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

+ CS(COMM) 1031/2024, I.A.45568/2024, I.A.7295/2025,
I.A.20884/2025

CIPLA HEALTH LIMITEDPlaintiff

Through: Ms. Archana Sahadeva and Mr.
Harshit Bhoi, Advs.

versus

ARISTO PHARMACEUTICALS PVT. LTD. & ANR.

.....Defendants

Through: Mr. Sagar Chandra, Mr. Srijan
Uppal, Mr. Abhishek Bhati and Mr.
Subhadeep Das, Advs. for D-1.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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16.02.2026

I.A. 4316/2026 (*Order XXIII Rule 3 of the CPC*)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendants seeking a consent decree based on the terms of settlement as mentioned in *para 2* of the present application, which is reproduced as under:-

“2. It is submitted that after multiple discussions and deliberations, in order to amicably resolve the dispute between the Parties, without admission of liability or guilt, and without going into the merits of the case; the Parties (the Plaintiff and the Defendants) have decided to settle their disputes and the terms of Settlement are as under:



a. Defendant No. 1 agrees and undertakes that it shall discontinue the use of the Trade Mark 'OLYTE/ ARISTOOLYTE' in Classes 5 and 32, in respect of goods being "Ready to serve/drink Energy Drinks"/ "Medicinal and Pharmaceutical Preparations"/ "Beers" I "Mineral and Aerated Waters and other Non-Alcoholic Drinks" I "Fruit Drinks and Fruit Juices"/ "Syrups and Other Preparations for Making Beverages" in perpetuity.

b. Defendant No. 1 agrees and undertakes to apply for cancellation/removal of the following Trade Mark registrations obtained by it, within a period of one month from the date of signing the present application:

Sr. No.	Application No.	Mark	Class
1.	3221907	O-LYTE	32
2.	3485419	ARISTO OLYTE	32
3.	3568688	ARISTO OLYTE ORS	5

c. It is submitted that Defendant No. 2 manufactured goods bearing the Trade Mark 'OLYTE/ ARISTO OLYTE' on behalf of Defendant No. 1. In view of Defendant No. 1 discontinuing these use of the Trade Mark 'OL YTE/ ARISTO OLYTE', Defendant No. 2 agrees and undertakes that it has discontinued the manufacturing of products of Defendant No. 1 being "Ready to serve/drink Energy Drinks"/ "Medicinal and Pharmaceutical Preparations"/ "Beers" I "Mineral and Aerated Waters and other Non-Alcoholic Drinks" I "Fruit Drinks and Fruit Juices"/ "Syrups and Other Preparations for Making Beverages" which bear the Trade Mark OLYTE/ ARISTOOLYTE'.

d. It is submitted that as on 27" October, 2025, Defendant No. 1 held a stock of 2,50,000 units of products under the Trade Mark OLYTE/ ARISTO OL YTE'. Details of the last manufactured batch by Defendant No. 2 on behalf of Defendant No.1 are as



under:

Batch No.	A005064
Manufacturing Date	June, 2025
Expiry Date	November, 2026

It is mutually agreed between the Plaintiff and Defendant No. 1 that the aforementioned stock would be exhausted on or before April 30, 2026. Further, it is also agreed and understood between the Plaintiff and the Defendants that no new batches would be manufactured by and/or on behalf of Defendant No. 1 during this period, under the Trade Mark 'OLYTE/ ARISTO OLYTE'.

e. Defendant No. 2 agrees and undertakes that it does not have any finished goods under the Trade Mark 'OLYTE/ ARISTO OLYTE' in its power, possession or custody. Defendant No. 2 further undertakes that it has in its possession, only 2270 Nos. of empty Cartons bearing the Trade Mark 'OLYTE/ ARISTO OLYTE'. Defendant No. 2 agrees and undertakes to destroy the aforementioned 2270 empty Cartons bearing the Trade Mark 'OLYTE/ ARISTO OLYTE' within 15 days of signing the present Joint Settlement Application.

f. Defendant No. 1 is already a Registered Proprietor of the Trade Mark "ARISTOLYTE" in Class 5 under Application No. 3221905 for goods being "Medicinal and Pharmaceutical Preparation" and in Class 32 under Application No. 3221909 for goods being "Beers; Mineral and Aerated Waters and other Non-Alcoholic Drinks; Fruit Drinks and Fruit Juices; Syrups and other preparations for making Beverages".

