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

+ **C.O. (COMM.IPD-TM) 123/2025**

DR. REDDYS LABORATORIES LIMITED

.....Petitioner

Through: Mr. Parth Bajaj and Mr. Shakti Priyan
Nair, Advocates.

versus

WOCKHARDT LIMITED AND ANR.

.....Respondents

Through: Mr. Pranav Vyas, Mr. Manhar Singh
Saini, Mr. Sidhant Kaushik and Mr.
Sankalp Singh, Advocates for R-1.
Ms. Manisha Agrawal Narain, CGSC
with Mr. Arnav Mittal, GP for R-2.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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05.05.2026

I.A. 12507/2026 (Under Order XXIII Rule 3, CPC)

1. This is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, (hereinafter referred to as 'CPC') seeking disposal of the present petition on the basis of settlement having been arrived at between the petitioner and respondent no.1.
2. Learned counsel for the parties state that the *inter se* disputes have been resolved amicably out of Court and have been recorded in writing *vide* the Settlement Agreement dated 23.04.2026.
3. The terms of settlement are recorded in para 1 to para 9 of the Settlement Agreement dated 23.04.2026. The same are reproduced hereunder:

"1. The Defendant No.1/Respondent No.1 hereby agrees and undertakes that it shall not (whether directly or indirectly), use, manufacture, sell, offer for sale, advertise, market, distribute or deal in any pharmaceutical or medicinal products under the trademark 'PACTYON' or any other trademark/name that is identical with or deceptively similar to the Plaintiff's/Petitioner's trademark

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current/existing 'PRACTIN', including the use of any packaging and trade dress, get-up, colour scheme, layout or overall presentation that is identical with or deceptively similar as may be prescribed under law or equity, to that of the Plaintiff/Petitioner's product "PRACTIN" in the Territories mentioned in the Business Transfer Agreement dated 12 February 2020 (hereinafter referred to as "**the BTA**").

2. The Plaintiff/Petitioner shall take steps to fully and finally close and dispose the litigations i.e., CS (COMM) 101/2023 and Rectification Petition being C.O. (COMM. IPD - TM) 123/2025 including all the interim applications filed thereunder, filed against Defendant No. 1/Respondent No.1, in relation to the trademark 'WOKTYON'. The Plaintiff/Petitioner shall not object to or take any action against Defendant No. 1/Respondent No.1's use of the trademark 'WOKTYON'. In respect of the use of 'WOKTYON' in its existing trade dress, the Defendant No. 1/Respondent No.1 undertakes that it shall be entitled to retain or use the trade dress for 'WOKTYON' until December 31, 2026 and after December 31, 2026 (the Defendant no.1 /Respondent No.1 has the discretion but not the obligation to earlier than December 31, 2026), the Defendant No. 1/Respondent No. 1 shall not use/sell/advertise/offer for sale or deal in any manner the current packaging/trade dress of the product bearing the mark WOKTYON. The packaging/trade dress of WOKTYON shall undergo the specific modification by removing or substituting the orange-coloured vertical running borders on its packaging which has been mutually agreed by the Parties, as depicted below:

Existing



New





3. *Provided that all rights of the Parties in case of any instance of alleged infringement of their respective intellectual property rights by the other Party to these Consent Terms shall remain reserved including availing appropriate remedies in accordance with law against the infringing Party, be it the Plaintiff/Petitioner or the Defendant No. 1/Respondent No.1.*

4. ***Destruction of Packaging*** -Specifically with reference to 'PACTYON' only, - Defendant No. 1/Respondent No.1 confirms that it has subsumed and/or destroyed all packaging material, labels, cartons, promotional material and material which is alleged by the Plaintiff/Petitioner to be infringing 'PRACTIN' in relation to product 'PACTYON'.

5. ***Trademark Registration-*** The Parties shall make a joint application in the pending C.O. (COMM. IPD-TM) 123/2025 stating that the Defendant No. 1 does not have any objection to the removal of the aforementioned trade mark from the Register of Trade Marks and shall not file any fresh application for registration of the mark and/or the device of PRACTIN or any marks deceptively similar thereto in the Territories mentioned in BTA (hereinafter referred to as the "***Joint Application***"). The Defendant No.1/ Respondent No.1 shall further apply for withdrawal/voluntary cancellation of the trade mark PACTYON bearing no. 5700543 in class 5 to the appropriate authority (Trade Marks Registry) simultaneously with the filing of the Joint Application.

6. ***Nature of Understanding*** –The Plaintiff/Petitioner agrees and confirms that by virtue of the present settlement between the parties, all claims and allegations made by the Plaintiff/Petitioner as part of the captioned suit – i.e., CS (COMM) 101/2023 and the Rectification Petition being C.O. (COMM. IPD-TM) 123/2025 including all the interim applications filed thereunder shall stand settled and the suit and Rectification Petition shall stand disposed of accordingly.

7. *The execution of these Consent Terms shall not be construed as an admission of any wrongdoing, alleged infringement, or liability by Defendant No. 1/Respondent No.1 or creation of any new right in favour of the Plaintiff/Petitioner as regards the existing disputes, but is being entered into solely for the purpose of amicable settlement as agreed between the Parties.*

8. *Pursuant to the execution of the present Consent Terms, the parties shall jointly request the Hon'ble Court to dispose of the captioned suit CS (COMM) 101/2023 and the Rectification Petition being C.O. (COMM. IPD-TM) 123/2025 including all the interim applications thereunder in terms of the Consent Terms as above with no orders as to cost, which shall form part of the order of the Hon'ble Court and shall bind both parties and their successors and assigns.*



9. *These Consent Terms have been entered into by and between the Plaintiff/Petitioner and Defendant No.1/Respondent No.1. However the Plaintiff confirms that the captioned suit may be disposed of with respect to Defendant No.2/Respondent No.2 on the basis of the Defendant No. 1/Respondent No. 1's statement and representation that Defendant No. 2 in CS (COMM) 101/2023 is only a manufacturer engaged by Defendant No. 1/Respondent No. 1 and that the Defendant No. 2 in CS (COMM) 101/2023 forms no part of the dispute on account of the undertaking being furnished by Defendant No. 1/Respondent No. 1."*

4. As per para 5, the respondent no.1 was required to apply for withdrawal/voluntary cancellation of the trademark "PACTYON" bearing no. 5700543 in Class 5 to the appropriate authority i.e. the Trade Marks Registry, Mumbai simultaneously with the filing of the present application.

5. Learned counsel appearing for respondent no.1 states that the necessary application has already been filed on 30.04.2026 before the Trade Marks Registry.

6. Learned counsel appearing for respondent no.2 states that if a direction for expeditious consideration on disposal of the said application is passed, the Trade Marks Registry, Delhi will convey the same to the Trade Marks Registry, Mumbai to implement the same.

7. Accordingly, the Trade Marks Registry, Mumbai is directed to process the said application expeditiously and preferably within a period of four weeks from the date of service of this order.

8. The respondent no.1 is directed to file an affidavit of compliance within one week from date. Copy of the said affidavit shall also be furnished to learned counsel for the plaintiff.

9. This Court has perused the terms of settlement and finds them lawful. The terms of settlement appear to be within the contours of Order XXIII Rule 3 of the CPC.

10. There is no impediment in case the petition is disposed of in the aforesaid terms.



11. Parties shall remain bound by the terms of settlement.
12. The petition is disposed of in view of the settlement arrived at between the parties *vide* the Settlement Agreement dated 23.04.2026, alongwith pending application.
13. The next date of hearing i.e. 10.09.2026 stands cancelled.

TUSHAR RAO GEDELA, J

MAY 5, 2026/anj