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

+ **CS(COMM) 1419/2025**

M/S LABORATE PHARMACEUTICALS INDIA LTDPlaintiff

Through: Ms. Sucharu Garg, Advocate.

versus

LABOCELL PHARMACEUTICALS & ORS.Defendants

Through: Mr. Ajay Kumar Chopra and Mr. Mudit P., Advocates for D-3.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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30.04.2026

I.A. 12240/2026 (Under Order XXIII Rule 3)

1. Learned counsel for the parties state that the *inter se* disputes have been amicably settled outside the Court. The terms of settlement have been reduced into writing and recorded in para 7 of the present application.

2. The said terms are extracted hereunder:

“7. In terms of the settlement arrived at between the Plaintiff and Defendant No. 3, the parties have mutually agreed to the following terms and conditions:

i) That Defendant No. 3 acknowledges and recognizes the Plaintiff's proprietary rights in its trademarks specified in paragraphs no. 18 and 19 of the Plaint. Defendant No. 3 unequivocally acknowledges and admits that Plaintiff is the lawful proprietor, prior adopter and prior user of the trademarks specified in paragraphs no. 18 and 19 of the Plaint and enjoys exclusive statutory and/or common law rights therein.

ii) Defendant No. 3 unconditionally agrees and undertakes that it shall not, either directly or indirectly, at any point of time in the future, engage in manufacturing, marketing, selling, offering for sale, distributing, exporting, advertising or dealing in any goods under the impugned mark “CANDICLEAN” or any other mark visually or phonetically identical with or deceptively similar to the Plaintiff's trademarks specified in paragraphs no. 18 and 19 of the Plaint,



including its trade name, domain name, packaging, label or in any other manner whatsoever.

iii) Defendant No. 3 confirms that it has ceased all manufacture, sale, marketing, distribution and commercial use of the impugned mark “CANDICLEAN” and undertakes not to resume such use in any manner whatsoever at any point of time in the future.

iv) Defendant No. 3 confirms that it does not have any remaining stock or packaging material bearing the impugned mark “CANDICLEAN” and that any such material, if found, shall be immediately destroyed and shall not be released into the market.

v) Defendant No. 3 undertakes to withdraw all pending trademark applications, if any, and further undertakes not to apply for registration or claim any rights in any mark visually or phonetically identical or deceptively similar to the Plaintiff's trademarks specified in paragraphs no. 18 and 19 of the Complaint, at any point of time in the future.

vi) Subject to the terms of the present settlement, the Plaintiff has agreed not to press for the relief of damages, delivery up, rendition of accounts and/or costs qua Defendant No. 3 in terms of prayer paragraphs no. 96 (p) to 96 (s) of the Complaint.

vii) In the event of any breach of the present settlement terms by Defendant No. 3, the Plaintiff shall be entitled to take appropriate legal action including execution and contempt proceedings against Defendant No. 3.

viii) The parties undertake to abide by the terms and conditions set out herein and agree that terms and conditions shall be binding upon the parties, including their directors, affiliates, group companies, licensees, successors, assigns, agents, distributors and all persons acting for or on their behalf.

ix) The parties further agree that the present settlement terms be recorded and a decree of permanent injunction be passed by the Hon'ble Court in favour of the Plaintiff and against Defendant No. 3 in terms of the present settlement terms as well as prayer paragraphs no. 96 (a) to 96 (o) of the Complaint.”

3. It is stated that the compliances are all completed.

4. The Court has perused the terms of settlement and finds them lawful. The said terms are within the contours of Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”). There is no



impediment in case the suit is decreed in terms thereof.

5. Accordingly, let a decree sheet be drawn up in terms of para 7(i) to 7(ix) of the application as also the prayer paragraph nos. 96(a) to 96(o) of the suit plaint.

6. The suit is decreed in terms of para 7(i) to 7(ix) and disposed of *qua* the defendant no.3.

7. The application stands disposed of.

I.A. 12174/2026(Under Order XXIII Rule 3)

8. Learned counsel for the parties state that the *inter se* disputes have been settled amicably outside the Court. The terms of settlement have been reduced into writing and recorded in para 7 of the present application.

9. The said terms are extracted hereunder:

“7. In terms of the settlement arrived at between the Plaintiff and Defendant No. 7, the parties have mutually agreed to the following terms and conditions:

i) That Defendant No. 7 acknowledges and recognizes the Plaintiff’s proprietary rights in its trademarks specified in paragraphs no. 18 and 19 of the Plaint. Defendant No. 7 unequivocally acknowledges and admits that Plaintiff is the lawful proprietor, prior adopter and prior user of the trademarks specified in paragraphs no. 18 and 19 of the Plaint and enjoys exclusive statutory and/or common law rights therein.

ii) Defendant No. 7 unconditionally agrees and undertakes that it shall not, either directly or indirectly, at any point of time in the future, engage in manufacturing, marketing, selling, offering for sale, distributing, exporting, advertising or dealing in any goods under the impugned mark “PAZADOSE IV” or any other mark visually or phonetically identical with or deceptively similar to the Plaintiff’s trademarks specified in paragraphs no. 18 and 19 of the Plaint, including its trade name, domain name, packaging, label or in any other manner whatsoever.

iii) Defendant No. 7 confirms that it has ceased al) manufacture, sale, marketing, distribution and commercial use of the impugned mark “PAZADOSE IV” and undertakes not to resume such use in any manner whatsoever at any point of time in the future.

iv) Defendant No. 7 confirms that it does not have any remaining stock or packaging material bearing the impugned mark “PAZADOSE IV”



and that any such material, if found, shall be immediately destroyed and shall not be released into the market.

