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

+ **CS(COMM) 627/2019 & I.A. 12277/2023**

NOVARTIS AG & ANR. Plaintiffs

Through: Ms.Mamta Jha, Mr.Siddhant
Sharma and Ms.Garima Mehta, Advs.

versus

DR. REDDY'S LABORATORIES LTD. Defendant

Through: Mr. George Vithayathil, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

ORDER (O R A L)

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11.07.2023

CS(COMM) 627/2019 & I.A. 12277/2023 (under Order XXIII Rule 3 of the CPC)

1. The dispute between the parties in this case stand settled and a joint application has been filed by the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) for decreeing of the suit in terms of the settlement.

2. Para 3 and 4 of the settlement read thus:

“3. The reliefs claimed in the present suit as well as in the counter claim have become infructuous inasmuch as, during the pendency of the suit and the counter claim, the term of the suit patent IN'051 has expired on 16.01.2023. In view thereof, the Parties have agreed to settle their disputes and their related actions, and resolve all the pending issues before this Hon'ble Court, regarding the suit patent IN'051 by releasing and discharging each other from any and all claims, demands, costs/damages, cause of action in relation to the present suit and counter claim.

4. The Plaintiffs hereby agree to forego their claims made in

Signature Not Verified

Signed By: KAMLA

RAWAT

Signing Date: 14.07.2023

16:00:50

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prayer paragraph nos. 35 (a) to (f) of the Plaint and the Defendant agrees to forego its claims made in prayer paragraph nos. 64 (a) to (d) of the counter claim, subject to a decree being passed in the suit and counter claim in terms of the respective undertakings of the Parties recorded herein. By signing the present application, the Parties hereto agree that they have no further claims and/or demands against each other in relation to the present suit and counter claim.”

3. Learned Counsel for the parties are present. They undertake on behalf of their respective clients to be bound by the terms of settlement.
4. The Court has examined the terms of settlement and found them to be lawful and in order.
5. As such, nothing survives for adjudication in the present case.
6. This suit stands decreed in terms of the aforesaid terms of settlement arrived at between the parties by which the parties shall remain bound.
7. Let a decree sheet be drawn up accordingly by the Registry.
8. The plaintiff would be entitled to refund of 50% of the court fees, if any, deposited by it.

C.HARI SHANKAR, J

JULY 11, 2023

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