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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 224/2021 & I.A. 6318/2021, I.A. 6319/2021, I.A. 39436/2024

PANACEA BIOTEC LIMITEDPlaintiff
Through: Mr. Samik Mukherjee, Mr. Afzal Bkhan, Ms. Suhrita Majumdar, Advocates. (Mob. 9881880037)
versus

SANOFI HEALTHCARE INDIA PRIVATE LIMITEDDefendant
Through: Ms. Tusha Malhotra, Advocate

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
13.09.2024

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I.A. 39436/2024

1. The present is a joint application under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC").
2. The terms of the settlement are contained in Para 2 of the application.
3. Counsels for the parties who appear, confirm the terms of the settlement, and pray that the suit can be disposed of in terms of the settlement terms.
4. This Court has perused the terms of the settlement and finds the same to be lawful.
5. Accordingly, the suit is disposed of, in terms of the settlement contained in Para 2(i) to 2(viii) of the present application, terms of which are as follows:-

"2. The Plaintiff, namely Panacea Biotec Limited and the Defendant, namely, Sanofi Healthcare India Private Limited (hereinafter referred



to as 'Defendant' and collectively referred to as the 'parties') have arrived at an amicable resolution on the terms and conditions as detailed herein below:

(i) The Parties have agreed that the commercial suit for patent infringement, being CS (Comm) 224 of 2021, be disposed of in terms of the present settlement agreement;

(ii) The Defendant states that it presently would not be directly or indirectly commercially launching the product Shan6 in India which as per the Plaintiff's allegation infringes IN 351;

(iii) The Defendant further states that if it desires, at future point of time, to manufacture, sell, distribute, import and/or market, for commercial use in India the Defendant's product - Shan6 impugned in the present suit, an advance notice of 30 (thirty) days will be issued to the Plaintiff before commencement of commercial manufacture and / or import of the Impugned Product Shan 6 in India;

(iv) The Plaintiff reserves its rights to make an application to this Hon'ble Court to revive the present lawsuit bearing number CS (Comm) 224 of 202, at its last pending stage, upon receipt of such notice/intimation from the Defendant. The Defendant will not pose an objection to the filing of the said application and the same will be subject to adjudication by this Hon'ble Court; and

(v) The Defendant will withdraw the Oppositions filed against the Plaintiff's Patent No.272351, the Post Grant opposition under Section 25(2) as well as the opposition to the amendment under Section 57(4) of the Patent Act, 1970 and the Defendant undertakes to file the necessary applications before the Patent Office in this regard, within 3 (three) weeks from the execution of the present agreement;

(vi) In the event of revival of the present lawsuit, it is agreed that the Parties will not be precluded from availing appropriate remedies in accordance with law, including the Defendant challenging validity of IN 351 by revival of post grant proceedings filed under section Sec 25 (2) or by way of a counterclaim under section 64 of the Patents Act, 1970 in the revived lawsuit;

(vii) The undertakings given above by the parties shall be binding henceforth on the parties, their associates, representatives, successors, partners, employees, affiliates and assignees-in business;

(viii) Subject to the undertakings given by the parties herein, the



Plaintiff foregoes its claim for damages and rendition of accounts in the proceedings as regards the Defendant, as prayed for in paragraph 109 clauses (b) to (d) of the Plaint, however, in the event of revival of the present suit, the Plaintiff will not be precluded from asserting prayer in Paragraph 109 clauses (b) to (d) of the Plaint; and”

6. The present suit is disposed of in the aforesaid terms, along with the pending applications.

MINI PUSHKARNA, J

SEPTEMBER 13, 2024/g