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

+ **CS(COMM) 1004/2025**

GLAXOSMITHKLINE PHARMACEUTICALS LIMITED....Plaintiff

Through: Mr. Vardaan Anand and Ms. Ruchika
Yadav, Advocates.

versus

MENSA FUTURA LIFE SCIENCES PRIVATE LIMITED AND ANR

.....Defendants

Through: Mr. Anurag Bajaj, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **02.02.2026**

I.A. 2791/2026 (seeking disposal of the Suit)

1. This is a joint application under Order XXIII Rule 3 read with Section 151 of Code of Civil Procedure, 1908 filed on behalf of the parties seeking disposal of the Suit on the basis of a Settlement Agreement arrived at between the parties. Learned counsel for the parties jointly submit that the parties have been able to amicably resolve the disputes and reduced the same into writing which forms part of the application.

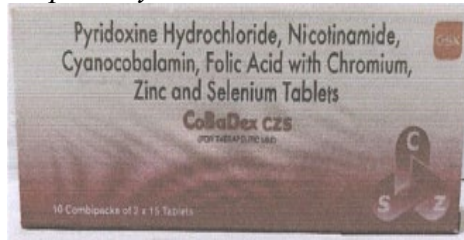
2. The terms of the Settlement have been enumerated in para 2 from clause (a) to (j) which are extracted hereunder:

“2. That during the pendency of the proceedings, the Defendants approached the Plaintiff 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 Parties agree that the Compromise Terms are binding on the Parties' successors, assignees, franchisees, both current and future, legal representatives, servants, agents, and upon any business in which the Parties may be directly or indirectly involved.*
- b. That Defendant No. 1 acknowledges the Plaintiff's*



prior rights in the trade mark 'COBADEX' and the Proprietary Red and White Packaging'



and Blister Pack



c. *The Defendant No. 1 and its representatives undertake to immediately and permanently cease use of the mark CUBANEX-CZS and packaging*



blister

pack

and



‘ or any other mark deceptively similar to the Plaintiff's trade mark 'COBADEX' or distinctive Proprietary Red and White Packaging and Blister Pack.

- d. The Defendants and their representatives further consent to the passing of a decree of permanent injunction in favour of the Plaintiff and against the Defendants as prayed for in paragraph 33 (a) and (b) of the Plaint.
- e. Defendants undertake not to adopt, or use any mark or packaging identical with, or deceptively similar to, the Plaintiff's trade mark 'COBADEX' or distinctive Proprietary Red and White Packaging or Blister Pack, at any time in the future. Further, Defendants will not object to the registrability of or challenge the validity of the Plaintiff's trade mark 'COBADEX' or distinctive Proprietary Red and White Packaging.
- f. The Defendant No . 1 submits that it has recalled the recently manufactured products from the market being 400 combipacks of 2 strips each bearing the impugned mark CUBANEX-CZS to destroy the same and provide documentary proof of such destruction to the Plaintiff's counsel within 7 days from the date of order of the Hon'ble Court. The Defendants further undertake not to manufacture any new products under the said mark or red and white packaging or blister pack
- g. The Defendant No. 1 agrees and undertakes to take all relevant steps to take down all online and offline listings, advertisements, and promotional materials bearing the impugned mark from their website, social media accounts, as well as on third-party platforms



including IndiaMart, within 7 days from the date of the order of this Hon'ble Court and provide proof of having done so to the Plaintiffs counsel within the 7 days.

- h. *That the Defendant No. 2 is the manufacturer of products under the impugned mark and packaging marketed by Defendant No. 1 under the mark 'CUBANEX-CZS'. The Defendant No. 2 agrees and undertakes not to manufacture products under the impugned mark 'CUBANEX-CZS'; marks confusingly similar to "COBADEX"; the impugned red and white packaging or blister strip; or the Proprietary Red and White Packaging in future on behalf of Defendant No. 1 or any other third party*
- i. *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.*
- j. *That in view of the above undertakings, the Plaintiff is agreeable to forego its claim of rendition of accounts, delivery up, damages and legal costs as prayed for in paragraph 36 (e), (f), (g) and (h) of the Plaint respectively."*

3. It is also relevant to extract para 3 of the said application which is extracted hereunder:

3. The undertakings have been furnished by Mr. Anurag Bajaj, being the constituted attorney of Defendant No. 1, and by Mr. Naresh Gupta, being the constituted attorney of Defendant No. 2. Each signatory hereby represents and warrants that they are duly authorised to execute these undertakings on behalf of Defendant No. 1 and Defendant No. 2 respectively, and that they do so of their own free will, and without coercion, undue influence, or duress. This undertaking will bind the Defendants and all those acting through it and, on its behalf, including but not limited to agents. Similarly, Mr. Vishal Vig, constituted attorney of the



Plaintiff, signs this compromise on behalf of the Plaintiff fully empowered to bind the Plaintiff to the terms of this compromise and hereby do so.

4. This Court has perused the terms of the Settlement and finds that the same are lawful and within the parameters of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. As such, there is no impediment in decreeing the Suit in terms thereof.

5. Learned counsel for the parties invites attention of this Court to clause (f) of para 2 of the application. As per clause (f), the defendant no.1 is stated to have recalled the manufactured products from the market, being 400 combipacks of 2 strips each bearing the impugned mark “CUBANEX-CZS” for destroying the same and providing documentary proof to the learned counsel for the plaintiff within seven days from the date of order. The defendants further has undertaken to not manufacture any new products under the said mark or red and white packaging or blister pack.

6. Learned counsel for the parties also invites attention of this Court to clause (g) of para 2 of the application to submit that the defendant no.1 has undertaken to take steps to take down all online and offline listings, advertisements, and promotional materials bearing the impugned mark from their website, social media accounts, as well as on third-party platforms including IndiaMart, within seven days from the date of the Order. The defendant no.1 has also undertaken to provide proof thereto to the learned counsel for the plaintiff within seven days from the date.

7. Defendant no.1/ Mr. Anurag Bajaj, the Director, who appears in person through VC mode, undertakes to destroy 400 combipacks of two strips each bearing the impugned mark CUBANEX-CZS packages as also not to manufacture new products under the said mark or red and white packaging or blister pack and also to take down the online and offline listings.



8. Accordingly, the defendant no.1/Mr. Anurag Bajaj states that the compliance affidavit shall be filed within the time provided under clause (f) and (g) of para 2 of the application.
9. The compliance affidavit shall be filed within one week, after having provided the proof of compliance of clause (f) and (g) of para 2 of the application to the plaintiff's counsel.
10. In view of the above, the Suit is decreed in terms of the aforesaid Settlement terms and the reliefs claimed in para 33 (a) and (b) of the plaint in favour of the plaintiff as against the defendants. The reliefs in para 33 (c), (e), (g) and (h) have been foregone by the plaintiff, as such, no orders need to be passed thereon.
11. Parties shall remain bound by the terms of the Settlement.
12. Let the decree be drawn up accordingly.
13. The Suit is decreed and disposed of accordingly.
14. On an oral prayer, the Court Fees shall be refunded to the plaintiff in terms of the Section 16 of the Court Fees Act, 1870 once the requisite formalities are completed as per the Rules.
15. The date before the Joint Registrar i.e. 17.03.2026 and the date before the Court i.e. 09.03.2026 stand cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 2, 2026

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