



2026:DHC:8433



\$~O-9 to 11

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

Date of Decision: **25.09.2026**

IN THE MATTERS OF:

CNR No. DLHC010160472026

+ C.O. (COMM.IPD-TM) 128/2026

NOVARTIS AG & ANR.

.....Petitioners

Through: Mr. Hemant Singh, Ms. Mamta R. Jha, Ms. Pagya Jain, Ms. Anjeeta Rani and Ms. Diksha, Advocates.

versus

NOVOSYS LIFE SCIENCES PRIVATE LIMITED
& ANR.

.....Respondents

Through: Mr. Sushane Soodd and Mr. Dhruv Mahtta, Advocates for R-1.
Mr. Nikhil Chawla, CGSC with Mr.Arvind, GP for UOI.

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CNR No. DLHC010160482026

+ C.O. (COMM.IPD-TM) 129/2026

NOVARTIS AG & ANR.

.....Petitioner

Through: Mr. Hemant Singh, Ms. Mamta R. Jha, Ms. Pagya Jain, Ms. Anjeeta Rani and Ms. Diksha, Advocates.

versus

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NOVOSYS LIFE SCIENCES PRIVATE LIMITED & ANR.

.....Respondent

Through: Mr. Sushane Soodd and Mr. Dhruv Mahtta, Advocates for R-1.
Mr. Nikhil Chawla, CGSC with Mr.Arvind, GP for UOI.

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CNR No. DLHC010160532026

+ **CS(COMM) 404/2026**

NOVARTIS AG & ANR.

.....Plaintiff

Through: Mr. Hemant Singh, Ms. Mamta R. Jha, Ms. Pagya Jain, Ms. Anjeeta Rani and Ms. Diksha, Advocates.

versus

NOVOSYS LIFE SCIENCES PRIVATE LIMITED

.....Defendant

Through: Mr. Sushane Soodd and Mr. Dhruv Mahtta, Advocates.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

CS(COMM) 404/2026 and I.A. 10541/2026, I.A. 15494/2026

The present suit, along with the connected rectification petitions, namely, C.O. (COMM.IPD-TM) 128/2026 and C.O. (COMM.IPD-TM) 129/2026, arises out of the same dispute between the same parties

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concerning the same competing marks, and the three proceedings have, therefore, been taken up together and are being disposed of by this common judgment.

2. The plaintiffs, Novartis AG and its wholly owned Indian subsidiary, Novartis Healthcare Private Limited, have instituted the suit against Novosys Life Sciences Private Limited, alleging infringement of their registered trade mark “NOVARTIS”, passing off, dilution and unfair competition. It is the plaintiffs’ case that the mark “NOVARTIS”, adopted in the year 1996, stands registered in India, *inter alia*, under registration no. 700020 in Class 05 dated 28.02.1996 and international registration no. IRDI-3050272 dated 28.04.2015, and has been included in the list of well-known trade marks notified in Trade Marks Journal No. 2144 dated 19.02.2024.

3. The defendant, a company incorporated on 19.02.2019 and having its address at Dhanas, Chandigarh, is engaged in the manufacture and sale of pharmaceutical products under the mark “NOVOSYS”, which it also used as its corporate name and as part of its domain name, “www.novosyslifesciences.com”. The defendant also holds registration nos. 4279942 in Class 05 and 4279944 in Class 35 for the said mark, and has applied for its registration under application nos. 6775168 in Class 05 and 6775169 in Class 35.

4. According to the plaintiffs, the impugned mark is visually and phonetically deceptively similar to their mark and is used for identical goods, sold through the same trade channels to the same class of consumers, and a cease and desist notice dated 21.05.2025 and rejoinder dated 29.07.2025 did not yield compliance.

5. The suit is for the following reliefs:

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“i) A decree for permanent injunction restraining the Defendant, its associates, directors, partners, assigns in business, sister concerns, distributors, dealers, stockist and agents from selling, offering for sale and advertising in any manner including on the internet, directly or indirectly dealing in pharmaceutical goods/services under the trade mark/trade name/domain name NOVOSYS and their logos or any other trade mark/trade name/domain name as may be identical/deceptively similar to the Plaintiffs' trade mark/trade name/domain name NOVARTIS and/ or its logo amounting to infringement of Plaintiffs' registered trade mark as well as dilution thereof;

ii) A decree for permanent injunction restraining the Defendant, its associates, directors, partners, assigns in business, sister concerns, distributors, dealers, stockist and agents from selling, offering for sale and advertising in any manner including its websites, directly or indirectly dealing in pharmaceutical goods and any other goods/services under the trade mark/trade name/ domain name NOVOSYS and its logos or any other trade mark/trade name/domain name as may be identical/deceptively similar to the Plaintiffs' trade mark/trade name/domain name NOVARTIS and/or its logo as may lead to confusion or deception or association amounting to passing off of the goods of the Defendant as that of the Plaintiffs and/or as may constitute acts of unfair competition;

