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* **IN THEHIGH COURTOF DELHIAT NEW DELHI**

\# **CNR No. DLHC010644832023**

\+ CS(COMM) 948/2023 & I.A. 26277/2023

GLAXOSMITHKLINE BIOLOGICALS SA .....Plaintiff

Through: Mr. Vardaan Anand, Advocate.

Versus

HUMAN BIOLIFE INDIA PVT. LTD.& ORS .....Defendants

Through: Mr. Subhash Chandra Sagar and Mr. Abhivan D.K, Advocates for D-1.
Mr. Pranav Sapra, Advocate for D-2 and D-3.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% 13.10.2026

1. Learned Counsel for the Parties submit that the Parties have entered into a Settlement Agreement dated 24.04.2026 ("**Settlement Agreement**") and that the Suit may be decreed in terms of the Settlement Agreement, which provides as under:

> "*1. The Second Party hereby acknowledges and recognizes that the First Party is the owner/proprietor of the below mentioned trademarks as mentioned in the suit and undertakes not to challenge the validity of the same before any court of law and/or forum:*

S. No.	***Trademark***	***Registration No.***	***Registration date***	***Class***
1.	*ENGERIX*	*421433*	*04/05/1984*	*05*
2.	*HAVRIX*	*638704*	*01/09/1994*	*05*
3.	*ENGERIX-B*	*648329*	*09/12/1994*	*05*
4.	*TRITANRIX*	*656030*	*17/02/1995*	*05*
5.	*HIBERIX*	*656493*	*22/02/1995*	*05*

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6.	*TWINRIX*	*680441*	*18/09/1995*	*05*
7.	*INFANRIX*	*680452*	*18/09/1995*	*05*
8.	*PRIORIX*	*762435*	*21/07/1997*	*05*
9.	*TYPHERIX*	*798731*	*16/04/1998*	*05*
10.	*BOOSTRIX*	*823941*	*2/10/1998*	*05*
11.	*VARILRIX*	*830146*	*01/12/1998*	*05*
12.	*FLUARIX*	*832562*	*16/12/1998*	*05*
13.	*ROTARIX*	*870321*	*09/08/1999*	*05*
14.	*AMBIRIX*	*876478*	*15/09/1999*	*05*
15.	*CERVARIX*	*1066178*	*11/12/2001*	*05*
16.	*SYNFLORIX*	*1270517*	*03/03/2004*	*05*
17.	*RIX*	*1354194*	*28/04/2005*	*05*

The aforementioned list of trademarks of the First Party are collectively referred to as "First Party's trademarks".

2. The Second Party agrees and undertakes to not adopt in the future any trade mark similar to the First Party's afore-mentioned trade marks included in paragraph 1 of the instant settlement agreement.

3. The Second Party hereby undertakes not to use, make, sell, offer for sale, advertise, any products or services, directly or indirectly (whether online and / or offline) under the marks 'RUTORIX', 'DROTARIX', 'AMIRIX', .'CEFTARIX', and 'MIRIX' and hereby represents that it has ceased all use, sale, offering for sale, advertisement of such products (whether offline or online). The Second Party further agrees to expressly withdraw and/or apply for cancellation of all of its applications and registrations (by filing

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requisite forms TM-M or TM-P as may be the case) for the marks 'RUTORIX', 'DROTARIX', 'AMIRIX', 'CEFTARIX', and 'MIRIX', and any other deceptively similar variants of the same within 15 days of execution of the present settlement agreement.

4. In furtherance to the above, the Second Party undertakes to recall all its products manufactured under the afore-mentioned marks being circulated in the market and destroy the same within 15 days of execution of the present agreement under proof to the First Party. Further, the Second Party shall also take all reasonable steps to take down all online and/or offline listings of the products marketed under the afore-mentioned marks including on their own website and other third-party platforms and provide to the counsel for Plaintiff details of the existing or last batch of products under the impugned mark such as batch nos. and manufacturing/ expiry dates of the respective products within 15 days of execution of the present Settlement Agreement.

5. The Second Party agrees and undertakes not to use the below-mentioned trade marks for vaccines and injectable preparations and will continue to use these trade marks for other pharmaceutical preparations such as tablets, capsules, syrups, oral suspensions. The Second Party further agrees and undertakes to apply for amendment of the 'goods specifications' section of its trade mark applications/ registrations and add the exclusion which would read as thus "all of the foregoing excluding vaccines and injectable preparations".

