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

+ CS(COMM) 99/2025 & I.A. 2987/2025 I.A. 3584/2025

INCYTE HOLDINGS CORPORATION & ORS. ....Plaintiffs

Through:

versus

CDYMAX (INDIA) PHARMA PRIVATE LIMITED .....Defendant

Through: Ms. Swapnil Gaur, Advocate

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

% **12.12.2025**

1. This suit has been filed seeking a permanent injunction restraining infringement of Indian Patent No. 269841 ['IN'841'], damages and rendition of accounts.
2. Learned Joint Registrar (J) vide order dated 19.08.2025, on joint request of the parties, referred the matter to the Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'], for exploring amicable settlement of disputes.
3. Learned counsel for the parties' state that the parties have amicably resolved their disputes before the Mediation Centre, and have executed a settlement agreement dated 21.11.2025.
4. The settlement agreement dated 21.11.2025, executed before the Mediation Centre, has been placed on record. The settlement agreement is duly signed by the parties and their respective counsels
5. Learned counsel for the defendant states that the defendant undertakes



to abide by the terms and conditions set out in the aforesaid settlement agreement.

6. Learned counsel for the plaintiff states that in view of the settlement arrived at between the parties, the plaintiff is not pressing for its remaining claims in the suit.

7. This Court has heard the learned counsels of the parties and perused the Settlement Agreement dated 21.11.2025.

8. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**<sup>1</sup>, while dealing with Section 89 of the CPC has observed that the settlement agreement will have to be placed before the Court for recording it and for disposing of the suit in terms of the settlement, the Court should apply the principles of Order XXIII Rule 3 CPC and make a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.

9. This Court has perused the terms of the settlement agreement dated 21.11.2025 and is satisfied that it satisfies the requirements of Order XXXIII Rule 3 CPC. The settlement agreement is marked **Exhibit-C**.

10. The compromise contained in the aforesaid settlement agreement dated 21.11.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid settlement agreement dated 21.11.2025.

11. The statements and undertaking given by the parties are accepted by this Court, and the parties are held bound by the same.

12. Consequently, the captioned suit is decreed in terms of the settlement agreement dated 21.11.2025 executed between the parties.



13. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the settlement agreement dated 21.11.2025 shall form part of the said decree.

**Refund of Court Fees**

14. Learned counsel for the plaintiffs' requests for refund of Court fees in view of the settlement arrived between the parties through the process of mediation.

15. Keeping in view the aforesaid facts, the registry is directed to refund the Court Fee in favour of plaintiffs within six [6] weeks, in accordance with law. The said direction has been passed having regard to Section 16 of the Court Fees Act, 1870.

16. Interim orders, if any, stand merged into the final decree.

17. Pending applications, if any, are disposed of.

18. All future dates stand cancelled.

19. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of the order shall be insisted by any authority/entity or litigant.

**MANMEET PRITAM SINGH ARORA, J**

**DECEMBER 12, 2025/hp/aa**

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<sup>1</sup>(2010) 8 SCC 24