v) Defendant No. 7 undertakes to withdraw all pending trademark applications, if any, and further undertakes not to apply for registration or claim any rights in any mark visually or phonetically identical or deceptively similar to the Plaintiff's trademarks specified in paragraphs no. 18 and 19 of the Plaint, at any point of time in the future.

vi) Subject to the terms of the present settlement, the Plaintiff has agreed not to press for the relief of damages, delivery up, rendition of accounts and/or costs qua Defendant No. 7 in terms of prayer paragraphs no. 96 (p) to 96 (s) of the Plaint.

vii) In the event of any breach of the present settlement terms by Defendant No. 7, the Plaintiff shall be entitled to take appropriate legal action including execution and contempt proceedings against Defendant No. 7.

viii) The parties undertake to abide by the terms and conditions set out herein and agree that terms and conditions shall be binding upon the parties, including their directors, affiliates, group companies, licensees, successors, assigns, agents, distributors and all persons acting for or on their behalf.

ix) The parties further agree that the present settlement terms be recorded and a decree of permanent injunction be passed by the Hon'ble Court in favour of the Plaintiff and against Defendant No. 7 in terms of the present settlement terms as well as prayer paragraphs no. 96 (a) to 96 (o) of the Plaint."

10. It is stated that the compliances are all completed.

11. The Court has perused the terms of settlement and finds them lawful. The said terms are within the contours of Order XXIII Rule 3 of the CPC. There is no impediment in case the suit is decreed in terms thereof.

12. Accordingly, let a decree sheet be drawn up in terms of para 7(i) to 7(ix) of the application as also the prayer paragraph nos. 96(a) to 96(o) of the suit plaint.

13. The suit is decreed in terms of para 7(i) to 7(ix) and disposed of *qua* the defendant no.7.



14. The application stands disposed of.

I.A. 12239/2026(Under Order XXIII Rule 3)

15. Learned counsel for the parties state that the *inter se* disputes have been settled amicably outside the Court. The terms of settlement have been reduced into writing and recorded in para 7 of the present application.

16. The said terms are extracted hereunder:

“7. In terms of the settlement arrived at between the Plaintiff and Defendant No. 8, the parties have mutually agreed to the following terms and conditions:

i) That Defendant No. 8 acknowledges and recognizes the Plaintiff’s proprietary rights in its trademarks specified in paragraphs no. 18 and 19 of the Plaint. Defendant No. 8 unequivocally acknowledges and admits that Plaintiff is the lawful proprietor, prior adopter and prior user of the trademarks specified in paragraphs no. 18 and 19 of the Plaint and enjoys exclusive statutory and/or common law rights therein.

ii) Defendant No. 8 unconditionally agrees and undertakes that it shall not, either directly or indirectly, at any point of time in the future, engage in manufacturing, marketing, selling, offering for sale, distributing, exporting, advertising or dealing in any goods under the impugned mark “TROXOLAB” or any other mark visually or phonetically identical with or deceptively similar to the Plaintiff’s trademarks specified in paragraphs no. 18 and 19 of the Plaint, including its trade name, domain name, packaging, label or in any other manner whatsoever.

iii) Defendant No. 8 confirms that it has ceased all manufacture, sale, marketing, distribution and commercial use of the impugned mark “TROXOLAB” and undertakes not to resume such use in any manner whatsoever at any point of time in the future.

iv) Defendant No. 8 confirms that it does not have any remaining stock or packaging material bearing the impugned mark “TROXOLAB” and that any such material, if found, shall be immediately destroyed and shall not be released into the market.

v) Defendant No. 8 undertakes to withdraw all pending trademark applications, if any, and further undertakes not to apply for registration or claim any rights in any mark visually or phonetically identical or deceptively similar to the Plaintiff’s trademarks specified in paragraphs no. 18 and 19 of the Plaint, at any point of time in the future.



vi) *Subject to the terms of the present settlement, the Plaintiff has agreed not to press for the relief of damages, delivery up, rendition of accounts and/or costs qua Defendant No. 8 in terms of prayer paragraphs no. 96 (p) to 96 (s) of the Plaint.*

vii) *In the event of any breach of the present settlement terms by Defendant No. 8, the Plaintiff shall be entitled to take appropriate legal action including execution and contempt proceedings against Defendant No. 8.*

viii) *The parties undertake to abide by the terms and conditions set out herein and agree that terms and conditions shall be binding upon the parties, including their directors, affiliates, group companies, licensees, successors, assigns, agents, distributors and all persons acting for or on their behalf.*

ix) *The parties further agree that the present settlement terms be recorded and a decree of permanent injunction be passed by the Hon'ble Court in favour of the Plaintiff and against Defendant No. 8 in terms of the present settlement terms as well as prayer paragraphs no. 96 (a) to 96 (o) of the Plaint."*

17. It is stated that the compliances are all completed.

18. The Court has perused the terms of settlement and finds them lawful. The said terms are within the contours of Order XXIII Rule 3 of the CPC. There is no impediment in case the suit is decreed in terms thereof.

19. Accordingly, let a decree sheet be drawn up in terms of para 7(i) to 7(ix) of the application as also the prayer paragraph nos. 96(a) to 96(o) of the suit plaint.

20. The suit is decreed in terms of para 7(i) to 7(ix) and disposed of *qua* the defendant no.8.

21. The application stands disposed of.

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22. List on the date already fixed i.e. 03.07.2026.

TUSHAR RAO GEDELA, J

APRIL 30, 2026

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