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

+ **CS(COMM) 1327/2025**

EMCURE PHARMACEUTICALS LIMITEDPlaintiff

Through: Ms. Archana Sahadeva and Ms.
Shiwangi Singh, Advocates.

versus

WELLHUB INDIA PRIVATE LIMITED & ORS.Defendants

Through: Mr. Pranav Prasoon, Mr. Sarthak
Gaurav and Mr. Abhinav Aanand,
Advocates.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **14.05.2026**

I.A. 13485/2026

1. Learned counsel appearing for the parties state that the *inter-se* disputes have been resolved amicably out of Court. The terms of settlement are stated to have been reduced into writing and incorporated in the application from para 4 (a) to 4(o).

2. The said terms are extracted hereunder:

“a) The Defendants, or anyone acting for or on their behalf, either directly or indirectly, acknowledge that the Plaintiff is the prior adopter, registered proprietor and user of the Trade Mark ‘OROFER’. The Defendants undertake not to challenge the validity of the trade mark registrations obtained by the Plaintiff, details of which have been enumerated in Para 6 of the Plaint, or the Plaintiff’s exclusive proprietary rights in the Trade Mark ‘OROFER’ and its extensions, anytime now or in the future.

b) The Defendants acknowledge that the Plaintiff is the original author and owner of the copyright in the trade dress/product packaging



c) The Defendants undertake not to use, either directly or indirectly, through themselves or through anyone acting for or on their behalf, the Impugned Trade Mark viz. "ORAFER / ORAFER XT", or any other trade mark which is either identical or deceptively similar to the Plaintiffs prior adopted, used and well known Trade Mark 'OROFER / OROFER XT', in relation to pharmaceutical or nutraceutical or ayurvedic products.

d) The Defendants undertakes not to use, either directly or indirectly, through themselves or through anyone acting for or on their behalf, the Impugned Trade Dress viz.



, or any trade dress / product packaging/layout/or get-up that is identical or deceptively or confusingly similar to the Plaintiffs Trade Dress viz.



, in relation to pharmaceutical products or nutraceutical products or ayurvedic products etc.

e) The Defendants undertake not to adopt and / or use the Impugned Trade Mark/Trade Dress 'ORAFER XT/



either together or independently, in any manner, including but not limited to use as a trade mark / trade dress / third party websites or in any other manner which would result in violation of the Plaintiffs statutory and common law rights in its prior adopted, used and well-known Trade mark/ Trade dress OROFER/



f) Defendants acknowledge Plaintiff's rights along with goodwill in the Trade Mark/Trade Dress of the Plaintiff viz. 'OROFER/



g) The Defendants acknowledges that the Trade mark/Trade dress of the



Plaintiff viz. OROFER/
and well-known.

are distinctive



h) Defendants undertake not to use, either directly or indirectly, in any act of commercially making, using, offering for sale, selling or importing, exporting or otherwise using the Impugned Trade Mark/Trade Dress



'ORAFER XT' or any other Trade Mark/Trade Dress that is identical or deceptively or confusingly similar to the Plaintiff's Trade Mark/Trade Dress 'OROFER/



i) Defendants shall issue take down notices to all e-commerce, third-party websites/ online listings, if any, which are marketing and/or selling any goods or offering any services bearing the Impugned Trade Mark/ Trade Dress 'ORAFER/ORAFER XT



, and/or any
deceptively similar trade mark/ trade dress to that of the Plaintiffs prior
adopted, used and well-known Trade Mark/Trade Dress 'OROFER/



, within a period of 15 days from the
date of signing the present settlement agreement, and provide proof thereof
within a period of 48 hours thereafter to the Plaintiff.

j) The Defendants undertake to take-down the social media posts,
handles (only if such posts / handles are exclusively being used for promoting
or selling any goods or offering any services bearing the Impugned Trade
Mark/ Trade Dress 'ORAFER/ORAFER XT) and containing the Impugned
Trade Mark/Trade Dress 'orafer xt/



and/or any
deceptively trade mark/trade dress to that of the Plaintiff's prior adopted, used
and well-known Trademark/Trade Dress 'OROFER/