S. No.	***Mark***	***Last Batch No. & date of expiry***	***Trade Mark Application No.***
1.	*LYCORIXX*	*ALD5545D; 08/2027*	*3865499*
2.	*ETIZORIX*	*Discontinued*	*4584967*
3.	*OFZORIX*	*AKX01BUA; 05/2027*	*4584969*
4.	*DEFZORIX*	*LGP07/226/03; 06/2027*	*4764976*
5.	*KITRIX*	*XT3638C; 01/2027*	*5051289*
6.	*TOLPERIX*	*ADT252140A; 07/2027*	*6495930*
7.	*FLUCORIX*	*LGP05/073/02; 04/2027*	*N/A*
8.	*TREXORIX*	*LGP03/354J01; 02/2027*	*N/A*
9.	*CACCIRIX*	*AKX01BGA; 03/2027*	*N/A*

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6. The Second Party agrees and undertakes to limit the use of the marks PIPTARIX (trade mark registration no. 5393215), MERORIXX (trade mark application no. 5393128), and ESOMRJX (trade mark application no. 5393219) to the goods which are being offered under the at-issue marks, i.e., injections used to treat bacterial infections. The Second Party agrees and undertakes not to use the marks PIPTARIX, MERORIXX or ESOMRIX for any other injectable products besides injections used to treat bacterial infections. The Second Party further agrees and undertakes to apply for amendment of the 'goods specifications' section of its trade mark applications/ registrations to limit the goods claimed under these trade marks and add the exclusion of vaccines which would read as thus "injections used to treat bacterial infections; excluding vaccines".

7. Subject to the filing of the amendment for goods specifications of the trade mark applications/ registrations and the same being brought on record by the Trade Marks Registry, the First Party agrees and undertakes to withdraw the opposition/ cancellation proceedings filed against the respective trade mark applications/ registrations of the Second Party contained in paragraphs 3 and 5 of the instant agreement.

8. It is clarified that the Second Party is not restrained from using the suffix 'RIX' as part of its future trade marks subject to the following conditions (i) the Second Party shall not use or adopt any future marks with the suffix RIX for vaccines or injectable pharmaceutical products, and (ii) the Second Party shall not adopt a trade mark confusingly similar to the First Party's trade marks as contained in paragraph 1. To avoid any future disputes inter se the parties, a comprehensive list of First Party's RIX formative trade mark registrations is attached as ANNEXURE-C and Second Party undertakes to not adopt any mark similar to any of the trade marks contained in the said Annexure. Further, the Second Party agrees and undertakes to exclude vaccines and injectable pharmaceuticals products from the goods specifications section of all future trade mark applications containing RIX, which exclusion shall read as thus "all of the foregoing excluding vaccines and injectable preparations".

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9. The Second Party submits that it has, to the best of its knowledge, taken down all online listings of products bearing the Second Party's trade marks being 'RUTORIX', 'DROTARIX', 'AMIRIX', 'CEFTARIX', 'TREXORIX', 'CALCIRIX', and 'MIRIX'. Out of abundant caution, the Second Party requests that in case any residual listing on the internet is still active on its website or on any other third party platform including E-Pharmacies and social media platforms, the same may be reported by the First Party and the Second Party undertakes to take all possible and reasonable steps to initiate take-down action of the listing within 72 hours of the First Party reporting the same.

10. With a view to put a quietus to the disputes and amicably settle the same, and provided Second Party is otherwise in compliance with the terms and conditions of this Agreement, the First Party agrees not to press for its claim for monetary claims as sought in terms of the paragraphs 60 (c), (d), (e), and (f) of the Plaint. Each of the parties agree to bear their own costs and fees associated with this dispute and the Agreement.

11. The Parties have agreed that, in accordance with the terms set out in the Agreement, they shall pray to the Hon'ble Court that the Commercial Suit seeking permanent injunction for trademark infringement, passing off, damages, rendition of accounts, delivery up, etc. being CS (COMM.) No. 948/2023 may be decreed by the Hon'ble High Court of Delhi, in favour of the First Party and against the Second Party, in terms of the prayers in Paragraph 60 (a) and (b) of the Plaint provided that such permanent injunction as sought in the above paragraphs shall not include the marks MERORIXX, PIPTARIX and ESOMRIX.

12. The Parties agree that the Prayer clause under paragraph 42 (f) of the Plaint relating to the grant of damages stands settled and concluded in terms of clause 8 (above) of the present Agreement.

13. The First Party is at liberty to pray before the Hon'ble Court requesting for refund of the court fees to the First Party in terms of Section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908 and Second Party has no objection to this request.

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14. The Parties agree that they have executed the present Agreement by their free will and volition without any force or pressure from anybody. The Parties also agree that they have understood the contents of the present Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same in the future.

15. The Parties agree that they shall abide by the terms and conditions set out in the present Agreement. The Parties further agree that the statements made by them in this Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971. The First Party will also be at liberty to institute fresh proceedings on any such further and fresh cause of action that may arise against the Second Party in the future.

16. That the Parties undertake that they are bound by this Agreement and further undertake to abide by the terms and conditions set out in this agreement and not to dispute the same in the future."

2. Learned Counsel for the Plaintiff submits that with regard to Paragraph No. 4 of the Settlement Agreement, instead of 15 days' time stipulated therein, time of two months may be granted from the date of this Order.

3. Accordingly, the terms of Paragraph No. 4 of the Settlement Agreement is modified to the extent that time of 15 days provided therein stands modified to time of two months from today.

