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

+ **CS(COMM) 732/2025 & I.As. 17497/2025, 22865/2025**

MANKIND PHARMA LIMITEDPlaintiff

Through: Mr. Ankur Sangal, Mr. Ankit Arvind
and Ms. Nidhi Pathak, Advocates.

versus

NECTAR BIOPHARMA PRIVATE LIMITED & ANR.

.....Defendants

Through: Mr. Samrat S. Kang, Advocate for
D1.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

24.02.2026

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1. This suit is instituted by the Plaintiff seeking a decree of permanent injunction restraining the Defendants and all others acting for and on their behalf from selling, offering for sale, advertising and directly or indirectly, dealing in any goods and services under the impugned trademark/trade dress



and/or any other trademark/trade dress identical

to or deceptively similar with Plaintiff's registered trade dress



, amounting to infringement, amongst other

reliefs.



2. By *ex parte* order dated 24.07.2025, Court restrained the Defendants and others acting on their behalf from using the impugned trade dress and/or any other trade dress deceptively similar to Plaintiff's trade dress. This order was subsequently modified on 15.09.2025 by deleting the words '*the impugned mark "MISTAKE-72" and*'.

3. During the pendency of the suit, Defendant No.1 proposed a new packaging in white and magenta, wherein magenta colour was precisely identified as PANTONE 238 C shade. As recorded in order dated 24.12.2025, the new packaging was now predominantly in magenta colour with a small portion in white. Defendant No.1 also changed the layout of the box from horizontal to vertical and the device of the female in the right corner of the vertical box was defined with darker lines in black and the lipstick shade was in pink. Further placement of the house mark was changed from bottom right and moved to top left. The background of the numeral 72 was changed to white and was no longer written in colour pink. Parties were *ad idem* that 72 signified the hours within which the medicine had to be consumed and was therefore descriptive. Noting these distinctions, Court was of the view that in the overall conspectus, similarities of Plaintiff's trade dress with the impugned trade dress had blurred and there was material modification in the proposed packing. In these facts, Defendant No.1 was permitted to use the proposed trade dress pending final adjudication of the interlocutory application. For ready reference, paragraphs 8 and 9 of order dated 24.12.2025 are extracted hereunder, which also contain the comparative of Plaintiff's trade dress with Defendant No.1's proposed trade dress:-



“8. The defendant has proposed this new packaging in White and Magenta, wherein Magenta colour is precisely identified as PANTONE 238 C Shade. The packaging is predominantly now in Magenta colour with a small portion in White. The defendant has changed the layout of the box from horizontal to vertical. The device of the female in the right corner of the vertical box has been defined with darker lines in Black and lipstick shade in Pink. The placement of the housemark has been changed from bottom right and moved to top left.

The background of the numeral 72 has been changed to White and it is not written in the colour Pink. Learned counsel for the defendant states that defendant has a registration for the trademark MISTAKE-72 and 72 in this mark denotes that the pill has to be taken within 72 hours. The parties are ad-idem that 72 signifies the hours within which the medicine has to be consumed and is therefore, descriptive.

In the overall conspectus, the similarities of the plaintiff's trade dress with the defendant's impugned trade dress as identified in the plaint have been materially modified in the new proposed packaging.

9. The trade dress of the plaintiff and the proposed trade dress of the defendant are juxtaposed as under: -

Plaintiff's Trade dress	Defendant's proposed Trade dress

4. Learned counsel for the Plaintiff, on instructions, submits that the proposed trade dress referred to in order dated 24.12.2025 is acceptable and Plaintiff has no objection to Defendant No.1 continuing to sell their product in the revised packaging as described in paragraph 8 of the said order. Plaintiff gives up other reliefs sought in the suit.



5. In light of the settlement between the parties, the suit is decreed in terms of prayers (a), (b), (c) and (d) of the plaint. As agreed between the parties, Defendant No.1 is at liberty to continue to sell their products in the proposed revised packaging, which is referred to in paragraphs 8 and 9 in order dated 24.12.2025 and restricted to the colours as also description therein.

6. Suit is disposed of along with pending applications.

JYOTI SINGH, J

FEBRUARY 24, 2026/YA