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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 347/2019, I.As. 9041/2019, 9042/2019, 9043/2019 &**
12877/2019
MULTANI PHARMACEUTICALS LIMITED

..... Plaintiff

Through: Mr. Shivendra P. Singh and Mr. Sunil
Mishra, Advs.

versus

AMAR PHARMACEUTICALS & LABS (INDIA)
PRIVATE LIMITED & ANR.

..... Defendants

Through: Mr. Anubhav Mehrotra, Adv. for D-1
Mr. Murari Kumar, Adv. for D-2

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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19.11.2019

I.A. 12877/2019

This is an application filed by the plaintiff for deletion of defendant No.2 from the array of parties.

Noting the submission made, the defendant No.2 is deleted from the array of parties. Amended memo of parties is taken on record.

Application stands disposed of.

CS(COMM) 347/2019, I.As. 9041/2019, 9042/2019 & 9043/2019

1. The plaintiff and the sole defendant were referred to the Delhi High Court Mediation and Conciliation Centre vide order dated August 06, 2019. The Delhi High Court Mediation and Conciliation Centre has filed a settlement agreement dated August 07, 2019 executed between the plaintiff and the sole defendant (running into six pages including two Annexures being Annexure-A and Annexure-B). The same is taken on record and

exhibited as Exbt. "AA". I have been informed that an amount of ₹1,25,000/- has since been paid by the sole defendant to the plaintiff.

2. Learned counsel for the parties states, in view of the settlement agreement, the suit be decreed with respect to prayer made in para 32 (a) and (b) of the plaint. Accordingly, the suit is decreed with respect to prayer 32 (a) and (b) as per settlement agreement. Decree sheet be drawn up. The suit and connected applications are disposed of. No costs.

3. As the parties have settled their *inter se* dispute before the Mediator at the initial stage, the plaintiff shall be entitled to the refund of the Court fee in accordance with law.

V. KAMESWAR RAO, J

NOVEMBER 19, 2019/aky