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

+ **CS(COMM) 1011/2025**

J. B. CHEMICALS AND PHARMACEUTICALS LIMITED

.....Plaintiff

Through: Mr. Prithvi Singh, Advocate.

versus

MENSA FUTURA LIFE SCIENCES PVT. LTD. AND ANR.

.....Defendants

Through: Mr. Anurag Bajaj, Advocate.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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23.02.2026

I.A. 4848/2026 (Under Order XXIII Rule 3 CPC)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, ('CPC') jointly filed on behalf of the plaintiff and also the defendants.

2. Learned counsel for the parties jointly submit that *inter se* disputes between the parties was amicably resolved out of Court and the settlement terms have been reduced into writing and recorded in the present application from para nos. 5(a) to 5(h).

3. For convenience, para nos. 5(a) to 5(h) are reproduced hereunder:-

"5. That . the Plaintiff and the Defendants; with a view to amicably resolving all their disputes and bringing the present litigation to an end, have mutually agreed to settle the matter on the following terms:

a) The Defendants acknowledge that the Plaintiff is the owner and registered proprietor of the trademark ZECUF, under the Trade Marks Act, 1999, as well as under common law.

b) The Defendants, including its directors, employees,



distributors, marketers, agents, and all others acting on its behalf, acknowledge and undertake that they shall not manufacture, market, offer for sale, advertise, or in any manner, directly or indirectly, deal in any products, whether online or offline, under the mark ZIKUFF or any other trademark identical with or deceptively/confusingly similar to the Plaintiff's registered trademark ZECUF, and/or the act of passing off.

c) Defendant No.1 undertakes to withdraw the trademark application filed before the Trade Marks Registry, Ahmedabad. The details of the said trademark application are below:

Trademark No.	Mark (Word Mark)	Class
5445837	ZIKUFF	5

A copy of the letter of withdrawal (as filed) Is attached as **Document –A.**

d) The Defendants undertake that they have not filed any other application for the registration of the mark/s ZIKUFF or any other marks that are deceptively similar to the Plaintiff's trademark ZECUF. Defendants also undertake that they shall not, now or in the future, file any trademark application for the registration of ZIKUFF or any other mark identical and/or deceptively similar to ZECUF or any other similar mark whether in the form of a word, label or other composite mark in respect of any goods or services whatsoever.

e) The Defendants undertake to remove/hide/conceal all the references from infringing advertising and promotional material, including visiting cards, labels, stationery, notepads, banners, signages, pamphlets, brochures, containers, cartons, product packs, and all other business papers, printed material, visual aid and any other materials bearing the mark ZIKUFF, or any variant thereof that is deceptively similar to the Plaintiff's trademark ZECUF.

In the event the Defendants are unable to remove the infringing mark from any such material, they undertake to have the same destroyed at their own cost, under their supervision, and to furnish proof of such destruction to the Plaintiff/Plaintiff's counsel within a period of two (2) weeks from the date of recordal of the settlement.

f) The Defendants also undertake to re-label, at their own cost and supervision, all products seized during the local commission carried out on 29th September 2025. The Defendants



further undertake that their manufacturer(s) shall not manufacture any cough syrup or pharmaceutical preparations under the infringing mark ZIKUFF, and/or any variant thereof that is deceptively similar to the Plaintiff's trademark ZECUF. The details of the seized products are set out below:

Product	Quantity
ZIKUFF-AC	2997 bottles
ZIKUFF-LS	1187 bottles
ZIKUFF SUPER	19 bottles
ZIKUFF-DX (Soft gels)	450 strips
ZIKUFF-LC	3 bottles
Catalogues and Promotional material	709 pcs.
Notepads	4300 copies
Pamphlets	300 pcs.

