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

+ CS(COMM) 65/2015 & I.A.279/2016

CADILA HEALTHCARE LTD ..... Plaintiff

Through: Mr.Kumar Kislay, Advocate

versus

HETERO HEALTHCARE LTD ..... Defendant

Through: Ms.Sucheta Roy, Advocate

**CORAM:**

**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

**28.01.2020**

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1. The parties were referred to mediation by the order of the Joint Registrar dated 17.05.2019. It is submitted by learned counsel for the parties that the mediation proceedings have resulted in a settlement. The terms of settlement are contained in settlement agreement dated 30.10.2019, which has been placed on record. The settlement agreement is signed by the authorized representatives of the plaintiff and the defendant. It is also signed by learned counsel for the parties and by the learned mediator.

2. Having regard to the submissions of learned counsel for the parties and the materials placed on record, I do not find any impediment to passing of a decree in terms of the settlement agreement dated 13.10.2019. It is so ordered. Decree sheet be prepared accordingly. The settlement agreement will form part of the decree.

3. In view of the fact that the parties have settled their disputes through mediation, the plaintiff is entitled to refund of court fees under Section 16 of the Court Fees Act, 1870. The Registry is directed to issue a certificate to this effect.

4. The suit and the pending application(s) are disposed of in terms of the settlement.

**PRATEEK JALAN, J**

**JANUARY 28, 2020**

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