



\$~23

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 107/2025, I.A. 3343/2025-Stay, I.A. 3344/2025-O 26
R 9

MANKIND PHARMA LIMITEDPlaintiff

Through: Ms. Saumya Bajpai, Adv.

versus

KRYDUS PHARMACEUTICALSDefendant

Through: Mr.Siddharth Mishra and Mr. Rahul
Gupta, Adv.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

% **ORDER**
27.05.2025

1. At the outset, learned counsel for the plaintiff and the defendant submit that the disputes *inter se* the plaintiff and the defendant in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 09.05.2025 which is forming a part of record. As such, the learned counsel for the plaintiff and the defendant pray for passing a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

2. At this stage, learned counsel for the plaintiff also submits that in view of the Settlement Agreement dated 09.05.2025 *inter se* the plaintiff and the defendant, the plaintiff does not wish to press for any other relief *qua* the defendant.



3. Learned counsel of the plaintiff and the defendant confirm the terms of the Settlement Agreement dated 09.05.2025 and identify the signatures of their respective clients.
4. This Court has perused the terms of Settlement Agreement dated 09.05.2025 as recorded *inter se* the plaintiff and the defendant and finds them to be lawful.
5. In light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendant as recorded in the Settlement Agreement dated 09.05.2025.
6. Needless to mention, the plaintiff and the defendant shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 09.05.2025.
7. Learned counsel for the plaintiff also prays that since the disputes between the plaintiff and the defendant have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.
8. This Court is of the view that since the disputes between the plaintiff and the defendant have been amicably settled and in view of the oral prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is justifiable.
9. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.
10. Registry is directed to draw up the Decree Sheet.
11. Needless to mention, the Settlement Agreement dated 09.05.2025 shall form a part of the Decree Sheet.



12. Accordingly, in view of the above, the present suit, alongwith the pending applications, stands disposed of.

SAURABH BANERJEE, J

MAY 27, 2025/acm