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

+ **CS(COMM) 916/2025 & I.A. 21291/2025**

**GLAXOSMITHKLINE PHARMACEUTICALS LIMITED**

.....Plaintiff

Through: Mr. Urfee Roomi, Ms. Janaki Arun,  
Mr. Ritesh Kumar and Ms. Adhya S., Advocates.

versus

**CHEMBOTT CHEMICALS AND PHARMACEUTICAL PRIVATE  
LIMITED AND ANR**

.....Defendants

Through: Mr. Uvik Kumar, Advocate.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

**18.05.2026**

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**I.A. 13853/2026**

1. This application is filed jointly on behalf of the Plaintiff and Defendants under Order XXIII Rule 3 read with Section 151 CPC for recordal of settlement between parties.
2. This suit was instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction against the Defendants restraining the Defendants and all others acting on their behalf from manufacturing, exporting, offering for sale, selling, displaying advertising, marketing, whether directly or indirectly and whether on the internet or otherwise, any pharmaceutical and medicinal preparations bearing and/or incorporating Defendants' COZIDEX mark and/or or any other marks and that are nearly identical/deceptively similar to Plaintiff's



COBADEX mark.

3. During the pendency of the suit, parties have amicably settled their *inter se* disputes and incorporated the terms of settlement in paragraph 2 of the application, which are extracted hereunder for ready reference:-

*“2. The parties submit that during the pendency of the suit, the Plaintiff and the Defendants have arrived at an amicable settlement on the following terms and conditions, without prejudice to their respective rival contentions:*

*a. This settlement agreement binds the Plaintiff, its predecessors-in-business and interest, affiliates, subsidiaries and related companies, as well as the Defendant Nos. 1 and 2, personally, jointly and severally, as well as their successors and assignees, any related person, entity or concern, in which the Defendant No. 2 may be a partner, shareholder, director or hold majority stake, or that is otherwise under the control of the Defendants.*

*b. The Defendants acknowledge the Plaintiffs right, title, and interest in (i) its COBADEX marks, and marks that incorporate the COBADEX mark, including COBADEX CZS, (hereinafter referred to as the "Plaintiffs COBADEX Mark"); and (ii) COBADEX's distinctive get-up and layout of the packaging of the Plaintiff's goods sold under Plaintiffs COBADEX Mark (as shown in (Document-A) (hereinafter, collectively referred to as the "Plaintiff's COBADEX Mark and Packaging").*

*c. The Defendants state that they are engaged in the business of manufacture, marketing, and sale of pharmaceutical and medicinal products, and that they were using the trade mark COZIDEX (hereinafter "Defendants' COZIDEX Mark"), which is nearly identical/deceptively similar to the Plaintiffs COBADEX Mark. The term "use" includes, but is not limited to, manufacture, packaging, marketing, distribution, and/or sale of any medicinal and pharmaceutical products and/or any allied/cognate/related goods and/or services, use on promotional and advertising materials, on the Defendants' social media page(s) or its listings on third party business listing websites and e-commerce websites, wherever applicable.*

*d. The Defendants confirm that they have ceased any and all use, whether direct or indirect, of (i) the Defendants' COZIDEX Mark; (ii) any marks that incorporate the Defendants' COZIDEX Mark; and/ or (iii) any marks that are identical/similar to the Plaintiffs COBADEX Mark, whether alone or in conjunction with any other word(s) and/or device(s).*

*e. The Defendants undertake that, within three (3) days from the date of decree of the present civil suit by the Hon'ble Court, they will provide the*



*Plaintiff's counsel, Sujata Chaudhri IP Attorneys, the details of the last batch of products manufactured bearing the Defendants' COZIDEX Mark, including the date of manufacture.*