4. Further, learned Counsel for the Plaintiff submits that following URLs may be taken down pursuant to the Settlement Agreement agreed between the Parties:

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Marks	ACTIVE LINKS
RUTORIX	1. https://www.humanbiolife.com/rutorix-a-tablet 2. https://www.1mg.com/drugs/rutorix-tablet-723925?srsltid=AfmBOortaQEtIrOkBsnQSrppovxQm_JaGzlBXDwvu2xTYggLeM7pNYf0&wpsrc= Google+Organic+Search 3. https://company.pharmahopers.com/human-biolife-india-pvt-ltd/product/rutorix-a-tablets 4. https://www.indiamart.com/proddetail/rutoriix-a-trypsin-bromelain-rutoside-aceclofenac-tablets-2855829224833.html?srsltid=AfmBOoqX2Pku-m72jrvgyrXLBAVmHhBaqLsDE4kgmfNfKgOwBgp1L_7e 5. https://www.apollopharmacy.in/medicine/rutorix-d-tab-10-s?srsltid=AfmBOooKqacAPsMoKAPgfp71VeffLtSNN-c4rcsxn85qQF7M3cuN1pu7
DROTARIX	1. https://www.humanbiolife.com/DROTARIX-SUSPENSION 2. https://www.humanbiolife.com/drotarix-40-tablet- 3. https://www.humanbiolife.com/drotarix-injectable 4. https://www.1mg.com/drugs/drotarix-m-80mg-250mg-tablet-510440?srsltid=AfmBOoqgi7y4_ZhofFuDuxhote-yRIyz_hIbhJIhBUdiZlsrzN_27F75&wpsrc=Google+Organic+Search 5. https://www.1mg.com/drugs/drotarix-m-80mg-250mg-tablet-510440?srsltid=AfmBOoqgi7y4_ZhofFuDuxhote-yRIyz_hIbhJIhBUdiZlsrzN_27F75&wpsrc=Google+Organic+Search 6. https://www.apollopharmacy.in/medicine/drotarix-a-80mg-100mg-tablet?srsltid=AfmBOorGUakN6_59Tl0152DG01mH9Ct2Ovywsdwaua_mr_Jy8be90VCx

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	7. https://www.indiamart.com/proddetail/drotarix-m-drotaverine-hydrochloride-mefenamic-acid-tablets-2855639807655.html?srsltid=AfmBOoquFl0XycVQffompF5Mfba_GXC7M8BseMbsT5Yj2sXeT0P0DBR
AMIRIX	1. https://www.humanbiolife.com/amirix-250-injectable 2. https://www.humanbiolife.com/amirix-100-injectable 3. https://www.humanbiolife.com/amirix-500-injectable 4. https://www.1mg.com/drugs/amirix-100mg-injection-510301?srsltid=AfmBOoooUb_bQMVeLfmEmsLENpfiq15A3PbnbDY02P25iOcT1xW9asXe&wpsrc=Google+Organic+Search 5. https://www.truemeds.in/medicine/amirix-100-mg-injection-1-tm-inon2-010563
CEFTARIX	1. https://www.humanbiolife.com/ceftarix-1gm-injectable 2. https://www.humanbiolife.com/ceftarix-250-injectable 3. https://www.humanbiolife.com/ceftarix-tz-1125-injectable 4. https://www.1mg.com/drugs/ceftarix-250mg-injection-510351?srsltid=AfmBOoqMo0Odd2iiD3JHNZjcEt5-SWS6d87Y3Y5QQ4HgJW3d14ZRaTqG&wpsrc=Google+Organic+Search 5. https://www.truemeds.in/medicine/ceftarix-250-mg-injection-1-tm-inon2-013273 6. https://www.1mg.com/drugs/ceftarix-tz-1000mg-125mg-injection-813880?srsltid=AfmBOooNDzXnQySolM1fdYLW-Dxbx16AA0htbTNgnTu_4l-jrLrYcO0E&wpsrc=Google+Organic+Search 7. https://www.medibuddy.in/order-medicines/ceftarix-250mg-injection-1000473416

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5. Learned Counsel for the Plaintiff is at liberty to communicate the said URLs to the respective intermediaries, who are directed, upon receipt of a copy of this Order, to take down the same within a period of one week.

6. Learned Counsel for Defendant No. 2 submits that Defendant Nos. 2 and 3 have a limited role to play as Defendant Nos. 2 and 3 were the manufacturers of Defendant No. 1. Accordingly, Defendant Nos. 2 and 3 shall be bound by the terms of the Settlement Agreement to the extent it is applicable to Defendant Nos. 2 and 3.

7. Learned Counsel for the Plaintiff submits that the same direction may also be passed against Defendant Nos. 4 and 5.

8. Accordingly, Defendant Nos. 4 and 5 are also bound by the terms of the Settlement Agreement to the extent it is applicable to Defendant Nos. 4 and 5.

9. Let the Decree Sheet be drawn up accordingly. The Suit and pending Applications stand disposed of in the terms aforesaid.

TEJAS KARIA, J

OCTOBER 13, 2026
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