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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CS(COMM) 731/2019, CC(COMM) 7/2021, I.A. 18449/2019  
& I.A. 85/2020

**BRISTOL-MYERS SQUIBB HOLDINGS IRELAND  
UNLIMITED COMPANY & ORS. .... Plaintiffs**

Through: Mr. Pravin Anand, Ms. Prachi  
Agarwal, Ms. Ridhie Bajaj and  
Ms.R.Bhargava, Advs.

versus

**INDOCO REMEDIES LIMITED ..... Defendant**

Through: Mr. Abhai Pandey, Ms.  
Manisha Singh, Ms. Swati Mittal, Mr.  
Gautam Kumar and Ms. Priyanka Anand,  
Advs.

**CORAM:  
HON'BLE MR. JUSTICE C.HARI SHANKAR**

**ORDER (O R A L)**  
**10.04.2023**

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1. The dispute between the parties stands amicably resolved with the intervention of the Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 16<sup>th</sup> February 2023 has been placed on record.

2. The terms of settlement read thus:

“1. That the Defendant, without prejudice to its rights and the contentions raised in the subject Suit and solely with the view to amicably and expeditiously resolve the present dispute, acknowledges the validity of the Plaintiffs' claims in India in the suit patent IN 247381 till its expiry on September 17, 2022.

2. The Defendant confirms that, subsequent to the order dated December 24, 2019 passed in the subject suit, they discontinued

manufacturing, using, promoting, distributing, selling, offering for sale, exporting or otherwise dealing in „Apixaban" and/ or any of its pharmaceutically acceptable salts in any form (API or finished formulation under the brand name "APIXABID") until the expiry of the suit patent i.e. September 17, 2022.

3. That the Defendant confirms that prior to the passing of the Order dated December 24, 2019 in the subject suit whereby an ad interim injunction was issued, the Defendant had already manufactured 55728 nos. of APIXABID of 2.5 mg and 5 mg strengths (hereinafter "stock") as mentioned by the Defendant in its reply to I.A. No. 85 of 2020 filed by the Plaintiff in the subject Suit. The Defendant further confirms that the said stock expired in October, 2021 and the expired stock has been destroyed by the Defendant.

4. That since the suit patent has expired, the Defendant agrees to withdraw the Counter Claim CC(COMM) No. 7 of 2020.

5. Subject to the undertakings of the Defendant in aforesaid Clauses of the Settlement Agreement hereinabove, filed in the subject suit, the Plaintiffs agree to forego prayers 60 (b), (c) and 60(d) in Suit No. CS (COMM) No. 731 of 2019 for any damages from the Defendant. The present suit may be decreed in terms of the prayers in the suit and aforesaid terms and the Plaintiffs are entitled to seek full refund of the court fees paid by it under Section 16 of the Court Fees Act, 1870.

6. The undertakings given above by the Defendant and the Plaintiffs shall be binding henceforth on them, their associates, representatives, successors, partners, employees, affiliates and assignees-in-business.

7. That in case of any breach of the terms of settlement by any party, the parties expressly reserve their right to seek any remedies available to them in law or inequity.

8. The parties agree that they have executed the present Settlement Agreement of their own free will and volition, without any force or pressure from any person. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsels, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

9. The parties agree that the person(s) executing the present Settlement Agreement represent and warrant that they have read this Agreement, have the authority to execute it on behalf of the Party and understand its contents and are executing it freely and voluntarily with an intent to bind their respective Party to its terms.

**10.** The parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future either themselves or through any third parties. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court.

**11.** The parties hereto state that they have no further claims or demands against each other, and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

**12.** The parties undertake to present themselves or through their respective counsels before the Hon'ble Court during the hearing confirming the terms of the Settlement Agreement.”

**3.** The parties are represented by learned Counsel who agree on behalf of their respective clients to abide by the terms of settlement.

**4.** As such, nothing survives for adjudication in the suit.

**5.** The suit stands decreed in terms of the aforesaid settlement agreement dated 16<sup>th</sup> February 2023, by which the parties shall remain bound.

**6.** Let a decree sheet be drawn up accordingly.

**7.** The plaintiff shall be entitled to refund of Court fess, if any, deposited by it.

**C.HARI SHANKAR, J**

**APRIL 10, 2023**

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