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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 93/2016 & IAs No.1930/2016 (u/O XXXIX R-1&2
CPC) & 5124/2016 (u/S 124 of Trade Marks Act, 1999)
BIOCON SWITCHGEAR (P) LTD Plaintiff
Through: Mr. Pankaj Kumar and Mr. Kapil
Giri, Advs.

Versus

BIOCON LIMITED Defendant
Through: Mr. Julien George, Adv.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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29.11.2018

1. This order is in continuation of the earlier orders dated 22nd & 23rd October, 2018.
2. The counsel for the plaintiff and the counsel for the defendant state that though the disputes subject matter of the suit and otherwise between the parties have been settled and a compromise application under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) has been signed and is ready, but could not be filed and seek liberty to present the application in the Court.
3. Allowed.
4. The application is handed over in the Court and is taken on record and be got numbered.
5. The counsels state that the application is signed by the authorised representative of the plaintiff as well as the defendant and is supported by their affidavits and has also been signed by the counsels for the parties.

6. The counsels for the parties have clarified that before the party concerned becomes entitled to recover a sum of at least Rs.20 lakhs from the other in terms of Clause 4(l) of the compromise application, a suit will have to be filed and claim therefor shall not be made in execution.

7. I have perused the application and find the settlement arrived at between the parties, subject to above, to be lawful.

8. The counsel for the defendant states that since the parties in the compromise have also agreed that the compromise arrived at is confidential, the application be kept in a sealed cover.

9. The counsel for the plaintiff has no objection but states that photocopy of the application be permitted to be made.

10. The Court Master to make photocopies of the application along with affidavits and hand over one photocopy each to the counsel for the plaintiff and the counsel for the defendant.

11. The application is allowed and disposed of.

CS(COMM) 93/2016

12. It is also stated that the authorised representatives of the parties are present in the Court.

13. The suit is decreed in terms of the compromise application to be kept in a sealed cover and which shall not form part of the decree sheet. The parties are left to bear their own costs.

14. The Court Master to ensure that the concerned official of the Registry seals the application aforesaid in his presence.

15. The suit is disposed of.

RAJIV SAHAI ENDLAW, J.

NOVEMBER 29, 2018/‘bs’..

CS(COMM) 93/2016