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

+ **CS(COMM) 256/2021 & I.A. No. 153/2025**

NOVARTIS AG & ANR.

.....Plaintiffs

Through: Ms. Mamta Rani Jha with
Mr. Siddhant Sharma and Ms. Garima
Mehta, Advocates.
(M): 9873137032
Email: mamta@inttladvocare.com

versus

NATCO PHARMA LIMITED

.....Defendant

Through: Mr. J. Sai Deepak, Senior Advocate
with Mr. Mohit Goel, Mr. Sidhant
Goel, Mr. Aditya Goel,
Mr. Deepankar Mishra, Mr. Kartikeya
Tandon and Mr. Avinash K. Sharma,
Advocates.
(M): 9910160021

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

**ORDER
07.01.2025**

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I.A. No. 153/2025 (Joint application for recordal of settlement between the parties)

1. The present 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 settlement between the parties.
2. The present suit has been filed 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, and accordingly, the relief *qua* permanent injunction as prayed by the plaintiffs in paragraph 39(a) of the plaint became infructuous. However, the parties have now arrived at an amicable settlement confirmed by way of a Settlement Agreement dated 17th December, 2024, recording the terms thereof.

4. Learned counsels appearing for the parties submit that the terms of the Settlement Agreement are confidential in nature and are effective from 17th December, 2024.

5. It is submitted that pursuant to the Settlement Agreement, the parties have agreed to settle their disputes before this Court and discharge each other from any and all claims, demands, costs/damages, cause of action arising from the present suit.

6. In accordance with the terms of the Settlement Agreement, the parties have made certain undertakings, as given in Para 4 of the present application, which are reproduced as under:

"a. The Plaintiffs hereby undertake to forego their claims of damages, rendition for accounts of profits, delivery up etc. and any other claims made In prayer paragraph nos. 39 (b) to 39 (f) of the Plaint;

b. The Defendant hereby undertakes to forego its claims made in prayer paragraph nos. 114 (a) to 114 (d) of the written statement.

c. No Party shall be entitled to any claims or damages.

d. 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 Eltrombopag Olamine products by the Defendant"

7. Both the parties are bound by the Settlement Agreement between



them and the undertaking as recorded herein.

8. Learned counsels appearing for the parties affirm and acknowledge that they have read all the terms and had entered into the settlement voluntarily.

9. In view of the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of Full Court Fees in favour of the plaintiffs.

10. Considering the submissions made before this Court, the present suit is disposed in terms of the Settlement Agreement dated 17th December, 2024, terms of which are confidential and in terms of the undertaking, as reproduced hereinabove.

11. Decree sheet be drawn up.

12. The suit, along with the pending application, stands disposed of.

MINI PUSHKARNA, J

JANUARY 7, 2025

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