iii) A decree of mandatory injunction directing the Defendant to voluntarily withdraw trade mark application nos. 6775168 and 6775169 and seek cancellation of registration nos. 4279942 and 4279944 and/or any other trade mark application/registration filed or obtained for any mark which is identical/deceptively similar to the trade mark NOVARTIS;

iv) A decree of mandatory injunction directing the Defendant to file appropriate request for change of their company name before the Registrar of Companies, as well as cancel/withdraw any other applications/ licenses/permissions obtained for using the impugned trade mark/trade name/domain name NOVOSYS and its logo or any other mark which is identical or deceptively similar to the Plaintiffs' trade mark NOVARTIS;

v) A decree of mandatory injunction directing the Defendant to file appropriate request before the Domain Name Registrar for cancellation/suspension of impugned domain name www.novosyslifesciences.com or any other domain name which contains the impugned mark or any other mark identical or deceptively similar to the Plaintiffs' trade mark NOVARTIS;

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vi) A decree of damages for an amount of INR 2,00,00,000/- to be paid by the Defendant to the Plaintiffs or as may be ascertained by this Hon'ble court, or in the alternative, an order for rendition of accounts of profits illegally earned by the Defendant and a decree for an amount so found due may be passed in favour of the Plaintiffs and against the Defendant;

vii) Award exemplary costs of the present proceedings in favour of the Plaintiffs and against the Defendant; and

viii) Pass any other or further order as this Hon'ble Court deems fit and proper in the facts and circumstances of the present case may also be passed.”

6. When the suit was first taken up on 17.04.2026, learned counsel for the defendant entered appearance on advance notice and, at the very threshold, made a statement which has shaped the course of these proceedings. Paragraph nos. 16 to 18 of the order dated 17.04.2026 read as under:

“16. On instructions, he states that the defendant is ready and willing to give up the mark “NOVOSYS” for manufacturing and selling its products under the said mark. He also states that the stocks which have already been manufactured till date have to be also supplied to Government agencies and other parties, with whom they have may entered into contract etc. and for which purpose he states that reasonable time may be granted.

17. He states that the defendant may be granted seven to eight months’ time for exhaustion of the already available stocks.

18. The defendant is directed to file an affidavit to the aforesaid extent alongwith detailed and clear statement of stocks within one week from date after serving a copy whereof to Ms. Mamta Jha, learned counsel appearing for the plaintiffs.”

7. In compliance thereof, the defendant filed an affidavit dated 25.04.2026, by way of which it has agreed to cease use of the mark “NOVOSYS”. Paragraph nos. 4 and 6 of the said affidavit read as under:

“4. That the Defendant hereby undertakes to cease and desist from manufacturing, marketing, selling, offering for sale, advertising or dealing in any manner whatsoever in products under the mark “NOVOSYS” or

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any mark deceptively similar thereto, save and except for the limited purpose of exhausting existing stock strictly in terms of the statement recorded before this Hon'ble Court and within the time permitted. It is further stated that no fresh manufacturing of products under the mark "NOVOSYS" has been carried out since 17.04.2026 and shall not be carried out hereafter."

xxx

6. That the defendant undertakes that such existing stocks shall be exhausted within a period of eight months from 17.04.2026, strictly in terms of the statement recorded before this Hon'ble Court"

8. On 29.04.2026, learned counsel for the defendant informed the Court that the Registrar of Companies, by communication dated 21.04.2026, had approved the change of the defendant's corporate name, which now stands as "SYSOWN LIFE SCIENCES PRIVATE LIMITED", and stated that an appropriate affidavit of undertaking would also be filed in the connected rectification petitions. Thereafter, the defendant filed a further affidavit dated 10.05.2026, stating that steps have been taken for the cancellation of its registered trade marks and that requests have been filed for the withdrawal of its trade mark applications for "NOVOSYS". Paragraph nos. 4 and 5 of the said affidavit read as under:

"4. That pursuant to the undertaking recorded before this Hon'ble Court, the Respondent No.1/Defendant has initiated steps for withdrawal/removal of its trademark registrations and trademark applications containing the mark "NOVOSYS" and/or formative marks containing "NOVOSYS", including the registrations/applications which are the subject matter of the present rectification proceedings.

