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

+ CS(OS) 723/2015, IA Nos. 5556/2015, 5557/2015 and 8229/2015

SUN PHARMA LABORATORIES LTD. .... Plaintiff  
Through : Mr. K.K. Nangia, Adv.

versus

KIVI LABS ..... Defendant  
Through : Mr. Ashish Singh, Adv.

**CORAM:**  
**HON'BLE MR. JUSTICE A.K. PATHAK**

% **ORDER**  
**18.11.2015**

**IA no. 23932/2015 (O 23 R 3 CPC)**

Plaintiff has filed this suit for infringement of trade mark, passing off, for damages, delivery up etc. against the defendant. Defendant has also filed the counterclaim. Parties have settled their disputes amicably on the terms and conditions as stipulated in this application under Order 23 Rule 3 CPC, which has been signed by the plaintiff and defendant through their authorised representatives and directors, respectively. This application has also been signed by the counsels of the parties. Affidavits of authorised signatory of plaintiff and director of defendant have also been annexed with this application. I do not find the terms of settlement to be in

conflict with any law. Application is marked as “Mark C-1”. A decree is passed in terms of “Mark C-1”, which shall form part of the decree.

Since parties have settled their disputes before commencement of trial, let 50% of the court fee, affixed on the plaint and counterclaim, be returned to the plaintiff and defendant, respectively. Necessary certificates, in this regard, be issued to the plaintiff and defendant by the Registry. All other pending applications are also disposed of as infructuous.

**A.K. PATHAK, J.**

**NOVEMBER 18, 2015**

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