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

+ CS(COMM) 959/2016, CC(COMM) 20/2017 (w/s and replication on record), I.A. 11437/2018 (substitution of defendants witness DW-2), I.A. 3529/2020 (for permission to cross examine) and

BAYER CORPORATION & ANR Plaintiffs

Through: Mr. Sanjay Kumar, Ms. Arpita Sawhney, Mr. Arun Kumar Jana, Ms. Meenal Khurana, Mr. Harshit Dixit and Mr. Priyansh Sharma, Advs.

versus

CIPLA LTD Defendant

Through: Mr. Lakshay Kaushik, Adv.

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

JUDGMENT (ORAL)

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15.09.2023

(Through Video-Conferencing)

I.A. 6414/2023 (Order XXIII Rule 3 of the CPC) in CS(COMM) 959/2016

1. The disputes between the parties stand settled, *vide* Settlement Agreement dated 19 August 2021, which has been placed on record in a sealed cover as it contains confidential data.

2. This joint application has been filed by the parties for decreeing the suit in terms of the aforesaid Settlement Agreement. The terms of settlement envisaged withdrawal, by the plaintiffs, of the present suit CS(COMM) 959/2016 and withdrawal, by the defendant, of counter-

claim CC(COMM) 20/2017.



3. Both sides seek that the suit may be decreed in accordance with the terms of Settlement Agreement by which learned Counsel undertake that their clients shall remain abide. As such, nothing survives for consideration in the present suit.
4. The suit stands decreed in terms of the Settlement Agreement. Let a decree-sheet be drawn up by the Registry accordingly.
5. The court has pursued the terms of settlement and find them to be lawful.
6. The plaintiffs shall be entitled to refund 50% of the court fee, if deposited by them.
7. Miscellaneous applications do not survive for consideration and stand disposed of.

C.HARI SHANKAR, J

SEPTEMBER 15, 2023

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