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

\+ CS(COMM) 610/2016, CC (COMM) Nos.42/2017 & 43/2017

DR ABBURI RAMAIAH ..... Plaintiff

Through: Ms. Rashi Punia & Mr. Bhagwati Prasad, Advs.

Versus

IND-SWIFT LTD ..... Defendant

Through: Mr. Kartik Bhagat, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW**

**O R D E R**

**% 08.02.2018**

1. The sole plaintiff instituted this suit for permanent injunction, to restrain the sole defendant from infringing the patent Nos.IN239632 and IN 186437 and for ancillary reliefs.

2. The suit was entertained, though no interim order sought, granted till date.

3. The sole defendant, besides contesting the suit by filing written statement has also filed Counter Claim (COMM) Nos.42/2017 and 43/2017.

4. On enquiry, it is informed that the two counterclaims have been filed by the same defendant with respect to the two patents subject matter of the suit.

5. The parties, vide order dated 28th April, 2017 were referred to the Mediation Cell of this Court.

6. Mediation has been successful with the efforts of Mr. Akash D. Pratap, Advocate/Mediator and a Settlement Agreement dated 16th January, 2018 purporting to be signed by the respective parties, their advocates and the Mediator has been received from the Mediation Cell of this Court.

7. The counsel for the plaintiff and the counsel for the defendant / Counter Claimant support the settlement save for stating that in Sub-clause (iv) of para no.5 thereof, it has been erroneously stated that the First Party i.e. the plaintiff undertakes to withdraw the counterclaims when it is the defendant, described in the Settlement Agreement as Second Party, which has to withdraw the Counter Claims.

8. I have perused the Settlement Agreement. Though the defendant therein has agreed to withdrawal of Counter Claims and to not act in infringement of the patents till valid, the Settlement Agreement does not provide for any decree of permanent injunction to be passed.

9. However, the counsels agree that besides accepting the undertakings of the parties as contained in the Settlement Agreement, a decree of permanent injunction in terms of Settlement Agreement be passed.

10. Subject to the aforesaid, the compromise / settlement arrived at between the parties is found to be lawful and is allowed.

11. The Counter Claims (COMM) No.42/2017 and 43/2017 are dismissed as withdrawn.

12. A decree is passed in favour of the plaintiff and against the defendant, of permanent injunction in terms of Settlement Agreement dated 16th January, 2018 which along with this order shall form part of the decree sheet, leaving the parties to bear their own costs.

13. The undertakings of the parties as contained in the Settlement Agreement are accepted and the parties ordered to be bound therewith and through counsel explained the consequences of breach of undertaking given to the Court.

14. Decree sheet be drawn up.

15. A Certificate entitling the plaintiff to refund of the court fees paid on the suit less Rs.20,000/- be issued and handed over to the counsel for the plaintiff.

**RAJIV SAHAI ENDLAW, J**

**FEBRUARY 08, 2018**
'gsr'..