



\$~37

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

+ **CS(COMM) 453/2019 & I.A. 17490/2019**

NOVARTIS AG & ANR.

..... Plaintiffs

Through: Ms. Mamta Jha and Ms. Garima
Mehta, Advocates.

versus

NATCO PHARMA LIMITED

..... Defendant

Through: Mr. G. Nataraj and Mr. Shashikant
Yadav, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

%

15.04.2024

**CS(COMM) 453/2019 & I.A. 8561/2024(on behalf of parties for recordal
of settlement between parties)**

1. The parties have arrived at an amicable settlement by way of an agreement dated 12th February, 2024.¹ The terms of the said agreement are stated to be confidential in nature. In light of the amicable settlement, this joint application has been filed on behalf of parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 seeking recordal of Settlement Agreement.

2. The instant application is duly supported by affidavits of the Authorised Representative of Plaintiffs and Defendant. The counsel



confirms the compromise, and pray that the suit be decreed as per terms mentioned in paragraph No. 6 of the application.

3. The terms of settlement have been enumerated in paragraph no. 6 of the instant application to the following effect:

“6. In accordance with the terms of the Settlement Agreement, the Parties undertake as under-

- a. The Plaintiffs hereby undertake to withdraw the present suit and forego their claims of injunction, damages, rendition for accounts of profits, delivery up etc. and any other claims made in prayer paragraph nos. 60 (a) to 60 (f) of the Plaint;*
- b. The Plaintiffs also undertake to forego their claims seeking initiation of contempt action, penal damages, exemplary damages and any other claims made in prayer paragraph nos. 10(a) to 10(d) of the contempt application bearing I.A. No. 17490/2019 dated 07.12.2019;*
- c. The Defendant hereby undertakes to forego its claims made in prayer paragraph nos. 208 (a) to 208 (d) of the written statement.*
- d. No Party shall be entitled to any claims or damages other than those specified in the confidential Settlement Agreement.*
- e. The Parties agree that the Settlement Agreement constitutes full and final settlement of the present suit as well as full and final settlement of any claim or allegation by the Plaintiffs arising out of the manufacture, import, marketing, use, sale, supply or other exploitation of Vildagliptin and Vildagliptin + Metformin HCL products by the Defendant.*

The respective undertakings of the Parties are subject to a decree being passed in the suit, in the aforesaid terms.”

4. In view of the above, Plaintiffs have undertaken to withdraw the present suit and forego all their claims. Likewise, Defendant has also agreed to forego all their claims made in their written statement.

5. Accordingly, in the opinion of the Court, no decree is required to be passed, however, the suit is considered to be settled in terms of Settlement Agreement and is disposed of as such. The parties shall remain bound by the

¹ Settlement Agreement



terms and conditions of the compromise as recorded in paragraph no. 6 of the instant application.

6. In view of the fact that the suit is being disposed of as settled on account of mutually arrived at settlement through negotiations outside of the Court, the request made by Plaintiffs for refund of 50% of court fee is accepted. Registry is directed to issue a certificate for refund of 50% court fee, in favour of the Plaintiff.

7. Disposed of as settled, along with pending application(s).

SANJEEV NARULA, J

APRIL 15, 2024

d.negi