



2026:DHC:6423



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010274992025
+ **CS(COMM) 413/2025**

M/S. VAISHNO ENTERPRISES

.....Plaintiff

versus

M/S. HAMILTON MEDICAL AG.

....Defendant

Advocates who appeared in this case:

For the Plaintiff : Mr. Suraj Prakash, Mr. Mrinal Litoria, and Ms. Priaynka Solanki, Advocates.

For the Defendant : Mr. Akshay Makhija and Mr. Atul Nagarajan, Senior Advocates with Ms. K. Pallavi and Mr. Aditya Narayanan, Advocates.

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Date of Decision: 05th August, 2026**CORAM:****HON'BLE MR. JUSTICE TUSHAR RAO GEDELA****J U D G M E N T****TUSHAR RAO GEDELA, J. (ORAL)****I.A. 20917/2026 (Exemption)**

1. This is an application under Section 151 of the Code of Civil Procedure, 1908, (hereinafter referred to as “CPC”), filed on behalf of the plaintiff as also the defendant seeking leave to proceed with the disposal of the suit under Order XXIII Rule 3 of the CPC without placing the copy of the Settlement Agreement dated 01.08.2026 on record on account of the fact that the said Settlement Agreement contains clauses regarding confidentiality.

2. After some arguments, Mr. Akshay Makhija, learned senior counsel

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appearing for the defendant states that the said agreement shall be filed in a sealed cover and the photocopy thereof shall be filed after redacting para G, para 1.6 and the entire Clause 3 of the Settlement Agreement dated 01.08.2026.

3. In view thereof, let the notarised copy of the original Settlement Agreement dated 01.08.2026 be filed by the parties in a sealed cover, which shall be maintained in the same condition unless there is a variation of the order. However, the parties shall file the redacted copy of the said Agreement redacting para G, Para 1.6 and the entire Clause 3 of the Settlement Agreement dated 01.08.2026. The same be done within one week.

4. The application stands disposed of.

I.A. 20918/2026 (Under Section 16 of the Court Fees Act, 1870)

5. This is an application under Section 16 of the Court Fees Act, 1870 read with Section 150 of the CPC seeking refund of the Court Fees.

6. The Court Fees be refunded to the plaintiff in terms of the Court Fees (Delhi Amendment), Act, 2026 read with Section 16 of the Court Fees Act, 1870 upon completion of all formalities as per rules.

7. The application stands disposed of.

I.A. 20916/2026 (Under Order XXIII Rule 3 of the CPC)

8. This is an application under Order XXIII Rule 3 of the CPC for recording the settlement arrived at between the parties and for disposal of the suit.

9. Learned counsel for the parties state that the settlement talks outside the Court have fructified into settlement terms which have been recorded into writing in the Settlement Agreement dated 01.08.2026. The terms of the Settlement Agreement are extracted hereunder:-

"2. TERMINATION OF DISPUTE

2.1. The "Dispute" means any conflict, litigation, contest, difference of opinion, or legal proceedings current, subsisting, or instituted, at present, arising in the future or as a consequence of, or relating to the facts which occurred prior to

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4. CONDITION PRECEDENT

4.1 *The parties acknowledge that withdrawal of the proceedings referred to herein is a condition precedent and fundamental and material term of this Agreement.*

5. RELEASE AND DISCHARGE

5.1 *Subject to complete performance of their respective obligations under this Agreement, each of the Parties hereby releases and discharges the other and/or their past or present employees, directors, managers or agents from any and all claims and causes of action pursued by themselves, or their Affiliates or Subsidiaries, on the basis of or in relation to any fact, element document, omission, action, transaction, event of fault which occurred prior to the Effective Date, whether or not that is or was part of the Dispute, and which is connected with the Consultancy Agreements, its conclusion, execution (performance), interpretation, validity, application or termination, or which is otherwise directly or indirectly connected to or pertaining to the said Agreements.*

6. CONFIDENTIALITY

6.1. *The Parties agree to keep confidential and not disclose to any third party the terms and conditions of this Settlement Agreement or the existence thereof, except as in necessary to effectuate any term or provision of this Agreement, including any subsequent litigation to enforce this Agreement, or except as required by law or court order.*

6.2. *The Parties agree that this Agreement shall be filed in a sealed cover before the respective Courts along with the appropriate applications seeking disposal of the pending cases, so as to preserve the confidentiality and sanctity of this Agreement.*

