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

+ CS(COMM) 30/2020, IAs 876/2020 & 2734/2020

SUN PHARMACEUTICAL INDUSTRIES
LIMITED

..... Plaintiff

Through: Mr. Sachin Gupta, Ms. Rajnandini
Mahajan, Ms. Jasleen Kaur and
Mr. Pratyush Rao, Advs.

versus

GALPHA LABORATORIES LIMITED & ORS. Defendants

Through: Mr. Binay Kuamr, Adv. for D1 to D3.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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26.02.2020

IA 2734/2020

This is a joint application filed by the parties under Order XXIII Rule 3 CPC read with Section 151 CPC with the following prayers:

“4. It is, therefore, respectfully prayed that this Hon'ble Court may be pleased to record the present memo of compromise and pass a decree in terms of prayer in para 28 (a), (b) and (c) and the terms of this compromise application.”

The application has been signed on behalf of the plaintiff and defendant nos. 1 to 3 and is accompanied by affidavits.

Learned counsel for the parties states, that as the parties have settled their inter se disputes in terms of Para 2 (i) to (x) of the application, the suit be decreed in terms of prayer clause 28 (a), (b) and (c) of the plaint. I other

words, Mr. Sachin Gupta, learned counsel appearing for the plaintiff states that the plaintiff is not pressing the other prayers.

Having noted the contents of the application and the settlement being lawful, the suit is decreed in terms of Para 2(i) to 2(x) of the application. Decree sheet be drawn accordingly.

I take on record that in terms of Para 2(ix) of the application, learned counsel for the defendant nos. 1 to 3 has handed over a demand draft of Rs.6 Lacs to Mr. Gupta today in the court.

As the parties have settled their inter se disputes out of court, plaintiff shall be entitled to refund of court fees in terms of Section 16(A) of the Court Fees Act, 1870.

Application stands disposed of.

IA 876/2020

Dismissed as infructuous.

V. KAMESWAR RAO, J

FEBRUARY 26, 2020/jg