



\$~48

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

+ **CS(COMM) 370/2021**

NOVARTIS AGPlaintiff

Through: Counsel (appearance not given)

versus

MSN LABORATORIES PVT LTDDefendant

Through: Mr. Tahir, Adv.

Mr. G. Nataraj and Mr. Rahul
Bhajbal, Advs. for intervenor.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

07.04.2025

%

I.A. 9084/2025 (*Order XXIII Rule 3 of the CPC*)

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (CPC) filed on behalf of the plaintiff and the defendant seeking a consent decree based on the terms of settlement as mentioned in *para 4* of the present application, which is reproduced as under:-

“a. The Plaintiffs hereby undertake to forego their claims of damages, renditions for accounts of profits, delivery-up, etc. and any other claims made in prayer paragraphs nos. 28(b) to (f) of the Plaint.

b. The Defendant hereby undertakes to forego its claim made in prayer paragraph nos. 24 (a) to (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 Plaintiff arising out of the manufacture, stockpiling, import, marketing, use, sale, supply or other



exploitation of Pazopanib (subject matter of the suit patent IN'284) products by the Defendant."

2. The present application is duly supported by affidavits of the authorized representatives of the plaintiff and the defendant.

3. Learned counsels of the parties confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in *para 4* of the present application.

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant and finds them to be lawful.

5. In view thereof, the present application is allowed and disposed of.

CS(COMM) 370/2021 & I.A. Nos. 12667/2023 & 21222/2023

6. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant, prays that since the dispute *inter se* them have been settled, he would not press for the other applications and prays that the present suit be decreed in the terms of aforesaid settlement as mentioned in *para 4* of the application bearing no.I.A. 9084/2025.

7. Accordingly, the present suit is decreed in terms of the settlement as recorded hereinabove in *para 4* of the application bearing no. I.A.9084/2025.

8. Needless to mention that the plaintiff and the defendant shall remain bound by the terms of settlement as recorded in *para 4* of the application bearing no. I.A.9084/2025, which are reproduced hereinabove.

9. Learned counsel for the plaintiff also prays that since the disputes



between the parties have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the Court Fees Act, 1870.

10. This Court is of the view that since the disputes between the parties have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of 75% of the Court fees paid by the plaintiff is deemed justifiable.

11. 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.

12. Registry is directed to draw up Decree sheet accordingly.

13. Needless to mention, the aforesaid terms as mentioned in *para 4* of the application bearing no. I.A. 9084/2025, shall form a part of the decree sheet.

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

15. The date already fixed stands cancelled.

SAURABH BANERJEE, J

APRIL 7, 2025/bh