5. That the details of the trademark registrations and trademark applications sought to be withdrawn by the Respondent No.1/Defendant are set out hereinbelow :-

SER. NO.	TRADEMARK	APPLICATION NO.	CLASS	STATUS
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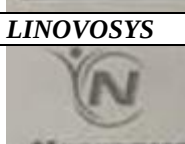
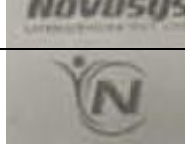
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1.		4279944	35	Registered
2.		4279942	05	Registered
3.	LINOVOSYS	5760118	05	Registered
4.		6775168	05	Formalities Check Pass
5.		6775169	35	Formalities Check Pass

9. Further, in paragraph no. 7 of the aforesaid affidavit, it has been undertaken by the defendant that it shall remove the domain name “novosyslifesciences.com”. The paragraph no. 7 of the said affidavit is extracted as under:

“7. That during the course of hearing, this Hon'ble Court further directed the Defendant/Respondent No.1 herein to remove the domain name registered in the name of the Defendant, namely "novosyslifesciences.com". Accordingly, in compliance with the aforesaid directions of this Hon'ble Court, the Defendant/Respondent No.1 has taken necessary steps towards cancellation and deactivation of the said domain name. The Defendant further states that the aforesaid domain name has been taken down and deactivated and is no longer accessible or operational. Documents evidencing the aforesaid steps are filed along herewith and marked as DOCUMENT-C.”

10. On 14.05.2026, learned counsel for the plaintiffs handed over to learned counsel for the defendant certain third-party listings of the defendant's products bearing the mark “Novosys”. On 21.09.2026, learned counsel for the plaintiffs submitted that, in view of the aforesaid affidavits

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and the undertaking to remove the domain name, the substantial grievance of the plaintiffs stood mitigated, and sought time to obtain instructions on the question of damages. Today, Mr. Hemant Singh, learned counsel for the plaintiffs, on instructions, submits that if the instant suit is decreed, the plaintiffs would not press for any damages. The said statement is taken on record.

11. This Court is conscious that the competing marks are used for pharmaceutical preparations, a field in which the Supreme Court, in ***Cadila Health Care Ltd. v. Cadila Pharmaceuticals Ltd.***,¹ has emphasised that a stricter standard must govern the assessment of confusion. The Supreme Court observed as under:

“32. Public interest would support lesser degree of proof showing confusing similarity in the case of trade mark in respect of medicinal product as against other non-medicinal products. Drugs are poisons, not sweets. Confusion between medicinal products may, therefore, be life threatening, not merely inconvenient. Noting the frailty of human nature and the pressures placed by society on doctors, there should be as many clear indicators as possible to distinguish two medicinal products from each other. ...”

12. However, in view of the course adopted by the defendant, it is not necessary for this Court to return any finding on the competing claims of the parties with respect to deceptive similarity, infringement or passing off, and this Court refrains from doing so. The defendant has, of its own accord, given up the impugned mark, changed its corporate name, taken down the impugned domain name and initiated steps for the removal of every registration and application for “NOVOSYS”.

13. Though the parties have not reduced any compromise to writing, the defendant, by its sworn affidavits, has satisfied the plaintiffs in respect of the





substantial subject matter of the suit within the meaning of Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (hereinafter referred to as ‘CPC’), and the statements made therein constitute clear and unequivocal admissions upon which a decree may be passed under Order XII Rule 6 of the CPC. In **Rajiv Ghosh v. Satya Naryan Jaiswal**,² the Supreme Court has held as under:

“26. The primary object underlying Rule 6 is to enable a party to obtain speedy judgment at least to the extent of admission. Where a plaintiff claims a particular relief or reliefs against a defendant and the defendant makes a plain admission, the former is entitled to the relief or reliefs admitted by the latter. [See : Uttam Singh v. United Bank of India, (2000) 7 SCC 120]”

14. The undertakings of the defendant, read together, answer each of the reliefs claimed in paragraph nos. 51(i) to 51(v) of the plaint. The relief of damages has been given up by the plaintiffs, and no other issue survives which would require the parties to be relegated to trial. The only qualification in the defendant’s undertaking relates to the exhaustion of existing stock, which does not detract from the admission, but is a matter left to the discretion of this Court.

15. It also bears emphasis that an undertaking given to the Court on affidavit, on the faith of which the Court passes a decree, binds the party giving it with the same force as an injunction. In **Noorali Babul Thanewala v. K.M.M. Shetty**,³ the Supreme Court held as under:

“11. ... When a court accepts an undertaking given by one of the parties and passes orders based on such undertaking, the order amounts in substance to an injunction restraining that party from acting in breach thereof. The breach of an undertaking given to the Court by or on behalf of a party to a civil proceeding is, therefore, regarded as tantamount to a

¹(2001) 5 SCC 73.

²2025 SCC OnLine SC 751.

³(1990) 1 SCC 259.

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breach of injunction although the remedies were not always identical. ...”