*f. The Defendants undertake that, within ten (10) days from the date of decree of the present civil suit by the Hon'ble Court, they will destroy any and all unsold inventory of finished and unfinished goods, and any other materials, such as packaging material, labels, promotional and advertising material, price lists, brochures and any other materials that bear (i) the Defendants' COZIDEX Mark; (ii) any marks that incorporate the Defendants' COZIDEX Mark; and/ or (iii) any marks that are identical/ similar to the Plaintiff's COBADEX Mark, whether alone or in conjunction with any other word(s) and/or device(s); which are stored/lying at the Defendants' premises as well as any such goods/materials that are stored/lying at any other premises that are under the Defendants' control, or with a dealer, distributor, retailer, stockist or affiliate of the Defendants, and will provide proof of any such destruction of goods to the Plaintiff's counsel, Sujata Chaudhri IP Attorneys, within two (2) days thereof.*

*g. The Defendant No.2 acknowledges that he has filed, Application No. 6252220, for the COZIDEX mark, covering "pharmaceuticals, pharmaceutical substances, pharmaceutical tablets, pharmaceutical pills, homeopathic pharmaceuticals, antibacterial pharmaceuticals, tablets [pharmaceuticals], medicine, medicines, homeopathic medicine, herbal medicine, cough medicine" in class 5. The Defendant No.2 further confirms that Application No. 6252220 for the COZIDEX mark has been ordered to be abandoned due to non filing of his evidence under Rule 46 of the Trade Marks Rules, 2017, within the statutory timeline, vide order dated October 27, 2025 by the Trade Marks Registry.*

*h. The Defendants undertake that, besides Application No. 6252220 for the COZIDEX mark, they have not, either directly or indirectly, including through any related entity or person(s), filed or caused to be filed, and will not, at any future time, file or cause to be filed, any trade mark or copyright application(s), and do not own any trade mark or copyright registrations for, (i) the Defendants' COZIDEX Mark; (ii) any marks that incorporate the Defendants ' COZIDEX Mark; and/ or (iii) any marks that are identical/ similar to the Plaintiff's COBADEX Mark and Packaging, whether alone or in conjunction with any other word(s) and/or device's); on and in relation to any pharmaceutical or medicinal products, or any other related goods and/or services.*

*i. The Defendants will never, now, or in the future, challenge, or take any action against, the Plaintiffs rights in the Plaintiffs COBADEX Mark and Packaging or any mark that the Plaintiff may create or adopt in the future.*

*j. The Defendants will not hold themselves as being related to the Plaintiff*



in any way.

k. *The Defendants will not, whether, directly or indirectly, cause, enable or assist another party to do any of the acts that it is undertaking not to do.*

l. *The Plaintiff and the Defendants agree to be bound by the terms and conditions of this present settlement agreement and further undertake that they shall neither challenge nor violate the terms and conditions of this settlement agreement.*

m. *In the event the Defendants breach the terms of the present settlement terms and continue to use the Defendants' COZIDEX Mark, or any marks that are identical/deceptively similar to the Plaintiff's COBADEX Mark, the Defendants shall pay to the Plaintiff liquidated damages of an amount equivalent to USD 10,000 in INR. Such liquidated damages shall be in addition to any damages, award, attorneys' fees and costs or equitable relief to which the Plaintiff may be entitled to with respect to the breach of the settlement terms.*

n. *The Plaintiff and the Defendants agree that a decree may be passed by the Hon'ble Court in terms of this present settlement agreement. The parties understand that in case the decree so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be at liberty to execute the said decree against such defaulting party in the court of law.*

o. *The Plaintiff and the Defendants agree that any dispute, difference, claim, or proceeding arising out of or in relation to this settlement agreement, including its interpretation, implementation, or enforcement, shall be subject to the jurisdiction of the courts in Delhi.*

p. *The Hon'ble Court may consider refund of the court fees to the Plaintiff's counsel in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of the Code of Civil Procedure, 1908."*

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. In light of settlement between the parties, the suit is decreed. Terms of settlement shall form a part of the decree and needless to state, bind the parties thereto.

6. Registry is directed to draw up the decree sheet.



7. Suit stands disposed of along with pending application.
8. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.

**JYOTI SINGH, J**

**MAY 18, 2026/RW**