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

+ **CS(COMM) 443/2025**

LA RENON HEALTHCARE PRIVATE LIMITEDPlaintiff

Through: **Mr. George Vithayathil and Ms.
Simrat Kaur Sareen, Advocates**

versus

DE RENON BIOTEC PRIVATE LIMITED & ANR.Defendants

Through: **Mr. Anirudh Wadhwa, Mr. Atul
Shankar Vinod and Mr. Aditya
Mittal, Advocates.**

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **01.07.2025**

I.A. 14974/2025 (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 defendants (hereinafter referred to as “*parties*”) seeking a consent decree based on the terms of Settlement Agreement dated 09.06.2025.

2. At the outset, learned counsel for the parties submit that the disputes *inter se* the plaintiff and the defendants in the present *lis* have been settled, and the terms thereof have been reduced to writing in the form of the Settlement Agreement dated 09.06.2025, which is forming a part of record. As such, the learned counsel for the parties pray for passing a Consent Decree under *Order XXIII Rule 3* of the Code of Civil Procedure, 1908 in terms thereof.

3. In fact, learned counsel for the plaintiff also submits that in view of the Settlement Agreement dated 09.06.2025 *inter se* the plaintiff and the defendants, the plaintiff does not wish to press for any other relief(s) *qua*



any of the defendants.

4. Learned counsel for the parties confirm the terms of the Settlement Agreement dated 09.06.2025 and identify the signatures of their respective clients.

5. This Court has perused the terms of Settlement Agreement dated 09.06.2025 as recorded *inter se* the plaintiff and the defendants and finds them to be lawful.

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

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7. The learned counsel appearing for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendants, prays that since the dispute *inter se* them have been settled, the present suit be decreed in the terms of Settlement Agreement dated 09.06.2025.

8. At this stage, learned counsel for the parties submit that to act in accordance with paragraph 8 of the Settlement Agreement dated 09.06.2025, the defendants shall take appropriate steps within a period of two weeks.

9. In light of the above, the present suit is decreed in terms of the settlement between the plaintiff and the defendants as recorded in the Settlement Agreement dated 09.06.2025.

10. Needless to mention, the plaintiff and the defendants shall remain bound by the terms of settlement as recorded in the aforesaid Settlement Agreement dated 09.06.2025.

11. Learned counsel for the plaintiff also prays that since the disputes between the plaintiff and the defendants have been settled amicably, the court fees paid by the plaintiff be refunded in terms of *Section 16* of the



Court Fees Act, 1870.

12. This Court is of the view that since the disputes between the plaintiff and the defendants 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.

13. 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.

14. At this stage, learned counsel for the plaintiff, upon instructions from the plaintiff, most fairly submits that the aforesaid refund of 75% of the Court fees shall be deposited with the Delhi High Court Bar Association Lawyers Social Security and Welfare Fund within a period of four weeks from the date of receipt thereof.

15. This Court appreciates the gesture shown by the learned counsel for plaintiff, who is willing to deposit the Court fees for a worthy cause.

16. Registry is directed to draw up the Decree Sheet.

17. Needless to mention, the Settlement Agreement dated 09.06.2025, shall form a part of the Decree Sheet.

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

SAURABH BANERJEE, J

JULY 01, 2025/So/NA