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

+ **CS(COMM) 758/2025**

NOVARTIS AG AND ANR.

.....Plaintiffs

Through: Ms. Mamta R. Jha, Ms. Pragya Jain, Ms.
Anjeeta Rani, Ms. Diksha and Mr.
Aneesh Raj, Advocates.

versus

NOVASYS LIFE SCIENCES PRIVATE LIMITED

.....Defendant

Through: Ms. Asha Pal, Director of Defendant.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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09.03.2026

I.A. 5765/2026 (Under Order XXIII Rule 3 of the 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'), filed on behalf of plaintiffs as also the defendant seeking decreeing the Suit in terms of the settlement arrived at between the parties.
2. Ms. Asha Pal appears for the defendant and claims to be the Director of the defendant. Ms. Pal has also appended an affidavit to the said application disclosing her status as Director of defendant.
3. Ms. Mamta R. Jha, learned counsel for the plaintiffs submits that the parties have been able to resolve their disputes amicably and reduced the terms of the settlement into writing which are enumerated in para 3 of the present application from para 3(i) to 3(xii).
4. The terms of the settlement are reproduced hereunder:-

"3. That the parties are desirous of entering into an amicable settlement to resolve the present dispute and have agreed to the below-mentioned terms of settlement:



- i. *The Defendant acknowledges that the Plaintiff No. 1 is the registered proprietor of the wellknown trade mark/trade name/house mark/domain name NOVARTIS, as well as the exclusive right of Plaintiffs to use the same as a trade mark/trade name/house mark/domain name in relation to any goods and services.*
- ii. *The Defendant further acknowledges that all the trade mark registrations of the Plaintiff No. 1 and undertakes not to challenge such trade mark registrations in future.*
- iii. *The Defendant acknowledges that it has not used and shall not, at any time in the future, use the mark **NOVASYS**, or any other mark identical or deceptively similar to **NOVARTIS**, in relation to any goods or services or in any business activity, including on third-party websites, social media, or digital platforms.*
- iv. *The Defendant agrees to complete the process for striking off the name '**NOVASYS LIFE SCIENCES PRIVATE LIMITED**' from the records of the Registrar of Companies under Section 248 of The Companies Act, 2013, and provide written confirmation along with supporting documentary evidence from the Ministry of Corporate Affairs portal upon completion. The Plaintiffs agree to allow the Defendant a time period of sixty (60) days from the date of signing the present application to have such change effectuated with all relevant authorities.*
- v. *The Defendant undertakes to recall all the impugned products, if any, bearing the impugned mark NOVASYs as available with their stockists/ distributors/ wholesalers/ dealers or any other business partners within 10 days from the date of execution of this settlement agreement and shall inform the Plaintiffs about the quantity and value of such recalled stock, if available.*
- vi. *The Defendant declares and confirms that it does not have any stock of finished goods or advertising or promotional material, whether print or electronic, banners from the market or internet, pertaining to its goods including raw material and intermediate chemicals for pharmaceutical products and/or any other cognate and allied/related goods bearing the impugned mark **NOVASYS** and/or any other deceptively similar mark/logo as the trade mark **NOVARTIS** of the Plaintiffs.*



- vii. *The Defendant declares and confirms to have withdrawn the promotional material, if any, whether print or electronic, banners from the market or internet, pertaining to its goods including raw material and intermediate chemicals for pharmaceutical products and/or any other cognate and allied/related goods under the impugned mark **NOVASYS** and/or any other deceptively similar mark/logo as the trade mark **NOVARTIS** of the Plaintiffs.*
- viii. *The Defendant agrees and undertakes to destroy all the finished goods, packaging material, advertising material, promotional material, brochures, posters, flyers, stationary etc., if any, bearing the impugned mark **NOVASYS** and shall share proof of such destruction within 10 (ten) days from the execution of this settlement agreement.,*
- ix. *The Defendant confirms that they have ceased all operations under the impugned mark **NOVASYS** and will close the company/ namely Novasys Life Sciences Private Limited.*
- x. *The Defendant confirms that it has not filed, either through itself or any third party, any trade mark or copyright application(s) for the impugned mark **NOVASYS** or any other trade mark which may be deceptively similar to the Plaintiff's trade mark **NOVARTIS**. The Defendant further undertakes not to apply for, to register or cause to be registered or otherwise acquire any mark identical or deceptively similar to the Plaintiff's trade marks, including but not limited to the trade mark **NOVARTIS**, in future.*
- xi. *The Defendant agrees not to object to the refund of the entire court fees in favor of the Plaintiffs.*
- xii. *In view of the aforesaid assurances, declarations and undertakings given by the Defendant, the Plaintiffs hereby agrees to forgo its claim of damages, rendition of accounts, cost and delivery up against the Defendant in terms of the prayer made in the suit."*

5. Learned counsel for the parties submit that the compliances are complete.

6. This Court has perused the terms of the settlement and finds them lawful.



It appears that the said terms are within the contours of Order XXIII Rule 3 read with Section 151 of the CPC. There appears to be no impediment in case the Suit is decreed in terms thereof.

7. The parties shall remain bound by the terms of the settlement noted hereinabove.

8. Let a decree sheet be drawn up in terms of para 3 of the said application.

9. On oral request, Court Fees in terms of the Section 16 of the Court Fees Act, 1870 be refunded to the plaintiffs upon completion of all the formalities as per rules.

10. The next date of hearing i.e. 21.04.2026 before the Joint Registrar (Judicial) stands cancelled.

11. The Suit is decreed and disposed of alongwith all the pending applications.

TUSHAR RAO GEDELA, J

MARCH 9, 2026

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