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

+ **CS(COMM) 1063/2025**

NOVARTIS AG & ANR.

.....Plaintiffs

Through: Ms. Mamta Jha, Ms. Pragya Jain, Ms.
Anjeeta Rani and Ms. Diksha,
Advocates.

versus

NOVASYS PHARMACEUTICAL PRIVATE LIMITEDDefendant

Through:

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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10.04.2026

I.A. 9931/2026 (Under Order XXIII Rule 3)

1. This is an application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908, filed jointly on behalf of the plaintiffs and the defendant.

2. Learned counsel for the parties submit that the *inter se* disputes have been amicably settled out of the Court. The terms of settlement are recorded into writing and enumerated in para 3(i) to 3(xiii). The said terms are extracted hereunder:

“i. The Defendant acknowledges that the Plaintiffs are the proprietor of the trade mark NOVARTIS and further acknowledges all the trade mark registrations of the Plaintiffs and undertakes not to challenge such trade mark registrations of the Plaintiffs in future.

ii. The Defendant hereby agrees to cease manufacturing, sale, offer for sale, advertising (online or offline) or use in any manner directly or indirectly, the impugned mark NOVASYS or any other deceptively similar trade mark/trade name as that of the trade mark NOVARTIS of the Plaintiff with relation to the Defendant's business, or through its partners, franchisees, representatives, agents or any entity incorporated by the Defendant or anyone acting for and

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on its behalf.

iii. The Defendant undertakes to take down all the listings pertaining to the impugned mark NOVASYs from the internet including e-commerce platforms as well as social media pages.

iv. The Defendant undertakes to cease use of the impugned mark NOVASYs for their business and as part of their company name. The Defendant shall take steps to change its company name with the Registrar of Companies with prior consent and intimation to the Plaintiffs. The Plaintiffs agree to allow the Defendant time of sixty (60) days from the date of signing the present application to have such change effectuated with all relevant authorities.

v. 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.

vi. The Defendant undertakes to recall all the products 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.

vii. The Defendant declares and confirms to have recalled the 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 under the impugned mark NOVASYs and/or any other deceptively similar mark 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, stationery, etc. bearing the impugned mark NOVASYs available with them and/or recalled from the market and shall share proof of such destruction within 10 (ten) days from the date of execution of this settlement agreement.

ix. The Defendant confirms that they have ceased all operations under the impugned mark NOVASYs.

x. The Defendant confirms that they have not filed, either through themselves 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 Plaintiffs' 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 Plaintiffs' 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 agree to forgo their claim of damages, rendition of accounts, cost and delivery up against the Defendant in terms of the prayer made in the suit.

xiii. Both parties further agree and declare that the present terms arrived at between them and recorded herein are voluntary, without any duress or undue influence, fair and bona fide and in the interest of both parties and also undertake before this Hon'ble Court to abide by the terms and conditions set out herein and not to dispute the same in future."

3. It is also relevant to extract para 4 and 5 of the said settlement agreement, the same are extracted hereunder:

"4 .The aforesaid terms have been signed by Mr. Atul Bade, the constituted attorney of the Plaintiffs. The aforesaid terms shall be binding upon the Plaintiffs, as well as their directors, associates, affiliated companies and sister concerns.

5. The aforesaid terms have been signed by Mr. Prince Kumar Singh, Director of the Defendant. The aforesaid terms shall be binding upon the Defendant, including their directors, associates, affiliated companies, sister concerns, distributors, suppliers, dealers and all those acting on their behalf or through the Defendant for all times to come."

4. This Court has perused the terms of the settlement and finds them lawful. The said terms are within the contours of Order XXIII Rule 3 of the CPC. There is no impediment in case the suit is decreed in terms thereof as also in terms of the prayer clause para 50 (a), (b) and (c) of the plaint.

5. The defendants, who are present in person, confirms and affirms the aforesaid agreement and has no objection in case the suit is decreed in terms of the settlement agreement as also the prayer clause para 50 (a), (b) and (c) of the



suit plaint.

6. Accordingly, let the decree sheet be drawn up in terms of para 3(i) to 3(xiii) of the application and also the prayer para 50 (a), (b) and (c) of the suit plaint.

7. The suit is decreed and disposed of in the above terms alongwith all pending applications.

8. Parties are bound by the terms of settlement agreement.

9. As requested, the plaintiff be refunded the Court Fee under Section 16 of the Court Fees Act, 1870, upon completion of all the formalities as per Rules.

10. The next date of hearing stands cancelled.

TUSHAR RAO GEDELA, J

APRIL 10, 2026

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