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

+ **CS(COMM) 15/2022 & I.A. No. 4727/2025**

NOVARTIS AG

.....Plaintiff

Through: Mr. Hemant Singh with Ms. Garima
Mehta, Advocates.
(M): 9873137032
Email: garima@inttladvocare.com

versus

MSN LABORATORIES PVT LTD

.....Defendant

Through: Mr. Rahul Bhujbal, Advocate.
(M): 8527855815
Email: rahul@gnataraj.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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21.02.2025

**I.A. No. 4727/2025 (Joint application on behalf of the parties for
recordal of settlement between the parties)**

1. The present application is a joint application on behalf of the parties under Order XXIII Rule 3, read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), for recordal of the settlement between the parties.
2. The plaintiff has filed the present suit for relief of permanent injunction restraining the defendant from infringement of plaintiff no. 1's Indian Patent No. 233161 ("IN 161"), rendition of accounts/damages, delivery up etc.
3. During the pendency of the present suit, the term of the suit patent IN'



161 expired on 21st May, 2023. The parties have now arrived at an amicable settlement, confirmed by way of a Settlement Agreement dated 21st January, 2025.

4. Learned counsels appearing for the parties submit that the terms of the said settlement agreement are confidential in nature and are effective from 21st January, 2025. Pursuant to the said settlement agreement, the parties have agreed to settle their disputes pending before this Court and discharge each other from any and all claims, demands, costs/damages, cause of action arising from the subject matter of the present suit.

5. The terms of the said settlement agreement have been given in para 4 of the present application.

6. Learned counsels appearing for the parties confirm the terms of the settlement, and submit that the settlement agreement constitutes full and final settlement between the parties.

7. Both the parties confirm that the parties have agreed that they have no further claims and/or demands against each other in relation to the present suit. It is, thus, prayed that the suit be disposed of in terms of the settlement agreement application.

8. The parties are held bound by the terms of the said settlement.

9. Accordingly, the present suit is disposed of in terms of the settlement terms between the parties as given in para 4 of the present application.

10. Accordingly, the suit along with the pending application, stands disposed of.

MINI PUSHKARNA, J

FEBRUARY 21, 2025/c