, no other batches have been manufactured or sold by the Defendants. The said batch details are as follows:-

Product/Impugned mark	Batch No.	Batch Quantity	Mfg. Date	Expiry Date
AZEK	T-210643	10k Strips	08/21	07/23
CEFIXM	DS20067	25k pcs	07/20	12/21
SEFIXIM	SBT2254	10 strips	11/22	10/24
SEFIXIME	T-221182	10 strips	10/22	09/24
FERIWON	AP-2400	30k strips	07/23	06/25
LISARIDE	PT-21602	20k strips	08/22	07/24
LESUPRIDE	T-5383	10k strips	11/18	10/20
YES FENAC	PL-20460	10k pcs	01/23	12/24
GABAWIN	GAC1001	5k strips	06/21	05/23
GABARUTIN	SGT25901	10k strips	07/25	06/27
UMOXYCLAV	DYT22195	40k strips	03/23	08/24
NUMOXYCLAVE	SAB-91	5k strips	07/22	12/23
VOLIBEST	SPE220114	10k pcs	04/22	03/24

viii) At the request of the Defendants, the Plaintiffs are foregoing the reliefs of damages and cost as sought in the plaint.

(ix) The aforementioned undertakings have been tendered by Defendants namely; Nukind Healthcare P. Ltd, Spectrum Formulation P. Ltd., M/s Sunlife



Sciences, Mascot Health Series P. Ltd., M/s Pharmaroots Healthcare, Orintus Biotech LLP and Three B Health Care Limited, represented by Mr. Akash Kumar who is also authorized to represent Defendants in this matter, therefore, the same shall be binding on the Defendants, its directors, proprietors, partners (as the case may be), its assignees in business, affiliates, associates, predecessors, successors in business, its licensees, franchisee, distributors, dealers, stockists, super- stockists, wholesalers, retailers / chemists, custodians, servants, agents and all person claiming through and / or under them or acting on its behalf for all times to come.

x) It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree in terms of Plaint prayer para 41 (a) and 41 (b) and direct return of full court fee to the Plaintiffs."

5. This Court has perused the terms of settlement and finds them lawful.
6. The terms of settlement appear to be within the contours of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. There seems to be no impediment in case the suit is decreed in terms of the settlement.
7. The parties shall remain bound by the terms of settlement.
8. Accordingly, let a decree sheet be drawn up in terms of para 3(i) to 3(x) of the present application as also the prayer Clause in para 41(a) and 41(b) of the plaint.
9. The Court Fees be refunded to the plaintiffs in terms of Section 16 of the Court Fees Act, 1870 read with the Court Fees (Delhi Amendment) Act, 2026, on completion of all the formalities, as per Rules.
10. The suit is decreed and disposed in the above terms with all pending applications.
11. The date already fixed i.e. 14.09.2026 in CS(COMM) 525/2023 stands cancelled.

TUSHAR RAO GEDELA, J

MAY 4, 2026

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