16. Similarly, in **Rama Narang v. Ramesh Narang**,⁴ it has been held that “a compromise decree is as much a decree as a decree passed on adjudication”, and that “in passing the decree by consent, the Court adds its mandate to the consent”. The defendant shall, therefore, remain bound by the undertakings contained in its affidavits dated 25.04.2026 and 10.05.2026, which shall form part of the decree.

17. This Court has adopted a similar course in comparable cases. In **GlaxoSmithKline Pharmaceuticals Ltd. v. Akums Drugs and Pharmaceuticals Ltd.**,⁵ which also concerned pharmaceutical products, the suit was decreed on the defendants’ undertaking to cease use of the impugned mark, clear the existing stock within a limited period, and withdraw or cancel their trade mark applications and registrations. This Court observed as under:

“3. ... (a.) Defendants shall clear the existing stock within a limited period of 90 days, as the matter pertains to essential life-saving drugs. ...

xxx

xxx

xxx

6. Accordingly, the Suit stands decreed in view of the aforementioned terms of settlement between the parties, which shall form a part of the decree and bind the parties thereto.”

18. Insofar as the exhaustion of stock is concerned, the defendant has stated that the products already manufactured are required to be supplied to Government agencies and other parties with whom it has entered into contracts, and has sought eight months from 17.04.2026 for the said purpose. The plaintiffs have objected to the same. Having regard to the fact that the products are medicines which have already been manufactured, and

⁴(2006) 11 SCC 114.



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the need, highlighted in *Cadila* (supra), to ensure that products bearing the impugned mark do not remain in circulation longer than is necessary, the defendant is granted three months from today for the exhaustion of the existing stocks.

19. Since the defendant has taken the position that the listing of its products on the cited platforms cannot be attributed to it, as it is not privy to those listings, the plaintiffs are granted liberty to independently approach the intermediaries, who in turn shall do the needful.

20. Further, in view of the undertaking of the defendant contained in its affidavit dated 10.05.2026, the Registrar of Trade Marks, who is before this Court as respondent no. 2 in the connected rectification petitions, is directed to cancel trade mark registration nos. 4279944, 4279942 and 5760118, and to treat trade mark application nos. 6775168 and 6775169 for the mark “NOVOSYS” in Classes 05 and 35, respectively, as withdrawn. The needful shall be done in accordance with law, as expeditiously as possible.

21. Accordingly, the instant suit stands decreed in terms of paragraph nos. 51(i) to 51(v) of the plaint, in favour of the plaintiffs and against the defendant, Novosys Life Sciences Private Limited (now known as SYSOWN LIFE SCIENCES PRIVATE LIMITED), subject to the liberty granted hereinabove for the exhaustion of existing stock. In view of the statement made on behalf of the plaintiffs, no damages are awarded, and there shall be no order as to costs.

22. The Registry is directed to draw up the decree sheet.

23. The suit, along with the pending applications, stands disposed of.

⁵2022:DHC:4495.

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C.O. (COMM.IPD-TM) 128/2026 and I.A. 10472/2026

C.O. (COMM.IPD-TM) 129/2026 and I.A. 10480/2026

24. The petition i.e, C.O. (COMM.IPD-TM) 128/2026 is for the following reliefs:

“(i) Pass an order cancelling and expunging the impugned trade mark



‘/’ NOVOSYS’ under no. 4279944 in class 35 from the Register of Trade Marks.

”(ii) Pass an order awarding costs of the present proceedings in favour of the Petitioners and against the Respondent no.1;

25. The petition i.e, C.O. (COMM.IPD-TM) 129/2026 is for the following reliefs:

“(i) Pass an order cancelling and expunging the impugned trade mark



‘/’ NOVOSYS’ under no. 4279942 in class 05 from the Register of Trade Marks.

”(ii) Pass an order awarding costs of the present proceedings in favour of the Petitioners and against the Respondent no.1”

26. The registrations impugned in the two petitions are the very registrations which respondent no. 1 has, by its affidavit dated 10.05.2026, sought to have removed, and in respect of which directions for cancellation have been issued to the Registrar of Trade Marks in CS(COMM) 404/2026. In **GlaxoSmithKline Pharmaceuticals Ltd.** (supra), this Court, while dealing with a cancellation petition connected with a suit decreed on a similar undertaking, observed as under:

“11. In view of the undertaking given by Respondent No. 1 in CS(COMM) 705/2022, as aforementioned, Respondent No. 1 shall take requisite steps towards cancellation of the registration and thus no further orders are required to be passed in the present petition.”

27. In view of the aforesaid directions passed in CS(COMM) 404/2026,

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the reliefs sought in the instant petitions stand satisfied, and the adjudication of the petitions on merits has been rendered academic. The petitioners have not pressed the claim for costs.

28. Accordingly, the instant petitions, along with the pending applications, also stand disposed of.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

SEPTEMBER 25, 2026
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