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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 24/2022, I.A. 557/2022 & I.A. 558/2022**

**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

METROCHEM API PRIVATE LIMITED Defendant
Through: Mr. Praveen Singh, Adv.

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

ORDER (O R A L)
10.04.2023

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1. The disputes between the parties stand amicably resolved with the intervention of the Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 21st February 2023 has been placed on record.

2. The terms of settlement read thus:

“1. The Defendant acknowledges the validity of the Plaintiff No. 1's patent, IN 247381 during its term which expired on September 17, 2022.

2. The Defendant confirms that subsequent to filing of the present proceedings, they have 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 any the brand name whatsoever.

3. The Defendant further undertakes that the activities undertaken by the Defendant with respect to 'Apixaban' in any

form (API or finished formulation) or any of its pharmaceutically acceptable salts under any brand name whatsoever till the expiry of IN 247381 i.e. September 17, 2022, was in accordance with Section 107A of the Patents Act, 1970. The Defendant has provided proof indicating the same vide the affidavit dated February 21, 2022.

4. The undertakings given herein by the Defendant shall be binding henceforth on the Defendant, their associates, representatives, successors, partners, agents, employees, affiliates and assignees-in-business.

5. The Defendant agrees to pay the Plaintiffs INR 1,50,000 as token costs.

6. Subject to the clauses of this Settlement Agreement, the Plaintiffs agree to forego prayers at para 72 (b),(c)and(d) for delivery up any damages from the Defendant.

7. The present suit may be decreed in terms of the Settlement Agreement 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.

8. That in case of any breach of the terms of the Settlement Agreement, the Plaintiffs reserve their right to seek any remedies available to them in law and equity including a right to revive the suit and claim damages against the Defendant.

9. 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 counsel, 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.

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 before 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 in respect of the subject matter of the present suit have been amicably settled by the Parties hereto through the process of mediation.

12. The Parties undertake to present themselves before the Hon'ble Court during the hearing, either physically, or virtually

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 21st 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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