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

+ **CS(COMM) 672/2019 & I.A. 17432/2019**

**SUN PHARMACEUTICAL INDUSTRIES
LTD. & ANR.**

..... Plaintiffs

Through: Mr. Rohit Pradhan, Mr. Sachin Gupta
& Ms. Prashansa Singh, Advs. (M:
8757182705)

versus

RADISUN LIFE SCIENCES & ANR.

..... Defendants

Through: Mrs. Indu Sharma and Mr. Rishabh
Sharma, Advs. for D-2 (M.
9654778070)

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

% **08.12.2023**

1. This hearing has been done through hybrid mode.
2. The present suit has been filed by the Plaintiffs i.e. Sun Pharmaceutical Industries Ltd. and Sun Pharma Laboratories Ltd. seeking protection of the name 'SUN PHARMA' which is the the house mark and trade mark of the Plaintiff. The Defendants in the present case are M/s Radisun Life Sciences and M/s Renowned Lifesciences.
3. In the present case, vide order dated 11th December, 2019, an interim injunction was passed to the following effect:

“14. In view of the above, hearing the learned counsel for the plaintiffs and perusing the documents, it is clear that the plaintiffs have made a prima facie case and balance of convenience is also in their favour. Accordingly, this Court restrain the defendants and their distributors, dealers, stockists, retailers and



chemists from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in medicinal preparations under the impugned marks ITROSUN and RUNVITA-L or any other trade mark as may be deceptively identical or similar to the plaintiff's trade mark amounting to infringement, passing off, unfair competition, threat to public health and misrepresentation till the next date of hearing."

4. The parties have, thereafter, amicably resolved and settled their disputes under the aegis of the Delhi High Court Mediation and Conciliation Centre.

5. Ld. Counsels for the parties submit that settlement agreement dated 2nd November, 2023 has been executed between the parties. The same is on record. The terms of settlement are contained in paragraph (a) to (g) of the said agreement which reads as under:

"a) The Defendant No. 1 and 2 confirm to give up the use of the marks RUNVITA-L, ITRSOSUN and other SUN formative marks, namely, SPOSUN, LYCOSUN, LORSUN, DROSUN, CYPROSUN, LIVSUN, NUROSUN, ORTOSUN, VITSUN, SUNACE, SUNFIX, SUNFLO, SUNGEL, SUNGLOW, SUNZYME and SUNDOM.

b) The Defendant No. 1 shall use RADISUN LIFESCIENCES, the way it is registered.

c) In view of the aforesaid undertakings, assurances and declarations made by the Second Party No. 1 and 2 and subject to the strict compliance of the terms agreed hereinabove, the First Party agrees to forgo its claim against the Second Party No. 1 and 2 on account of delivery up, damages and legal costs, as sought in the plaint.

d) It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree in terms of the present



agreement and grant return of full court fee to the First Party;

e) By giving consent to this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other qua the present suit and have settled their disputes and differences amicably through the process of Mediation. That both the parties will not file any criminal or civil case against each other in future qua the present dispute;

f) The Parties undertake that they are bound by the present Settlement Agreement and further undertake to abide by the terms and conditions as set out in the Settlement Agreement and not to dispute the same hereinafter in future;

g) The parties undertake to present themselves before this Hon'ble Court during the Court hearing confirming the terms of the Settlement Agreement.”

6. The Court has perused the terms of settlement. In terms of the settlement agreement, the Defendants have agreed to give up use of the mark which consists of the word 'SUN'. The Defendants have also agreed to use RADISUN LIFESCIENCES in the manner as it is registered. In view of these undertakings the Plaintiffs have given up costs and damages.

7. The settlement agreement has been signed by the Id. Mediator and consent emails have been sent by both the parties. The terms contained therein are lawful and there is no impediment in recording the same. Parties and all others acting for or on their behalf shall be bound by the terms of the settlement agreement.

8. In view thereof, the suit is decreed in terms of paragraph (a) to (g) the settlement agreement dated 2nd November, 2023. Decree sheet be drawn accordingly.

9. All pending applications are disposed of.



10. In view of the fact that the disputes have been amicably settled through mediation, and since the suit has been settled at an early stage, full court fee is directed to be refunded to the Plaintiff through Counsel in terms of the judgment in *Nutan Batra v. Buniyaad Builders, 2018:DHC:7875-DB*.

PRATHIBA M. SINGH, J.

DECEMBER 08, 2023

dj/kt