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

+ **CS(COMM) 451/2020 & I.A. 1906/2021**

PHARMACYCLICS LLC & ANR.Plaintiffs

Through: Mr. Pravin Anand, Mr. Dhruv Anand,
Ms. Sampurna Sanyal, Ms. Vdita
Patro, Nimat Singh, Dhananjay
Khanna Advs.

versus

SHILPA MEDICARE LIMITED & ANR.Defendants

Through: Ms. Ms. Manisha Singh, Mr. Abhai
Pandey, Ms. Shivani Singh, Ms. Anju
Agrawal, Mr. Nishant Rai, Ms. Swati
Mittal, Mr. Manish Aryan, Mr.
Gautam Kumar, Ms. Akhya Anand,
Mr. Dhruv Tandan, Ms. Sruthi
Venugopal

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **22.08.2025**

1. The present suit has been filed by the Plaintiffs seeking permanent injunction restraining the infringement of Registered Patent No. 262968 by the Defendants.
2. This Court *vide* order dated 16.01.2024 recorded the submission of the parties to the suit and referred the parties to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre (Mediation Centre). The mediation has resulted in successful settlement of dispute between the Plaintiffs and Defendants.



3. The Settlement Agreement dated 11.08.2025 ('said agreement') executed between the parties before the Delhi High Court Mediation and Conciliation Centre has been received from registry and placed on record.
4. Learned counsel for the Defendants submits that in term of Clause '1 (v) (b)', the Defendants has handed over to the learned counsel for the Plaintiff the original of 'Annexure D'.
5. Learned counsel for the Plaintiffs confirms receipt of the said original of 'Annexure-D'. He submits that as per Clause '1 (vii)', the Plaintiffs are praying for decree in terms of paragraph 55 (a) of the plaint and Plaintiff are foregoing its relief sought at Paragraph 55 (b)-(f) of the plaint.
6. This Court has heard the learned counsel for the Plaintiffs and the Defendants and perused the Settlement Agreement dated 11.08.2025 and the same appears to this Court to be lawful.
7. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd¹**, 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. And, the Court should apply the principles of Order XXIII Rule 3 CPC and pass a decree in terms of the settlement with regard to the subject matter of the suit, to make such settlement effective.
8. This Court is satisfied that the compromise between the parties as contained in the aforesaid agreement satisfies the requirements of Order XXIII Rule 3 CPC.
9. The statements and undertaking given by the parties are accepted by this Court and the parties are held bound by the same.



10. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 11.08.2025 executed between the parties.
11. 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 11.08.2025 shall form part of the said decree.
12. Learned counsel for the Plaintiffs prays that court fee may be refunded.
13. Keeping in view the aforesaid facts, the Registry is directed to refund 100% Court Fee in favour of Plaintiff within six (6) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870, and the judgment of the Supreme Court in **High Court of Judicature at Madras v. M.C. Subramaniam & Ors²**.
14. Pending applications are disposed of.
15. All future dates stand cancelled.
16. Interim injunction shall stand merged into the final decree.
17. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 22, 2025/gm

¹ (2010) 8 SCC 24.

² (2021) 3 SCC 560.