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IN THE HIGH COURT DELHI AT NEW DELHI

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CS (OS) 2640/2015 & I.A. No.18275/2015

ABBOTT HEALTHCARE PRIVATE LIMITED

.... Plaintiff

Through: Mr. Deb Jyoti, Advocate.

versus

ESTERWIN BIOTECH PVT. LTD. & ORS.

.... Defendants

Through:

CORAM: JUSTICE S.MURALIDHAR

ORDER
10.08.2016

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1. The parties have arrived at a settlement vide Settlement Agreement dated 13th July, 2016, before the Delhi High Court Mediation & Conciliation Centre ('DHCMCC'). The terms of the settlement have been set out at Clauses (a) to (k) in para 5 of the Settlement Agreement. It has been signed by the Authorised Representatives of the parties. The said Settlement Agreement is taken on record and shall be read as forming part of the present order.

2. Learned counsel for the Plaintiff confirms that the payment in terms of para 5(f) of the Settlement Agreement has been received and, therefore, the Plaintiff gives up the claim for damages and costs of the proceedings. The undertaking given by the Authorised Representatives of the Defendants shall be binding on the Directors, Partners, legal heirs, representatives, agents and assigns of the Defendants.

3. As agreed between the parties a decree is passed in terms of para 34 (a), (b) & (c) of the plaint in favour of the Plaintiff and against Defendant Nos.1 and 2.

4. The application is disposed of. The suit is decreed in terms of the prayers in para 34 (a), (b) and (c) of the plaint and the Settlement Agreement dated 13th July 2016 which shall form part of the decree. The decree sheet be drawn up accordingly.

AUGUST 10, 2016
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S. MURALIDHAR, J.