



\$~48

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

+ CS(COMM) 736/2025
GLAXO GROUP LIMITED Plaintiff
Through: Mr. Vardan Anand and Ms. Ruchika
Yadav, Advocates.
versus

NUTRAFERON PRIVATE LIMITED AND ANR Defendants
Through: Mr. Kunal Khanna, Mr. Madhav
Anand, Ms. Kriti Bhasin, Mr. Yasmer
Singh and Mr. Udit Sharma,
Advocates.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **25.07.2025**

I.A. No. 17530/2025 (Application under Order XI Rule 1(4) as amended by the Commercial Courts Act, 2015) read with Section 151 of the CPC)

1. This is an application seeking leave to file additional documents under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 ('CPC') [as amended by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 ('Commercial Courts Act')], within 30 days.
2. The Plaintiff, if it wishes to file additional documents will file the same within 30 days from today, and it shall do so strictly as per the provisions of the Commercial Courts Act and the Delhi High Court (Original Side) Rules, 2018 ('DHC Rules').
3. For the reasons stated in the application, the same is allowed.
4. Accordingly, the application is disposed of.



I.A. No. 17529/2025 (Application under Section 12A of the Commercial Court Act, 2015)

5. The present application has been filed under Section 151 of the Code of Civil Procedure, 1908 (CPC), seeking exemption from compliance with pre-litigation mediation under Section 12A of the Commercial Courts Act, 2015.

6. Learned counsel for the defendant states that defendant is willing to concede to the prayer for injunction. In addition, the learned counsel for the parties jointly submit that they will explore out of Court settlement for resolution of dispute between the Plaintiff and the Defendants.

7. Keeping in view the controversy in this suit and in light of the judgment of Supreme Court in **Yamini Manohar v. T.K.D. Krithi**¹, exemption from attempting pre-institution mediation is granted.

8. The present application stands disposed of.

I.A. No. 17528/2025 (Application under Order XXXIX Rules 1 and 2 CPC)

9. The present application has been filed under Order XXXIX Rules 1 and 2 CPC, seeking the following reliefs:

“a. An order of ad-interim injunction restraining the Defendants, their employees, servants, agents and all others in active concert with it from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in products under the trade mark MENTIN or Nutraferon MENTIN or any other trade mark which is deceptively similar to the Plaintiff’s trade mark AUGMENTIN thereby amounting to trade mark infringement;

b. An order of ad interim injunction restraining the Defendants, their employees, servants, agents and all others in active concert with it from manufacturing, selling, offering for sale, advertising,

¹ 2023 SCC OnLine SC 1382



directly or indirectly dealing in products under the impugned mark MENTIN or Nutraferon MENTIN and its impugned packaging or any other trade mark and/or packaging deceptively similar to the Plaintiff's trade mark AUGMENTIN and the associated proprietary green and white packaging that would amount to passing off the Defendants' products as those of the Plaintiff"

10. Learned counsel for the Defendant No.1 states that the Defendant No.1 is agreeable to suffer an interim injunction on the following terms.

10.1. He states that interim injunction in terms of the prayer clauses (a) and (b) entailing a permanent injunction against the use of the mark MENTIN/NUTRAFERON MENTIN and green and white packaging forming the subject matter of the suit. He states that the word NUTRAFERON is part of trade name and/or trade mark and the Defendant No.1 will be entitled to continue using the same.

10.2. He states that Defendant No.1 will withdraw the trade mark application filed in respect of the mark MENTIN, with appropriate documentary proof furnished to the plaintiff.

10.3. He states that with respect to existing stock, Defendant No.1 be given opportunity to either exhaust the same within two (2) months or opt for destruction of the same.

10.4. He states that if the Defendant No.1 is required to destroy the existing stock the Defendant No.1 will secure and share photographic and/or documentary proof of the same with the Plaintiff and will place the same on record with this Court.

10.5. He states that if the Defendant No.1 is permitted to exhaust the existing stock, relevant details including batch numbers, manufacturing date and quantity of stock will be provided with 15 days from the date of order.



10.6. He states that additionally, the Defendant No.1 will communicate to the Defendant No.2 i.e., the manufacturer within seven days of the date of order instructing the Defendant No.2 not to manufacture any further products bearing the impugned mark and/or packaging at the instance of Defendant No.1. He states that a copy of the said communication will be provided to the Plaintiff.

10.7. He states that the Defendant No.1 further undertakes removal of all online listings of the impugned products from the Defendant No.1's website and third-party platforms within 15 days from the date of the order. He states that a compliance report will be shared with the Plaintiff.

10.8. He has handed over the aforesaid submissions by way of a written note under the signatures of the counsel.

The Court Master is directed to place the same on record.

11. Learned counsel for the plaintiff states that the plaintiff is willing to consider settlement talks with the defendant.

12. This Court has heard the learned counsel for the parties.

13. The submissions of the Defendant No.1 are taken on record and the Defendant No.1 is bound down to the same. Defendant no. 1 is directed to implement its statement recorded at paragraphs 10.2, 10.6 and 10.7 forthwith.

14. In view of the submission of the parties recorded in I.A. No. 17529/2025, parties are granted liberty to negotiate an out of Court settlement with respect to the submission of the defendant at paragraphs 10.3, 10.4 and 10.5 as well as any other terms.

15. List the matter before Court for reporting settlement, if any arrived at between the parties, on **28.11.2025**.



CS(COMM) 736/2025

16. The plaintiff shall ensure that the court fee stands deposited as directed vide order dated 24.07.2025.
17. List on **28.11.2025**.

MANMEET PRITAM SINGH ARORA, J

JULY 25, 2025/mr