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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 442/2021**
PFIZER INC & ORS. Plaintiffs

Through: Ms. Tusha Malhotra and
Ms. Yamini Jaswal, Advs.

versus

TRIVENI INTERCHEM PRIVATE LIMITED & ORS. ... Defendants

Through: Mr. G. Nataraj, Advocate for
D-1 & 2.
Mr. Naman Joshi, Mr. Anirudh Singh
and Mr. Rahul, Advocates for D-3

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER
30.01.2024

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IA No.102/2023 (under Order I Rule 10 (2) CPC)

1. This application has been filed by defendant no.3 (Indiamart Intermesh Ltd.) for deletion of its name from the array of parties.
2. Counsel for the plaintiffs states that in view of the circumstance that the matter stands amicably settled with the defendant nos. 1 and 2, she has no objection if this application is allowed.
3. Accordingly, defendant no.3 is deleted from the array of defendants.
4. Application stands disposed of accordingly.

I.A. 2180/2024 (under Order XXIII Rule 3 CPC)

1. This application has been filed jointly by the parties for taking on record the settlement between the parties and for decree of the suit in terms



of the settlement, which is appended along with this application. The terms of settlement are contained in paragraphs 5b to 5k of this application, which are extracted hereunder for ease of reference:

“b. The Defendants no.1 and 2 acknowledge the validity of the suit patent IN 218291 during its lifetime.

c. The Defendants no.1 and 2 hereby acknowledge the Plaintiffs to be the proprietor of IN 218291, and that the Plaintiffs had the exclusive right to make, use, offer for sale, sell, import, under the suit patent during its lifetime.

d. The Defendants no. 1 and 2 undertake to pay to the Plaintiffs, in lieu of settlement of the present proceedings, a sum of Rs.45,00,000/- (Rupees Forty-Five Lakhs Only), as per the following payment schedule:

Period	Amount (INR)
10 December 2023- 20 December 2023	15,00,000/-
10 January 2024- 20 January 2024	10,00,000/-
10 February 2024-20 February 2024	10,00,000/-
10 March 2024- 20 March 2024	10,00,000/-
Total	45,00,000/-

The above-said sum of Rs. 45,00,000/- shall be paid by way of demand draft/NEFT on or before the end of the above given payment period. In case of default, the Defendants no.1 and 2 shall be liable to pay interest @12% per annum.

e. The Plaintiffs acknowledge that the first instalment of Rs.15,00,000/- (Rupees Fifteen Lakh only) has been duly paid by the Defendants no.1 and 2 before the filing of the present application.

f. The Defendants no.1 and 2 undertake that in compliance of the interim injunction order dated 21.10.2021 and at least after filing of the affidavit dated 12.09.2022 till the expiry of the suit patent:

i. The Defendants no.1 and 2 delisted all online listings of their infringing Palbociclib products from third party websites or even their own website.

ii. The Defendants no.1 and 2 kept suspended the manufacturing and/or sale and/or any unlicensed use of their infringing Palbociclib products and ensured that such further instances of



- non-compliance of order dated 21.10.2021 did not take place.*
- g. The Defendants undertake that they had no intention to infringe Plaintiffs' Indian patent no.218291.*
- h. The undertakings given herein by the Defendants shall be binding henceforth on the Defendants, their associates, representatives, successors, partners, employees, affiliates, and assignees-in-business.*
- i. Subject to the undertakings given by the Defendants no.1 and 2, the Plaintiffs forego their claim for damages and rendition of accounts in the proceedings as regards the Defendants no.1 and 2, as prayed for in paragraph 75 clauses (d) & (e) of the Plaint.*
- j. The parties agree that the present suit shall be decreed as per the terms stated hereinabove. However, in the event of a breach of the aforesaid undertakings by the Defendants, the Plaintiffs reserve their right to seek any remedies available to them, in law and equity including reviving the Plaintiffs' rights to claim damages.*
- k. The Plaintiffs and the Defendants no.1 and 2 agree that the terms and conditions of the settlement are strictly confidential and none of them shall disclose the terms herein to any third party or person, unless required by law or for the fulfilment of the terms of this application."*

2. The application is duly signed by the authorised signatories of the plaintiff and both the defendants. Counsel appearing for the parties also confirm the settlement and pray for decree in terms of the same. Application is supported by the affidavits of the authorised signatories of the parties.
3. It is further informed jointly by the counsel appearing for both sides that the first two instalments, as noted in the tabulation in paragraph 5d above, stands paid by the defendants and received by the plaintiffs.
4. This Court has perused the settlement terms and finds the same lawful and acceptable. In light of the same, nothing further survives for adjudication in this suit.
5. The parties shall remain bound by the terms of settlement.



6. The suit is accordingly disposed of and decreed. Decree sheet be drawn up by the Registry in terms of the settlement as stated above as also paragraphs 5b to 5k, noted as above.
7. Plaintiffs shall be entitled to refund of the court fee in accordance with law.
8. This application and the suit stand disposed of accordingly.
9. Date of 13th May, 2024 as fixed earlier, stands cancelled.
10. Pending applications, if any, are disposed of as infructuous.
11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

JANUARY 30, 2024/sm/sc