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

CNR No. DLHC010230932025

+ **CS(COMM) 369/2025 & I.A. 10211/2025**

**GLAXOSMITHKLINE PHARMACEUTICALS
LIMITED**

.....Plaintiff

Through: Mr. Urfee Roomi, Mr. Ayush Dixit
and Ms. Angela Arora, Advocates.

versus

VIRCHOW LABORATORIES LIMITED AND ANR.....Defendants

Through: Mr. Swapnil Gaur and Mr. Ansh
Sharma, Advocates for D1.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
04.08.2026**

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1. This suit is instituted on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendants and all others acting on their behalf from manufacturing, offering for sale, selling, displaying, advertising, marketing, whether directly or indirectly, and whether on the Internet or otherwise, ointments and any other medicinal or pharmaceutical products bearing the impugned mark KBACT and/or any other mark that is deceptively similar to Plaintiff's T-BACT mark and/or any other mark that incorporates impugned KBACT such as KBACT-CM mark, amounting to infringement and/or passing off.
2. During the pendency of the suit, Plaintiff settled the matter with



Defendant No.2 and on 07.07.2026, the suit was decreed *qua* Defendant No. 2.

3. Learned counsels for the Plaintiff and Defendant No.1 jointly submit that disputes between them have also been amicably resolved and consent terms are handed over, which are as follows:-

“1. This settlement agreement binds the Plaintiff, GlaxoSmithKline Pharmaceuticals Limited, its predecessors-in-business and interest, and affiliate and subsidiary companies, as well as the Defendant No. 1, Virchow Laboratories Limited, its predecessors-in-business and interest, affiliates, subsidiaries and related companies;

2. Defendant No. 1 acknowledges the Plaintiff’s right, title and interest in its T-BACT mark (hereinafter, the “Plaintiff’s T-BACT Mark”);

3. Defendant No. 1 states that it has acquired all rights, title, and interest in the mark KBACT from the Defendant No. 2, Indi Pharma Private Limited, by way of a duly executed Deed of Assignment dated July 1, 2024, including Application No. 3378037, for the mark KBACT, dated September 30, 2016. The Defendant No. 1 states that, pursuant to the assignment, the Defendant No. 1 has the sole and exclusive right to use, and continues to use, the KBACT mark in relation to its pharmaceutical preparation, namely, an ointment containing the active ingredient Mupirocin. The Defendant No. 1 has also filed another trade mark application, namely, Application No. 6662537, for the mark KBACT-CM, dated October 9, 2024, on a proposed to be used basis, covering goods in Class 5. The term ‘use’ includes, but is not limited to, use on and in relation to pharmaceutical preparations, on promotional or advertising material, on third-party business listing websites and e-commerce websites/pharmacies;

4. Defendant No. 1 undertakes that besides Application Nos. 3378037 and 6662537, it has not filed, caused to be filed, and/or does not own any other trade mark application(s)/ registration(s), and will not file/cause to be filed, at any future time, any trade mark application(s) for (i) the mark KBACT, (ii) any mark that incorporates the mark KBACT, whether alone or in conjunction with any other words(s) and/or devices; and/or (iii) any marks that are identical/similar to the Plaintiff’s T-BACT Mark, whether alone or in conjunction with other word(s) and/or device(s), covering any goods or services, including, but not limited to, pharmaceutical and medicinal preparations, or any allied/cognate/related goods and/or services;

5. Defendant No. 1 undertakes to file, at its own cost, requests at the



Trade Marks Registry, seeking withdrawal of Application Nos. 3378037 and 6662537, within fifteen (15) days from the date of decree of the present civil suit by the Hon'ble Court, and to provide proof of such filing to the Plaintiff's counsel, Sujata Chaudhri IP Attorneys, within two (2) days thereof. The Defendant No. 1 further undertakes to ensure that the cancellation/withdrawal requests are recorded at the earliest;

6. *Defendant No. 1 acknowledges that the mark KBACT was in use and now, undertakes that it will never, whether directly or indirectly, in the future, use (i) the KBACT mark; (ii) any marks that incorporate the KBACT mark, whether alone or in conjunction with any other words(s) and/or devices; and/or (iii) any marks that are identical/similar to the Plaintiff's T-BACT Mark, whether alone or in conjunction with any other word(s) and/or device(s), on and in relation to any pharmaceutical/medicinal preparations, including, ointments containing the active ingredient Mupirocin and/or any other allied/cognate/related goods and/or services;*

