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

+ **CS(COMM) 570/2025**

GLAXOSMITHKLINE PHARMACEUTICALS LIMITED

.....Plaintiff

Through: Mr. Vardaan Anand, Advocate.

versus

DAKSH PHARMACEUTICALS PRIVATE LIMITED AND ORS.

.....Defendants

Through: Mr. Aman Gupta, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **27.02.2026**

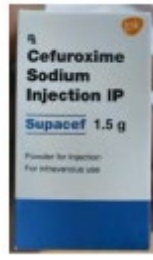
I.A. 5568/2026 (Under Order XXIII Rule 3 CPC)

1. This is a joint compromise application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 filed on behalf of the plaintiff and the defendants.

2. Learned counsel appearing on behalf of the parties submit that the *inter se* disputes have been amicably resolved out of Court and the terms of settlement have been reduced into writing in the para 2 of the present application. The same has been reproduced hereunder for the sake of convenience:

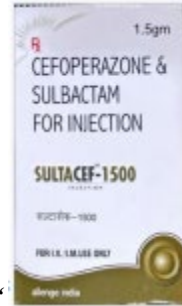
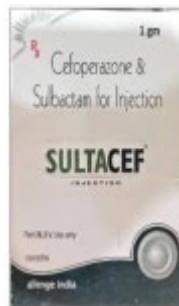
“2. That during the pendency of the proceedings, the Plaintiff and the Defendants initiated talks for amicably resolving the disputes between the parties. The parties have accordingly arrived at a mutual consensus to settle the matter as per the following terms:

a. The Defendants acknowledge the Plaintiff's prior rights in the trade mark 'SUPACEF' and distinctive packaging/trade dress



, and ,

b. The Defendants and their representatives undertake to immediately and permanently cease use of the mark , ‘SULTACEF’ marketed under the



packaging/trade dress ‘ , and ‘ , or any other mark deceptively similar to the Plaintiff’s trademark ‘SUPACEF’ and distinctive packaging/trade dress for SUPACEF;

c. The Defendants also acknowledge the rights of the Plaintiff in its



packaging/trade dress “ , “



” and “ ” for its products under the mark CEFTUM and undertake not to adopt a packaging/trade dress similar to it in the future.

d. The Defendants further consent to the passing of a decree of permanent injunction as prayed for in paragraph 41 (a) and (b) of the Plaint.



e. The Defendants undertake not to adopt, or use any mark or packaging identical with, or deceptively similar to, the Plaintiff's trade mark 'SUPACEF' or distinctive packaging/trade dress, at any time in the future. Further, Defendants will not object to the registrability of or challenge the validity of the Plaintiff's mark 'SUPACEF'.

f. The Defendant No. 1 shall apply for withdrawal of the trade mark application filed before the Trade Marks Registry under Application No. 6274760 for registration of the mark 'SULTACEF' in Class 5 within 7 days from the date of the order of this Hon'ble Court and provide proof of having done so to the Plaintiff's counsel within 7 days of applying for withdrawal. Defendant No. 1 further undertakes to not apply for registration of the mark SULTACEF and/or any other mark identical or deceptively similar to the Plaintiff's trade mark SUPACEF and/or the proprietary packaging of the Plaintiff's products marketed under the mark SUPACEF.

g. The Defendants confirms that it has exhausted all existing stock bearing the impugned mark 'SULTACEF' and does not have any existing stock at its disposal. Details of the last manufactured stock is as follows:

S. No.	Batch No.	Expiry date
1.	UCD-25200F	04/2027
2.	UCD-25235M	05/2027
3.	UD-2523R	12/2026

The Defendants further undertake not to manufacture any new products under the said mark.

h. The Defendants agree and undertake to take all relevant steps to take down all online and offline listings, advertisements, and promotional materials bearing the impugned mark and packaging/trade dress from their website, social media accounts, as well as on third-party platforms, within 7 days from the date of the order of this Hon'ble Court and provide proof of having done so to the Plaintiff's counsel within the 7 days.

i. Further, since Defendant No. 3 is only a contract manufacturer of products under the impugned mark and packaging, Defendant No. 3 agrees and undertakes not to manufacture products under the impugned mark SULTACEF and packaging in future on behalf of Defendant No. 1 and 2.

j. The Defendants undertake not to commit any breach of the undertakings



in this compromise application in future in any manner whatsoever. The Defendants further undertake to indemnify the Plaintiff, in the event of breach of any of terms contained in Paragraph 2 of this Application, against any third-party claims arising from such breach, any losses suffered, or costs incurred as a result of such breach; and/or any legal costs incurred by the Plaintiff in enforcing the terms contained in this Application.

k. That in view of the above undertakings, the Plaintiff is agreeable to forego its claim of rendition of accounts, damages and legal costs as prayed for in paragraph 41 (d), (f) and (g) of the Plaint respectively.”

3. In terms of para 2(f) and 2(h), the defendants are to apply for the withdrawal of the trade mark application filed before the Trade Marks Registry under Application No. 6274760 for registration of the mark ‘SULTACEF’ in Class 5 within 7 days from the date of this order and to provide the proof thereof to the learned counsel for the plaintiff within seven days thereafter.
4. The defendants have also undertaken not to apply for registration of the mark ‘SULTACEF’ and/or any other mark identical or deceptively similar to the Plaintiff’s trade mark ‘SULTACEF’.
5. The defendants have also undertaken in para 2(h) to take steps to take down all the online and offline listings, advertisements, and promotional materials bearing the impugned mark and packaging/trade dress from their website, social media accounts, as well as on third-party platforms, within seven days from the date of this order and also to provide proof thereof to the learned counsel for the plaintiff within seven days thereafter.
6. The aforesaid terms contained in para 2(f) and 2(h) shall be complied with by the defendants within the time stipulated therein.
7. This Court has perused the terms of settlement and finds them lawful. The said terms of settlement appear to be within the contours of Order XXIII Rule 3, CPC. There is no impediment in case the suit is decreed in terms thereof.
8. The parties are bound by the terms of the settlement Agreement.



9. Accordingly, let a decree sheet be drawn up in terms of the para 41(a) and 41(b) of the Plaint as well as para 2 of the present application.
10. The suit is decreed and disposed of in terms thereof with all pending applications.
11. The Court fees may be refunded in terms of Section 16 of the Court Fees Act, 1870 to the plaintiff upon completion of all formalities as per rules.
12. Date already fixed i.e. 27.03.2026 before Court stands cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 27, 2026/anj