

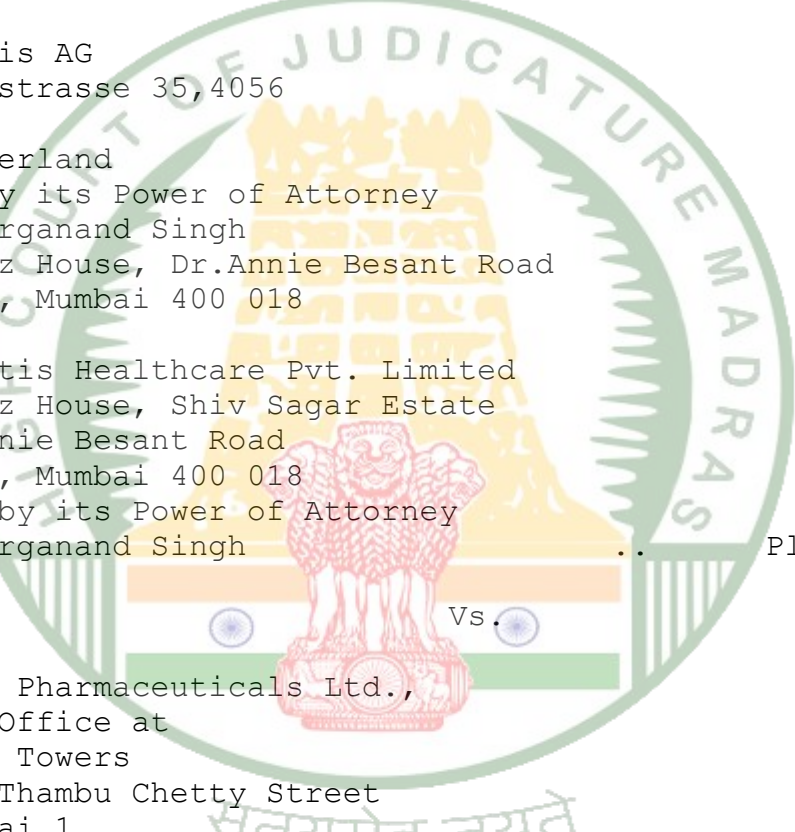
IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.02.2016

CORAM:

THE HONOURABLE MR. JUSTICE **K.K.SASIDHARAN**

C.S.No.884 of 2015
& O.A.No.1179 of 2015

- 
1. Noraris AG
Lichtstrasse 35, 4056
Basel
Switzerland
rep.by its Power of Attorney
Mr.Durganand Singh
Sandoz House, Dr.Annie Besant Road
Worli, Mumbai 400 018
2. Norartis Healthcare Pvt. Limited
Sandoz House, Shiv Sagar Estate
Dr.Annie Besant Road
Worli, Mumbai 400 018
rep. by its Power of Attorney
Mr.Durganand Singh ... Plaintiffs
1. Bafna Pharmaceuticals Ltd.,
Regd.Office at
Bafna Towers
299, Thambu Chetty Street
Chennai 1
Tamil Nadu, India
- also at
No.1/15 B, New No.147
Madhavaram Red Hills High Road
Vadakari Post
Chennai 52
Tamil Nadu, India
- .. Defendant

Suit filed under Order VII Rule 1 of Code of Civil Procedure read with Order IV Rule 1 of Original Side rules read with Section 108 of the Patents Act, 1970 to grant the following reliefs in favour of the plaintiffs and against the defendant:

(A) a decree for permanent injunction restraining the defendant by itself or through its directors, group company, subsidiary, sister concern, associates, divisions, assigns in business, licensees, franchisees, agents, distributors and dealers from using, manufacturing, importing, selling, offering for sale, exporting directly or indirectly active pharmaceutical ingredient (API), pharmaceutical products or formulations containing Vildagliptin alone or Vildagliptin + Metformin Hydrochloride in combination or Vildagliptin in combination with any other compound or API or in any other form as may amount to infringement of Indian Patent No.212815 of the plaintiff No.1;

(B) an order for rendition of accounts of profits earned by the defendant, in the event of manufacture and sale of any Vildagliptin API or infringing pharmaceutical products or formulation containing Vildagliptin alone or Vildagliptin + Metformin Hydrochloride or Vildagliptin with any other compound or API and a decree for the amount so found due may be passed or in the alternative damages may be ascertained by this Hon'ble Court and a decree for damages as ascertained may be passed in favour of the plaintiffs and against the defendant;

(C) a decree for delivery up of all the stock of Vildagliptin API or infringing pharmaceutical products or formulations, comprising Vildagliptin alone and/or Vildagliptin in combination with Metformin Hydrochloride or any other compound or API to an authorized representative of the plaintiffs as may amount to infringement of the suit patent.

(D) cost of the proceedings.

For Plaintiffs	...	Ms.Gladys Daniel
		assisted by
		Ms.Namta Jah
For defendant	..	Mr.G.Ramji

J U D G M E N T

The plaintiffs filed the suit in C.S.No.884 of 2015 against the defendant alleging acts of infringement of patent. The plaintiffs prayed *inter alia* for a decree of injunction and rendition of accounts.

2. The defendant after entering appearance settled the matter with the plaintiffs.

3. The joint memorandum of compromise executed by the

plaintiffs and the defendant on 27.01.2016 contained the terms and conditions of the settlement.

4. The plaintiffs are represented by Mr.Durga Nand Singh, duly constituted attorney. The defendant is represented by Mr.Batna Mahaveen Chand, Managing Director. The parties have confirmed the settlement and execution of joint memorandum of compromise.

5. The suit in C.S.No.884 of 2015 is decreed in terms of the joint Memorandum of Compromise dated 27.01.2016.. The joint memorandum of compromise shall form part of the decree. No costs. Consequently, the connected Original Application is closed.

Sd/.K.K.S.J

26.02.2016

//Certified to be a true copy//

Dated this the day of 2016

S.s/04.07.2016

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.