7. *Defendant No. 1 undertakes that, it shall make best endeavours, to file take down requests with all third-party business listing websites, e-pharmacies etc., to takedown all online listings bearing reference to (i) the KBACT mark; (ii) any marks that incorporate the KBACT mark, whether alone or in conjunction with any other words(s) and/or devices; and/or (iii) any marks that are identical/similar to the Plaintiff's T-BACT Mark, whether alone or in conjunction with any other word(s) and/or device(s), and provide proof of such filing to the Plaintiff's counsel, Sujata Chaudhri IP Attorneys, within two (2) days thereof;*

8. *Plaintiff undertakes that the Defendant No. 1 shall not be held liable for any non-compliance of any third-party websites, e-pharmacies, etc., provided the Defendant No. 1 makes reasonable efforts to pursue the takedown requests with such third-party websites, e-pharmacies, etc;*

9. *Defendant No. 1 undertakes that within three (3) months from the date of decree of the present civil suit by the Hon'ble Court, it will exhaust any and all of the unsold inventory of the finished and unfinished products bearing the mark KBACT or any other mark that incorporates KBACT. The Defendant No. 1 shall file a Compliance Affidavit thereof confirming the exhaustion of the stock;*

10. *Defendant No. 1 undertakes that, within ten (10) days from the lapse of above noted three (3) months' time period, it will destroy, at its own cost, any and all unsold inventory of finished and unfinished goods, and any other materials, including the packaging material (including cardboard boxes), labels, promotional and advertising material, price lists, brochures and any other materials, which are stored/lying at its premises, as well as any other premises under its control, bearing (i) the mark KBACT; (ii) any mark that incorporates the mark KBACT, whether*



alone or in conjunction with any other words(s) and/or devices; and/or (iii) any marks that are identical/similar to the Plaintiff's T-BACT Mark, whether alone or in conjunction with other word(s) and/or device(s), and provide proof of such destruction to the Plaintiff's counsel, Sujata Chaudhri IP Attorneys, within two (2) days thereof;

11. Defendant No. 1 will never, now, or in the future, challenge, or take any action against, the Plaintiff's rights in the Plaintiff's T-BACT Mark;

12. Defendant No. 1 will not hold itself as being related to the Plaintiff in any way;

13. Defendant No. 1 will not, whether, directly or indirectly, cause, enable or assist another party to do any of the acts that it is undertaking not to do pursuant to the terms of settlement recorded herein;

14. Plaintiff and the Defendant No. 1 agree to be bound by the terms and conditions of this present settlement agreement and further undertake that they shall neither challenge nor violate the terms and conditions of this settlement agreement;

15. In the event the Defendant No. 1, or any related person, entity or concern, breaches the terms of the present settlement agreement, it shall be liable to pay the Plaintiff liquidated damages amounting to INR 10,00,000/- (Rupees Ten Lakhs Only) and reimburse the complete costs incurred by the Plaintiff in acting against them. Such liquidated damages and costs shall be in addition to any damages, awards, and costs of equitable relief to which the Plaintiff may be entitled with respect to the breach of these settlement terms;

16. Plaintiff and the Defendant No. 1 agree that a decree may be passed by the Hon'ble Court in terms of this present settlement agreement. The parties understand that in case the decree so passed by the Hon'ble Court is not complied with or any default is committed by either of the parties, the other party shall be at liberty to execute the said decree against such defaulting party in the court of law."

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in favour of the Plaintiff and against Defendant No.1. Needless to state that the settlement terms shall form a part of the decree and bind the parties thereto.

5. Registry is directed to draw up the decree sheet.

6. Suit along with pending application stands disposed of.



7. Plaintiff is held entitled to refund of entire court fees in accordance with Court Fees Act, 1870 and the same shall be refunded to Plaintiff's counsel as below:-

Name: Sujata Chaudhri IP Attorneys
Bank Name: Axis Bank Ltd
Account No: 914020022909462
IFSC Code: UTIB0001149

JYOTI SINGH, J

AUGUST 4, 2026/YA