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

+ **CS(COMM) 1414/2025**

SUN PHARMACEUTICAL INDUSTRIES LTD.Plaintiff

Through: Mr. Sachin Gupta, Mr. Rajat Jain, Mr. Rohit Pradhan, Ms. Mahima and Ms. Prashansa, Advocates.

versus

DR. REDDYS LABORATORIES LTD. & ANR.Defendants

Through: Mr. Ranjan Narula, Mr. Shakti Priyan Nair and Mr. Parth Bajaj, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

19.05.2026

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I.A. 14076/2026

1. This application is jointly filed on behalf of the parties under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between the parties.

2. This suit was instituted by the Plaintiff *inter alia* seeking a decree of permanent injunction restraining the Defendants and all others acting on their behalf from manufacturing, selling, offering for sale, advertising, promoting, distributing, exporting, importing, exhibiting, directly or indirectly, dealing in impugned products using the impugned labels



and



and/or any other label bearing the

word SUN, amounting to infringement of trademark.



3. During the pendency of the suit, parties have settled their *inter se* disputes and terms of settlement are incorporated in paragraph 4 of the application. For ready reference, terms of settlement are extracted hereunder:-

"i. Without prejudice to the rights and contentions available with the Defendant no.1 under law, the Defendant no.1, as well as any other person acting on behalf or under instructions from the Defendant no.1 or acting in the capacity of an agent of the Defendant no.1, undertake to not to use the impugned labels or the SUN trademark or any other mark as may be deceptively similar to the Plaintiff's registered trade mark SUN or the trade marks referred in paragraphs 14 and 15 of the plaint. It is further clarified that the Defendant no.1's undertaking to not use the impugned packaging will not in any manner act as a restraint/obstacle for the Defendant no. 1's use of the word SUN in a strictly descriptive manner such as 'SUNSCREEN', The Defendant no.1 undertakes not to use the word SUN as a trade mark or as part of a trade mark, and/or in a manner where SUN is given undue prominence or emphasis in respect of sunscreen products.;

ii. Both parties agree and understand that the transition to the revised logo artworks by the Defendant no.1 is not in any manner or form an admission of any of the contents, claims, assertions or arguments made in the plaint, save as those which accurately reflect matters of records, and that the revised artworks presented before the Plaintiff is only to put a quietus to this dispute.

iii. The Defendant No. 1 further undertakes that the word "SUN" shall be used in the VENUSIA Sunscreen range, only as part of the word "Sunscreen", in a single line, purely in a descriptive sense, without any prominence, emphasis, stylisation or distinctiveness being accorded to the word "SUN", and shall not be used independently or as part of any other word or expression.

iv. The Defendant no.1 undertakes to adopt the packaging artworks as provided in Annexure B in respect of all its variants under the Venusia Sunscreen range, wherein the word "SUNSCREEN" is used as a single word and in a purely descriptive manner as agreed in clause 4(i) and clause 4(iii) hereinabove and, clause 4(v) hereinbelow, and the Plaintiff states that it has no objection to the adoption and use of the said packaging.

v. The Defendant no.1 further undertakes that the expression "Venusia Sun Mineral is now" which appears on the outer packaging of goods shall only be used for packaging printed and labelled within the next 9 months of the



signing of this settlement terms;

vi. The Defendant no.1 shall dispose of the aforesaid goods bearing the impugned labels as provided in Annexure A in the market on or before 29 June 2026, and upon expiry of the said period, no goods bearing the impugned labels shall be sold, distributed, stocked or dealt with by the Defendants in any manner whatsoever;

vii. Upon completion of aforesaid period stated in clause 4(vi) hereinabove, the Defendant no.1 shall submit a written compliance report to the Plaintiff or its counsel, setting out full particulars of the disposal of the goods bearing the impugned labels and disclosing details, if any, of the remaining stock with the Defendant no.1. In the event any such remaining stock is disclosed, the same shall be destroyed under the supervision of the Plaintiff or its counsel, at a time and date mutually agreed between the parties;

viii. The Defendant no.1 confirms that they have not filed any application for "SUN TINT", "SUN MINERAL" and "SUN AQUA", and shall not file any application in respect thereof in the future, or apply for any other such trade marks which may be identical or deceptively similar to the Plaintiff's trade mark SUN;

ix. The abovementioned undertakings have been. tendered by Gopala Krishna, the authorized signatory on behalf of the Defendant no.1 and the same shall be binding on the Defendant no.2 the contract manufacturer of Defendant no.1, its assignees in business, franchisees, licensees, distributors, dealers and agents for all times to come."

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. The suit is decreed in terms of settlement. The terms shall form part of the decree and bind the parties thereto.

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

7. Suit stands disposed of along with pending application.

8. Plaintiff is held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.



9. Date of 28.07.2026 stands cancelled.

MAY 19, 2026/YA

JYOTI SINGH, J