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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS (COMM) 139/2020 & IAs No. 4008/2020, I.A. 4009/2020 I.A. 4010/2020 & I.A. 4011/2020**

BAYER INTELLECTUAL PROPERTY GMBH & ANR.....Plaintiffs
Through Mr. Praveen Anand with Mr. Dhruv
Anand and Ms. Udit M Patro,
Advocates.

versus

MOREPEN LABORATORIES LTDDefendant
Through Mr. Saikrishna Rajagopal with Ms.
Sneha Jain, Ms. Savni Endlaw,
Advocates.
Mr. Deepak Talwar, Authorized
Signatory of the defendant.

CORAM:
HON'BLE MR. JUSTICE RAJIV SHAKDHER

ORDER
% **27.05.2020**

[Court hearing convened *via* video-conferencing on account of COVID-19]

1. Issue summons in the suit and notice in the captioned applications.
- 1.1 Mr. Saikrishna Rajagopal, who appears for the defendant, accepts service of the summons and notice of the captioned applications.
2. Mr. Saikrishna, on instructions of Mr. Deepak Talwar, who is present in Court and is the authorized signatory of the defendant, says that on account of miscommunication, the defendant triggered the process of making commercial use of the subject patent before the expiry of the statutory period.

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3. According to Mr. Saikrishna, the defendant was under the impression that the subject patent expired in December 2019 and not in December 2020.

4. Given this position, Mr. Saikrishna fairly submits, on instructions of Mr. Deepak Talwar, that the defendant is willing to suffer a decree in terms of prayer clause (a) of paragraph 54 provided that the plaintiff gives up the remaining reliefs as set out in the plaint.

5. Mr. Praveen Anand, who appears for the plaintiff, has obtained instructions from the concerned officials of the plaintiff.

5.1 Mr. Anand submits that the suit can be decreed in terms of prayer clause (a) of paragraph 54 and that the plaintiff would not be pressing the remaining reliefs as set out in the plaint.

6. The prayer clause (a) of paragraph 54 of the plaint reads as follows:

“a. A decree of permanent injunction restraining the Defendant, its directors, employees, officers, servants, agents and all others acting for and on their behalf from making, using, selling, distributing, advertising, exporting, offering for sale, and in any other manner, directly or indirectly, dealing in any product that infringes the claimed subject matter of the Plaintiffs' Indian Patent No.211300 or any of the claims thereof, including Rivaroxaban, and any forms thereof;...”

7. Accordingly, the suit is decreed in terms of paragraph 54 (a) of the plaint.

7.1 The remaining reliefs are dismissed as not pressed in view of the statement made by Mr. Anand on behalf of the plaintiff.

8. Decree sheet will be drawn up accordingly. The suit stands disposed of in the aforesaid terms.

9. The pending applications, having been rendered infructuous, are, accordingly, closed.

RAJIV SHAKDHER, J

MAY 27, 2020

Pmc/KK

Click here to check corrigendum, if any

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Signature Not Verified

digitally signed by VIPIN

KUMAR RAY

signing date 28.05.2020

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