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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + **CS(COMM) 490/2021, I.A. 13088/2021 & I.A. 6228/2023**
BRISTOL MYERS SQUIBB HOLDINGS IRELAND
UNLIMITED COMPANY & ORS. Plaintiffs
 Through: Mr. Pravin Anand, Ms. Prachi
 Aggarwal and Ms. Ridhie Bajaj, Advs.

versus

TRIVENI INTERCHEM PRIVATE LIMITED & ORS.
 Defendants
 Through: Mr. Naman Joshi, Ms. Ritika
 Vohra and Mr. Anirudh Singh, Advs. for D-
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 Mr. G. Nataraj and Ms. Varsh Jhavar, Advs.
 for D-1 & 2

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

ORDER (O R A L)

03.10.2023

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1. The dispute in this case stands separately settled by the plaintiff with Defendants 1 and 2, *vide* settlement agreement dated 14 September 2023 and with Defendant 3 *vide* settlement agreement dated 26 April 2023, both with the intervention of the Delhi High Court Mediation and Conciliation Centre.

2. Both the settlement agreements are on record.

3. Defendants are represented by learned Counsel. The terms of settlement between the plaintiff and Defendants 1 and 2 read thus:



- “1. The Defendants acknowledge the validity of the Plaintiff No. 1's patent, IN 247381 which expired on September 17, 2022.
2. The Defendants confirm that, subsequent to filing of the present suit, they discontinued selling 'Apixaban' and/ or any of its pharmaceutically acceptable salts in any form (API or finished formulation under any the brand name whatsoever), till the expiry of suit patent on September 17, 2022.
3. The Defendants agree to pay INR 1,00,000/- as token amount towards costs and damages to the Plaintiffs.
4. The undertakings given above by the Defendants shall be binding henceforth on the Defendants, their associates, representatives, successors, partners, agents, employees, affiliates and assignees-in-business.
5. In view of the settlement arrived at between the parties, the present suit may be decreed in terms of the aforesaid terms of settlement 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. That in case of any breach of the terms of settlement, 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 No. 1.
7. 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.
8. 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.
9. 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.

10. 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.”

4. The terms of settlement between the plaintiff and Defendant 3 read thus:

“1. The Defendant No. 3 acknowledges the validity of the Plaintiff No. 1's patent, IN 247381 during its term, which expired on September 17, 2022.

2. The Defendant No. 3 confirms that subsequent to filing of the present proceedings, they have taken-down and blocked the infringing listing-<https://www.indiamart.com/proddetail/apixaban-2355313512.html> available on its platform www.indiamart.com, related to 'Apixaban' in any form (API or a finished formulation under any brand name whatsoever) in compliance with the orders passed by this Hon'ble Court in *Bristol Myers Squibb Holdings Ireland Unlimited Company & Ors. v. Triveni Interchem Private Limited & Ors.* bearing number CS(Comm) No. 490 of 2021 dated October 6, 2021 which is verified and agreed by the Plaintiffs.

3. The Defendant No. 3 further undertakes that whenever the Plaintiffs come to know of any other listings of Apixaban or links where Apixaban is listed on Defendant No. 3's website, notice shall be given by the Plaintiffs to the Defendant No. 3 through counsel, upon which, within 5 days, the said listings shall be taken down, in compliance with the applicable guidelines relating to intermediaries. The request for removal of the impugned product shall be accompanied with the relevant details of the infringing product along with Plaintiff No. 1's relevant documents, validly registered and existing Patent Number in relation to such medicine/pharmaceutical product/product etc. The said details shall be sent by either of the Plaintiffs on this email ID: grievance@indiamart.com.

4. The Defendant No. 3 shall acknowledge the complaint within twenty-four hours and dispose-off such complaint within a period of five days from the date of its receipt.

5. Subject to Defendant No. 3's undertakings hereinabove, the



Plaintiffs agree to forego prayers at paras 78(c), 78(d) and 78(e) for any damages from the Defendant No. 3.

6. The present suit may be decreed in terms of the prayers in the suit, except to the extent stated in Para 5 hereinabove, 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.

7. That in case of any breach of the terms of settlement as stated herein, 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 said Defendant No. 3.

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 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.

9. 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.

10. By giving consent to this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other and all the disputes and differences regarding the subject matter of the present suit have been amicably settled by the Parties hereto through the process of mediation.

11. 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.”

5. Learned Counsel appearing for the parties undertake on behalf of their respective clients to abide by the terms of settlement.



6. Payment in accordance with the terms of settlement have already been made.
7. As such, nothing survives for adjudication in the suit.
8. The suit stands decreed between the plaintiff and Defendants 1 and 2 in accordance with the terms of settlement in the settlement agreement dated 14 September 2023 and between the plaintiff and Defendant 3 in accordance with the terms of settlement contained in the settlement agreement dated 26 April 2023.
9. The court has pursued the terms of settlement and find them to be lawful.
10. Let a decree sheet be drawn up accordingly.
11. The plaintiff shall be entitled to refund of Court fees, if any, deposited by it.

C.HARI SHANKAR, J

OCTOBER 3, 2023

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