

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

+ CS(OS) 1768/2014

Decided on 02.02.2015

IN THE MATTER OF :

MERCK SHARP & DOHME CORP. & ANR. Plaintiffs
Through: Mr. Praveen Anand with
Ms. Tusha Malhotra, Advocates

versus

JAYESH MEHTA & ANR. Defendants
Through: Mr. Rajiv Shukla, Advocate

**CORAM
HON'BLE MS.JUSTICE HIMA KOHLI**

HIMA KOHLI, J. (Oral)

I.A.No.2258/2015 (joint application u/O XXIII R-3 CPC)

1. The present compromise application has been jointly filed by the parties stating *inter alia* that during the pendency of the present proceedings, the parties have arrived at an out of court settlement.
2. The terms and conditions of the settlement arrived at between the parties are set out in para 2 of the application, whereunder the defendants No.1 & 2 have acknowledged the validity of the suit patent IN' 816 vested in the plaintiffs and the plaintiffs' exclusive right in dealing in products containing Sitagliptin or any of the pharmaceutically acceptable salts, subject matter of the suit patent. Further, as recorded in the application, the defendants have undertaken not to infringe the rights of the plaintiffs in IN' 816, in

future.

3. Counsels for the parties state that in view of the settlement arrived at between the parties and recorded in the application, the suit may be decreed in favour of the plaintiffs in terms of para 65(a) of the plaint.

4. The Court has perused the application. The same has been signed by the authorized signatory of the plaintiffs and the defendant No.1 as a proprietor of the defendant No.2 firm as also by their respective counsels. The application is supported by the affidavits of the constituted attorneys of the plaintiffs No.1 & 2 and the proprietor of the defendant No.2 firm.

5. As the counsels for the parties state that the parties have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the same. The parties shall remain bound by the terms and conditions of the settlement arrived at between them.

6. The application is allowed and the suit is decreed in accordance with the terms and conditions of the settlement recorded in the present application read with sub-clause (a) of para 65 of the prayer clause of the plaint.

7. The parties are left to bear their own costs.
8. The date already fixed in the suit, i.e., 2.3.2015 stands cancelled.
9. File be consigned to the record room.

FEBRUARY 02, 2015
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(HIMA KOHLI)
JUDGE