7. WAIVER OF FUTURE CLAIMS

7.1. *Each Party waives any right to commence, maintain, revive or support any claim, action, suit, complaint, arbitration or proceeding against the other Party concerning matters settled under this Settlement Agreement.*

7.2. *he Parties acknowledge that the Settlement Amount represents the sole and exclusive consideration payable in connection with the all Disputes and undertake not to initiate any proceedings against each other, either civil or criminal and neither shall file any complaints against each other in any forum, authority or and body in future.*

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7.3. *The Parties have also agreed that in case if there arises an opportunity in future, they shall work together as and when decided, for which a separate understanding/ agreement would be entered in to at the time of such opportunity.*

8. SEVERABILITY AND CONSTRUCTION

8.1 *If any provision of this Agreement is found under the laws of any jurisdiction to be invalid, illegal or unenforceable it shall to that extent, be deemed not to form part of this Agreement. The invalidity, illegality or unenforceability of that provision in that jurisdiction shall not in any way affect the other provisions of this Agreement in that jurisdiction, and shall not affect the validity, legality or enforceability of all the provisions of the Agreement in any other jurisdiction.*

8.2. *The Parties shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the provision held to be invalid, illegal or unenforceable.*

8.3. *The present Agreement is irrevocable. The Parties agree that it shall be impossible for them, or their Affiliates, Subsidiaries, or parties controlled by them or controlling them, to request the dissolution of the present Agreement before any court of law. Even in case any of the aforementioned legal entities are of the opinion that the present Settlement Agreement is based on any kind of error, mistake, unclarity, unknown fact or element, whether regarding the facts or regarding the law, no dissolution claim can be initiated against the present Settlement Agreement.*

8.4. *Nothing in this Settlement Agreement creates a partnership or employment relationship between the Parties or makes one Party the agent of another.*

8.5 *This Settlement Agreement has been negotiated by the Parties and their respective counsel in full awareness and with all relevant Information and shall be interpreted fairly in accordance with its terms.*

8.6 *the Parties declare to have read and understood the entire Agreement and to agree to all of its terms. The Parties understand the English language.*

9. REPRESENTATIONS AND WARRANTIES

9.1 *Each Party represents and warrants that:*

i. it has full authority to execute this Settlement Agreement;

ii. the signatory to this Settlement Agreement is duly authorized to do so;

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- iii. *no third party has any right, title or interest in the claims being settled;*
- iv. *it has not assigned any claim forming the subject matter of this Settlement Agreement to any party;*
- v. *the execution of this Settlement Agreement does not violate any law, order or contractual obligation binding upon it.*

9.2 Each Party acknowledges that it has obtained or had the opportunity to obtain independent legal advice before executing this Settlement Agreement.

10. NO ADMISSION OF LIABILITY

10.1. This Settlement Agreement is entered into solely to avoid further litigation and commercial uncertainty and shall not be construed as an admission of liability, fault, wrongdoing, breach, misconduct or legal obligation by either Party.

11. COSTS

11.1 Each Party shall bear its own legal fees, costs and expenses incurred in connection with the disputes, proceedings and execution of this Settlement Agreement.

12. ENTIRE AGREEMENT

12.1. This Settlement Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, correspondence and understandings relating thereto.

13. AMENDMENT

13.1 No amendment or modification of this Settlement Agreement shall be valid unless made in writing and signed by both Parties.

14. GOVERNING LAW

14.1 This Settlement Agreement shall be governed by and construed in accordance with the laws of India.

15. DISPUTE RESOLUTION

15.1. In case of any dispute arising out of the present Settlement Agreement, the courts at New Delhi shall be the competent forum //to decide the matters between the Parties. ”



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10. The relevant paragraphs are as under para 2 to the end redacted entire para 3.
11. This Court has perused the terms of the settlement and finds them lawful. The terms are within contours of the Order XXIII Rule 3 of the CPC. There seems to be no impediment in decreeing and disposing of the present suit in terms of the Settlement Agreement dated 01.08.2026.
12. Parties shall bound by the terms of the settlement.
13. Let a decree sheet be drawn up in terms of the redacted Settlement Agreement dated 01.08.2026 as noted in this Judgement.
14. The suit is disposed of alongwith all pending applications, if any.
15. The date already fixed before the Court i.e. 16.09.2026 stands cancelled.

TUSHAR RAO GEDELA
(JUDGE)

AUGUST 5, 2026
Sumit