



\$~21

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

+ **CS(COMM) 496/2024**

INCYTE HOLDINGS CORPORATION & ORS.Plaintiffs

Through: Mr. Abhay Tandon, Advocates

versus

LOTUS LABS PRIVATE LIMITED & ORS.Defendants

Through: Mr. Tahir A J, Advocate

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 29.10.2025

1. The present suit has been filed seeking a permanent injunction restraining the defendants from infringement of Indian Patent No. 269841 ['IN' 269841'], damages, rendition of accounts, delivery up, and other ancillary reliefs.
2. This Court vide order dated 30.05.2024 passed an ex parte ad-interim injunction order restraining the defendants from directly or indirectly dealing in pharmaceutical drug containing the compound Ruxolitinib and/or Ruxolitinib API, along with any other form or compound or formulation which would infringe IN' 269841.
3. Learned Joint Registrar (J) vide order dated 25.02.2025, on joint request of the parties, referred the matter to the Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'], for exploring amicable settlement of disputes. The mediation has resulted in the successful settlement of disputes.



4. The settlement agreement dated 26.09.2025, executed before the Mediation Centre, has been placed on record.
5. Learned counsel for the plaintiffs and defendants state that they undertake to remain bound by the terms of the Settlement Agreement dated 26.09.2025, and the suit may be disposed of in terms thereof.
6. The Supreme Court in '**Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd.**'¹, while dealing with the Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed between the parties should be placed before the Court for recording it and disposing of the suit in its terms. And, while dealing with the settlement, the Court should apply Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.
7. This Court is satisfied that the compromise arrived between the parties as contained in the aforesaid Settlement Agreement dated 26.09.2025 satisfies the requirements of Order XXIII Rule 3 CPC.
8. The compromise contained in the aforesaid Settlement Agreement dated 26.09.2025 is lawful and therefore, this Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 26.09.2025.
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 26.09.2025 executed between the parties.

¹ (2010) 8 SCC 24.



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 26.09.2025 shall form part of the said decree.

Refund of Court Fees

12. Learned counsel for the plaintiffs' requests for refund of Court fees in view of the settlement arrived between the parties through the process of mediation.

13. Keeping in view the aforesaid facts, the registry is directed to refund 100% Court Fee in favour of plaintiffs within four (4) weeks, in accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870.

14. Pending applications, if any, stand disposed of.

15. Future dates, if any, stand cancelled.

16. 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

OCTOBER 29, 2025/rhc/aa