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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 230/2021 & I.A. 6497/2021, I.A. 10987/2021**
BASF SE Plaintiff
Through: **Mr. Shrawan Chopra, Adv.**

versus

RAVI CROP SCIENCE LIMITED & ORS. Defendants
Through: **Dr. Shilpa Arora, Adv.**

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

ORDER (ORAL)
% **01.09.2021**
(Video-Conferencing)

I.A. 10987/2021 in CS(COMM) 230/2021

1. The disputes between the parties stand amicably resolved, and IA 10987/2021 has been moved under Order XXIII Rule 3 of the Code of Civil Procedure, 1908(CPC) for decreeing the suit in accordance with the settlement.

2. The terms of settlement, as contained in paras 4 and 6 of the application, may be reproduced thus:

“4. That during the pendency of these proceedings, the Plaintiff and Defendant No.1, Ravi Crop Science Limited, Defendant No.2, Best Agrolife Limited and Defendant No.3 Best Crop Science LLP have arrived an amicable settlement in the following terms and conditions:

i) The Defendants undertake that it would not infringe the Plaintiffs Indian Patent No. 271338 till the expiry of the patent;

ii) The Defendants acknowledge the validity of the Plaintiff's patent No. 271338 and further undertake that they will not challenge the validity of the said patent;

iii) The Defendants undertake that they have not manufactured any product containing 'Thiophanate Methyl 450 g/l + Pyraclostrobin 50 g/l(w/v) FS', subject matter of IN 271338

iv) The Defendants undertake that they are also not in possession of any product which infringes the subject matter of Indian Patent No. IN 271338;

v) The present terms of settlement are restricted to product covered and claimed in IN 271338.

vi) Subject to the Defendants' undertaking, the Plaintiff agrees not to pursue its reliefs of delivery up, damages, rendition of accounts and costs as stated in paragraphs 52 (b), 52(c), 52(d) and 52 (e) of the plaint respectively;

vii) In view of the settlement arrived at, the parties agree to bear their own attorney fees, Court cost, expenses and other related costs and expenses.

6. That the Parties hereby agree and acknowledge to the present compromise application has been signed and executed by the respective representatives and that the terms of compromise shall be binding henceforth on all the parties to the settlement, their legal heirs, representatives and assignees in business, interest and title."

3. Para 5 of the application records the undertaking of the parties to remain bound by the aforesaid terms of settlement.

4. In view thereof, nothing survives for adjudication in the present suit. The suit accordingly stands decreed in terms of the settlement

between the parties, which shall be treated as a part of this order.

5. The parties shall remain bound by the aforesaid terms of settlement.

6. The plaintiff shall be entitled to refund of the full court fee deposited by them in the light of the law laid down by this Court in *Munish Kalra v. Kiran Madan*¹ read with order XXXIII Rule 3 of the CPC.

7. The Registry is directed to draw-up the decree sheet accordingly.

8. All other pending application(s), if any, stand disposed of accordingly.

C. HARI SHANKAR, J.

SEPTEMBER 1, 2021

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