g. Defendant No. 1 has decided to use its Registered Trade Mark 'ARISTOLYTE' in reference to its goods including but not limited to "Ready to serve/drink Energy Drinks"/ "Medicinal and Pharmaceutical Preparations"/



"Beers"/ "Mineral and Aerated Waters and other Non-Alcoholic Drinks"/ "Fruit Drinks and Fruit Juices"/ "Syrups and Other Preparations for Making Beverages". The Plaintiff undertakes that it shall not, either directly or indirectly, itself or through any third party, object/ dispute/ challenge the adoption and/ or use of the mark 'ARISTOL YTE' by the Defendant No. 1 in relation to goods including but not limited to "Ready to serve/drink Energy Drinks"/ "Medicinal and Pharmaceutical Preparations"/ "Beers"/ "Mineral and Aerated Waters and other Non-Alcoholic Drinks"/ "Fruit Drinks and Fruit Juices"/ "Syrups and Other Preparations for Making Beverages". It has been further agreed between the Parties that Defendant No. 1 will be at liberty to get its products under the Trade Mark 'ARISTOL YTE' manufactured by Defendant No. 2 and the Plaintiff has no objection to the same. For the sake of clarity it is specified that the word ARISTOLYTE shall at all times be depicted as one word, without any hyphen (s) / space, in the same colour, font and size and it shall, at no time, be depicted in a manner so as to give an impression that it is two different words combined together.

h. Subject to the contents of Clause 2(g) herein above, the Plaintiff agrees and undertakes that it shall not, either directly or indirectly, itself or through any third party, object to Defendant No. 1 's Trade Mark Application/s in class/es 5 and 32, whether registered or unregistered filed for the Brand Name/Trade Mark "ARISTOLYTE" presently and in the future and shall not object/ oppose/ challenge the validity of the same before the Trade Marks Registry or any other judicial or quasi-judicial fora in India in the future.

i. The Parties herein confirm and declare that they have voluntarily and of their own free will arrived at the present Settlement Terms and that the same shall be binding upon both the Parties, along with their Directors,



Wholly Owned Subsidiaries, Nominees, Successors, Subsequent Assignees, Officers, Employees, Agents, Proprietors, Partners, Servants and Assigns, and all those acting for and on their behalf and the Parties hereto also confirm and agree that any violation of the present Settlement Terms would amount to contempt of the orders of this Hon'ble Court.

j. The Parties agree that in view of the above undertakings and acknowledgements, the present Suit and the pending Applications may be disposed of in terms of the present Joint Settlement Application.

k. By signing and executing the present Joint Settlement Application, the Parties hereto agree and state that they have no further claims or demands against each other in relation to the subject matter of the Suit and all the disputes and differences in the Suit have been amicably settled by the Parties hereto.”

2. The present application is duly supported by affidavits of the authorized representatives/ signatories of the plaintiff and the defendants.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in *para 2* of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendants and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

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6. The learned counsel appearing for the plaintiff, in view of the



compromise entered *inter-se* the plaintiff and the defendants, prays that since the dispute *inter se* them have been settled, the present suit be decreed in the terms of aforesaid settlement as recorded in *para 2* of the application bearing no. I.A. 4316/2026.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded in *para 2* of the application bearing no. I.A. 4316/2026, which are reproduced hereinabove.

8. Needless to mention, both the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in *para 2* of the application bearing no. I.A. 4316/2026.

9. Learned counsel for the plaintiff prays that since the disputes between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

10. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

11. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

12. Learned counsel for the plaintiff submits that, upon receipt of the aforesaid Court fees, the same shall be deposited with the Delhi High Court Staff Welfare Fund [A/C 15530110074442; IFSC UCBA0001553] within a period of *two weeks*.

13. Registry is directed to draw up Decree Sheet accordingly.

14. Needless to mention, the aforesaid terms as mentioned in *para 2* of



the application bearing no. I.A. 4316/2026, shall form a part of the decree sheet.

15. Accordingly, in view of the above, the present suit alongwith the pending applications, is disposed of.

SAURABH BANERJEE, J.

FEBRUARY 16, 2026/bh