



\$~19

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

+ **CS(COMM) 62/2020, I.A. 1844/2020-Stay,**

M/S. LIFESTAR PHARMA PRIVATE LIMITEDPlaintiff

Through: Ms. Archana Sahadeva, Mr.
Siddharth Choudhary and Mr.
Sanjeev Malhotra, Advocates

versus

M/S. STARLIFE HEALTHCAREDefendant

Through: Mr. Rahul Kumar and Ms. Shreya
Malik, Advocates

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **30.07.2024**

I.A. 34889/2024-O-I, Rule-10 CPC

1. By virtue of the present application, the plaintiff seeks substitution of the erstwhile name of the plaintiff i.e. Lifestar Pharma Private Limited to the present name Mankind Pharma Limited on the basis of the order dated 02.03.2023 passed by the National Company Law Tribunal, New Delhi, which is accompanied alongwith this application.

2. The relevant para i.e. para 2 of the application is reproduced hereunder:

“2. It is submitted that the present application is being filed seeking change of the name of Plaintiff in the present suit and consequential amendment in the cause title. It is submitted that in pursuance to order dated March 02, 2023 passed by the National Company Law Tribunal, New Delhi,



in the Company Petition bearing (CAA) 42 (ND)/2022, the Plaintiff i.e. Lifestar Pharma Private Limited has been amalgamated into Mankind Pharma Limited, with effect from April 01, 2021. Copy of the order dated 02.03.2023 passed by the National Company Law Tribunal, New Delhi is being filed herein as DOCUMENT A.”

3. For the reasons stated, the present application is allowed and accordingly, disposed of.

I.A.34856/24-O-23,R-3 (Application filed under Order XXIII Rule 3 read with Section 151 of the CPC)

4. This is a joint application on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of the settlement as enumerated in paragraph No.5(a) to (i) of the present application.

5. Counsels for the plaintiff and the defendant confirm the settlement and pray that the suit be decreed in terms thereof. The application is duly supported by affidavits of the authorized representatives of the parties. The counsels for the respective parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in terms of the settlement, as recorded in paragraph No. 5(a) to (i) of the instant application.

6. This Court has perused the terms of the settlement as recorded in paragraph No. 5(a) to (i) of the instant application and finds the same to be lawful. The parties shall remain bound by the terms and conditions of the settlement.

7. The present application is thus allowed and disposed of.

CS(COMM) 62/2020 & I.A. 1844/2020-Stay

8. The learned counsel appearing for the plaintiff, in view of the



settlement entered *inter se* the parties, prays that since the disputes between the parties have been amicably settled, therefore the court fees paid by the plaintiff on the plaint be refunded in terms of Section 16 of the Court Fees Act, 1870.

9. As the disputes between the parties have been amicably settled, on an oral prayer made by the learned counsel appearing for the plaintiff, refund of 50% of the court fees paid by the plaintiff on the plaint is deemed to be justifiable.

10. Let a Certificate of refund of 50% of the court fees paid on the plaint be prepared by the Registry and handed over to the learned counsel for the plaintiff.

11. The present suit is decreed in terms of the settlement recorded in paragraph no.5(a) to (i) in I.A. 34856/2024.

12. In view of the above, I.A. 1844/2020 also stands disposed of.

13. Registry is directed to draw up the decree sheet accordingly.

14. I.A. 34856/2024 to form part of the decree sheet.

SAURABH BANERJEE, J

JULY 30, 2024/akr