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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 1212/2018, I.A. 15016/2018 & I.A. 10959/2022**

**MERCK SHARP & DOHME CORP & ANR. .... Plaintiffs**  
Through: **Ms. Tusha Malhotra, Ms. Yamini**  
**Jaswal, Advocates.**

versus

**HARYANA MEDICINE TRADERS & ANR. .... Defendants**  
Through:

**CORAM:**  
**HON'BLE MR. JUSTICE ANISH DAYAL**

% **ORDER**  
**26.02.2024**

1. It is informed by counsel for plaintiff that a settlement agreement dated 11<sup>th</sup> September, 2023, has been arrived at between the parties with the facilitation of Delhi High Court Mediation and Conciliation Centre; same has been placed on record.
2. The settlement agreement is endorsed by authorised signatories of plaintiff nos. 1 and 2, and by defendant nos. 1 to 4.
3. This Court has perused the terms of the settlement agreement, and find them to be lawful and acceptable.
4. Accordingly, present suit is decreed in terms of the settlement which are extracted as under:



2. The Parties have agreed that the Commercial Suit for Patent Infringement, being C.S.(Comm) 1212 of 2018, shall be disposed off before the Hon'ble High Court in terms of the present settlement agreement, against the Defendants
3. The Second, Third, Fourth and Fifth Party acknowledge the validity of the suit patent IN' 816 and the First Party's exclusive right in dealing in products containing Sitagliptin or any of its pharmaceutically acceptable salts, including Sitagliptin Phosphate Monohydrate, which is the subject matter protected by the said suit patent. The Second, Third, Fourth and Fifth Party further admit that during the lifetime of IN'816 which expired on July 05, 2022, any act of making, using, offering for sale, selling or importing, exporting or otherwise using the subject matter of IN'816, namely the Sitagliptin free base and also its pharmaceutically acceptable salts including Sitagliptin Phosphate Monohydrate, would be in violation of the statutory rights of the First Party herein.
4. The Fifth Party states that though it had obtained a marketing approval dated May 23, 2015 from the Drug Licensing Authority for Sitagliptin Phosphate, it did not manufacture any Sitagliptin product.
5. The Fifth Party further states that it has taken all necessary steps for the cancellation of the above mentioned manufacturing or marketing approval as also any other manufacturing or marketing approval issued to them by any drug authority in India, for any Sitagliptin product, including Sitagliptin Phosphate Monohydrate or Sitagliptin Phosphate. A copy of the cancellation letter/s as issued by the drug authorities of the same has been annexed as ANNEXURE-F with the present Settlement Agreement.



6. Second, Third, Fourth and Fifth Party further acknowledge the necessity of conducting due diligence before taking steps for manufacture and or otherwise commercially deal in any drug product, to find out if the said drug product is patented.
  7. Subject to the undertakings given by the Second, Third, Fourth and Fifth Party herein, the First Party foregoes their claim for damages and rendition of accounts of the proceedings as regards the Second, Third, Fourth and Fifth Party, as prayed for in paragraph 101 clauses (b) to (c) of the Plaint.
  8. In lieu of the past damages, the Second and Third Party undertake to pay a sum of Rupees 45,000 (forty five thousand) within one (1) week of the execution of the settlement agreement to the First Party. That the Fourth and Fifth Party undertake to pay a sum of Rupees 45,000 (forty five thousand) and Rupees 1,10,000/- (One Lakh Ten Thousand) respectively within one (1) week of the execution of the settlement agreement to the First Party. The Second, Third, Fourth and Fifth Party shall also provide the First Party with proof of the donation within two (2) weeks of the execution of the Settlement Agreement.
5. Parties will be bound by the terms of the settlement.
  6. Decree sheet be drawn up accordingly.
  7. The suit was filed in 2018 and considering that the matter has now been settled by virtue of mediation, in view of Section 16 of the Court Fees Act, 1870, plaintiff may take refund of 50% of the Court Fee.
  8. Registry is directed accordingly.
  9. Suit is disposed of in the above terms. Pending applications, if any, are rendered infructuous.



10. Order be uploaded on the website of this Court.

**ANISH DAYAL, J**

**FEBRUARY 26, 2024/RK/sc**