

(2021) 07 DEL CK 0108

In the Delhi High Court

Case No : Civil Suit (COMM) No. 278 Of 2020, Miscellaneous Application No. 6144 Of 2020

Dr Reddys Laboratories Limited

APPELLANT

Vs

Jitendra Goyal Owner And Proprietor Of KLG Biotech

RESPONDENT

Date of Decision : 16-07-2021

Acts Referred:

Citation : (2021) 07 DEL CK 0108

Hon'ble Judges : Suresh Kumar Kait, J

Bench : Single Bench

Advocate : Payal Kalhan

Final Decision : Disposed Of

Judgement

Suresh Kumar Kait, J

1. Plaintiff has prayed for an order for permanent injunction restraining the defendants, its proprietors, officers, servants, employees, dealers, agents,

representatives, distributors and all other persons acting on behalf of defendants from marketing, supplying, selling and offering for sale, advertising

directly or indirectly medicinal and pharmaceutical preparations under the trade mark NISE, ULTRA NISE & OMEZA and/or any other trade mark

deceptively similar to the plaintiff's trade mark, which is likely to cause confusion or deception amounting to infringement of the plaintiff's

trade mark and/or passing off its goods and business. A direction is also sought against the defendants to remove all listing of plaintiff's trade mark

NISE, ULTRA NISE & OMEZA made on B2B and B2C websites or portals that may be used by the defendants to promote its products bearing

mark ULTRA NISE & OMEZA or any other identical or deceptively similar trade

mark. Besides, plaintiff has also sought disclosure by defendant of total sale of products under plaintiff's trade mark; delivery upon affidavit of defendant to destroy the offending material, products, labels etc in its possession and decree of damages to the tune of Rs.2,00,00,010/-.

2. By order dated 18.09.2020, the present suit was decreed in favour of plaintiff and against defendant No.1 in terms of settlement reached between

the two. Further, vide order dated 25.02.2021, the matter was referred to Delhi High Court Mediation and Conciliation Centre for exploring settlement

between plaintiff and defendants No. 2 & 3.

3. A report from Mediation and Conciliation Centre of this Court dated 08.04.2021 has been received indicating that the parties have amicably resolved their disputes vide Settlement Agreement dated 08.04.2021.

4. Learned counsel for plaintiff affirms the factum of amicable resolution of dispute with defendant and submits that the terms of settlement have been incorporated in Paragraph-7(a) to (m) of the aforesaid Settlement Agreement dated 08.04.2021.

5. This Court has gone through the terms of settlement incorporated in the Settlement Agreement dated 08.04.2021 and the same are lawful.

6. The present suit is accordingly decreed in terms mentioned in Paragraph-7(a) to (m) of the aforesaid Settlement Agreement dated 08.04.2021.

Decree sheet be accordingly drawn.

7. Relying upon decision of Hon'ble Supreme Court in Afcons Infrastructure Limited v. Cherian Varkey Construction Company Private Limited,

(2010) 8 SCC 24, a Division Bench of this Court in Nutan Batra Vs. M/s. Buniyaad Associates 2018 SCC OnLine Del 12916 had allowed an appeal

against the order of refusal of refund of entire court fee in a suit. Further, a Coordinate Bench of this Court in Munish Kalra Vs. Kiran Madan and

Others 2019 SCC OnLine Del 8021 taking into account the fact that the dispute stands amicably settled between the parties, had relied upon decisions

in Afcons Infrastructure Limited (Supra) and Nutan Batra (Supra) and directed refund of the entire court fees.

8. Concurring with afore-noted decisions, the plaintiff is entitled to refund of entire court fees. Registry is directed to issue necessary certificate/

authorization in favour of the plaintiff to seek refund before the appropriate authorities.

9. The suit and pending application are accordingly disposed of.