In the event the Defendants are unable to remove the infringing mark from the seized bottles, they undertake to have the same destroyed at their own cost, under their supervision. The Defendants undertake to provide a copy of the compliance report pertaining to the re-labelling and/or destruction to the Plaintiff/Plaintiff's counsel within a period of two (2) weeks of having completed the said task.

g) The Defendants undertake to remove all references and digital footprints pertaining to the mark ZIKUFF, from its website and all other online and offline platforms. h) In consideration of the above, Defendants shall pay a sum of INR 1,00,000 as costs and damages incurred to the Plaintiff via Demand Draft No. 544935, dated 13.01.2026, issued in the name of J.B. Chemicals & Pharmaceuticals Ltd. payable at Mumbai. Copy of the said demand draft is attached as Document - B.

*h) In consideration of the above, Defendants shall pay a sum of INR 1,00,000 as costs and damages incurred to the Plaintiff via Demand Draft No. 544935, dated 13.01.2026, issued in the name of J.B. Chemicals & Pharmaceuticals Ltd. payable at Mumbai. Copy of the said demand draft is attached as **Document - B.**"*

4. It would also be appropriate to reproduce para nos. 6 to 8 which read thus:-

"6. The Defendants undertake not to commit any breach of the



undertakings mentioned in this settlement application in future in any manner whatsoever. In case of any breach by either of the Defendants or its representatives, which they acknowledge, will be liable to pay a sum of INR 50,00,000 (Fifty Lakh Only) to the Plaintiff's for each act of infringement.

7. Subject to the preceding paragraphs, Defendants undertake that as on the date of recordal of the said compromise before the Hon'ble Court, they are not in violation of the order dated 23rd September 2025 passed by this Hon'ble Court in any manner whatsoever. Further, the Plaintiff prays that present matter is at interim stage and therefore, the Plaintiff prays refund of the Court Fees under Section 16 and 16A of the Court Fees Act, 1870. The Defendants have no objection to the same.

8. The aforesaid undertakings have been signed by Defendant No.1 and Defendant No.2 through their authorized signatory, Mr. Anurag Bajaj. The undertakings given herein shall be binding on all the legal heirs, affiliates, sister concerns, employees, principals, business partners, representatives and assigns-in-business of the Defendants. Similarly, Ms. Avanti Raorane, authorized signatory of the Plaintiff, signs this compromise on behalf of the Plaintiff, who is fully empowered to bind the Plaintiff to the terms of this settlement application and hereby do so."

5. According to para 5(f), the defendants undertake to re-label all products seized during the execution of the Commission. The defendants further undertake that their manufacturer shall not manufacture any cough syrup or pharmaceutical preparations under the infringing mark 'ZIKUFF' or any variant thereof that may be deceptively similar to the plaintiff's trademark 'ZECUF'.

6. The defendants are bound by the said term contained in para 5(f) of the Settlement Agreement.

7. The compliances which are to be completed by the defendants are also enumerated in para 5(f) of the application which form the part of the Settlement Agreement.

8. According to the terms, the defendants are to re-label the seized products, the details whereof are given in the tabulated form of para 5(j) of the



present application. They further undertake that in case re-labelling is not possible, the said bottles which have been manufactured therein would be destroyed. So far as the catalogues and promotional material, notepads and pamphlets are concerned, the defendants have also undertaken to destroy the same.

9. Post such destruction and re-labelling, the copy of the compliance report be furnished to the learned counsel for the plaintiff.

10. So far as the payment of cost and damages is concerned, as detailed in para 5(h), the counsel for the plaintiff has affirmed the receipt of the same.

11. The terms of Settlement shall remain binding on the parties.

12. This Court has perused the terms of settlement and finds them lawful and within the contours of the Order XXIII Rule 3 of CPC 1908. There does not seem to be any impediment in case the Suit is decreed in terms of the settlement arrived at between the parties.

13. Let a decree sheet be drawn up in terms of the Settlement Agreement.

14. The Suit is decreed in the terms of the Settlement Agreement and disposed of alongwith all pending applications, if any.

15. The Court Fees in terms of Court Fees Act, 1870, shall be refunded to the plaintiff upon fulfilment of all formalities as per rules.

16. The date before Joint Registrar (Judicial) i.e. 29.04.2026 and the date before the Court i.e. 21.05.2026 stand cancelled.

TUSHAR RAO GEDELA, J

FEBRUARY 23, 2026

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