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

+ CS(COMM) 573/2019 with I.A. 14192/2019 & I.A. 14193/2019

SUN PHARMA LABORATORIES LIMITED Plaintiff

Through: Mr.Sachin Gupta, Ms.Rajnandini
Mahajan, Ms.Jasleen Kaur &
Mr.Pratyush Rao, Advocates

versus

M/S GLOBAL BIOLOGICS LLP & ORS. Defendants

Through: Mr.Sharad Malhotra, Advocate
with D-3 in person.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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04.02.2020

1. Learned counsel for the plaintiff and the defendants are present. Defendant No.3 is also present in person. Learned counsel for defendants states that although defendant No.2 has executed a *Vakalatnama* in his favour, and he represented defendant No.2 in mediation proceedings also, the said *Vakalatnama* has not yet been filed. He undertakes that he shall be filing his *Vakalatnama* on behalf of defendant No.2 during the course of the day.

2. The parties were referred to mediation by the order dated 29.01.2020. The mediation proceedings have resulted in a settlement and the parties have entered into a settlement agreement dated 03.02.2020. A copy of the settlement agreement has been placed on record.

3. The authorised representative of the plaintiff, partner of defendant No.1, authorised representative of defendant No.2 and defendant No.3 (on his own behalf and as a director of defendant No.4) have signed the

settlement agreement. The settlement agreement has also been signed by their counsel and the learned mediator.

4. The settlement agreement states that the all their disputes and differences relating to the present suit have amicably been settled through the process of mediation. The parties undertake to abide by the terms and conditions of the settlement. Learned counsel pray for a decree in terms of the settlement.

5. Having regard to the submissions of counsel and the material placed on record, I do not find any impediment to grant of a decree in terms of settlement agreement. In these circumstances, the suit is decreed in terms of the settlement agreement dated 03.02.2020. Decree sheet be prepared accordingly. Copy of the settlement agreement will form part of the decree.

6. The amount of ₹75,000/- payable by the defendants, as token of damages in favour of Prayas Juvenile Aid Centre Society, has been handed over to the plaintiff in Court today vide Demand Draft No.307287, dated 01.01.2020, amounting to ₹75,000/-, drawn on Kotak Mahindra Bank, Saket.

7. In view of the fact that the parties have arrived at a mediated settlement, the plaintiff is entitled to refund of court fees under Section 16 of the Court Fees Act, 1870. The Registry will issue a certificate in favour of the plaintiff to this effect.

8. The suit and all the pending applications are disposed of in the above terms.

PRATEEK JALAN, J

FEBRUARY 04, 2020/ 'hkaur'