, if any, and provide a confirmation of
such surrender to the Plaintiff, supported with adequate documentation, within
a period of 15 days from the date of execution of this Agreement.

k) The Defendants confirm that they do not have any existing
stocks/products (including any stock in transit or in possession of its stockist,
wholesalers) and the Defendants shall make all best endeavours to ensure that
no existing stock is sold by 3rd party retailers / pharmacies, under the Impugned
Trade Mark/Trade Dress 'ORAFER XT/



Trade Mark/Trade Dress identical and/or deceptively or confusingly similar to
the Plaintiff's Trade Mark/Trade 'OROFER/



and further agrees to take reasonable
step to destroy all the literature and materials including promotional
material/advertisement, signboard/ hoardings, stationary, catalogues,
brouchures, pamphlets, bills, books etc. bearing Impugned Trade Mark/Trade
Dress OROFER XT/



or any trade mark/trade dress identical and/or deceptively or confusingly similar to the Plaintiff's Trade Mark/Trade Dress OROFER/



l) The Defendants acknowledge and undertake that they have not filed any application seeking registration of the trade mark or copyright of any mark identical or deceptively similar to the Plaintiffs prior adopted, used and well-known Trade Mark/Trade Dress viz. OROFER/



. The Defendants further confirm that no other trade mark or copyright application is pending, or will be filed in future, for any trade mark/trade dress which is identical or deceptively similar to the Plaintiffs prior adopted, used and well-known Trade Mark/ trade dress



viz. OROFER/

m) The Defendants agrees to pay a monetary compensation to the tune of Rs.50,000/- to the Plaintiff for all legal costs incurred in pursuing the present litigation. The said amount shall be transferred by the Defendants to the Plaintiff on or before the date of signing of the present Agreement by both Parties.

n) The Defendants, and anyone acting for or on their behalf, undertake and acknowledge that failure to abide by the terms of the present settlement agreement shall have consequences of payment of fixed damages of INR 10,00,000/- (Rupees Ten Lakhs only) by the Defendants to the Plaintiff. This is in addition to the rights available to the Plaintiff under law to seek further appropriate redress al under law. It is made clear that the right of the Plaintiff to impose a penalty as provided for in the present Clause shall in no way be



deemed as a waiver of the rights available to them in law to seek enforcement of the present Agreement or of the decree granted in favor of the Plaintiff.

o) The Defendants are agreeable to a decree of permanent injunction being passed in the matter, in pursuance to Prayer Clause 64(a), 64(b), 64(c) of the accompanying suit.”

3. It is deemed necessary also to extract paras 5 and 6 of the said application which are reproduced hereunder:

“5. The present settlement agreement is signed on behalf of the Plaintiff by its Authorised Representative, Mr. Sanjay Rajanikant Mehta and by Mr. Jagraj Chauhan, Defendant No. 3 herein and the Authorised Representative of the Defendants 1 and 2. The above terms are binding on the Defendants, their directors, officers, successors, assigns, partners etc. and any associated businesses.

6. The Parties undertake before the Hon'ble Court that they are bound by the Settlement Agreement and to abide by the terms and conditions set out in the Settlement Agreement.”

4. Ms. Archana Sahadeva, learned counsel for the plaintiff states that in compliance of the terms as enumerated in para 4(m), a sum of Rs.50,000/- as compensation has already been received by the plaintiff. No further compliances are required.

5. This Court has perused the terms of settlement and finds them lawful. The said terms appear to be within the contours of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. There seems to be no impediment in passing the decree in terms thereof.

6. Accordingly, let a decree sheet be drawn up in terms of para 4(a) to para 4(o) of the application and read with prayer clause 64(a), (b) & (c) of the suit plaint. The parties shall remain bound by the terms of the settlement as recorded above.

7. At request, the Court Fees be refunded to the plaintiff in terms of Section 16 of the Court Fees (Delhi Amendment) Act, 2026, upon completion of all the formalities, as per rules.



8. The suit is decreed and disposed of in the aforesaid terms alongwith all the pending applications.

9. The dates already fixed i.e. 10.08.2026 before the Joint Registrar (Judl.) and 01.09.2026 before the Court, stand cancelled.

TUSHAR RAO GEDELA, J

MAY 14, 2026

kct