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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 529/2025 & I.A. 13574/2025**
GLAXO GROUP LIMITED AND ANR.Plaintiffs
Through: Mr. Vardaan Anand, Advocate.

versus

DINESH SIRVI AND ORSDefendants
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
23.12.2025

1. The learned Counsel for the Plaintiffs submitted that the Parties have been able to arrive at a settlement before the Delhi High Court Mediation and Conciliation Centre (“**DHCMCC**”) and a Settlement Agreement dated 19.11.2025 has been executed by the Plaintiffs and Defendant No. 1 (“**Settlement Agreement**”).

2. As part of the Settlement, Defendant No. 1 has agreed that Defendant No. 1 shall issue a Notification to Defendant Nos. 2 and 3 in terms of Clause 8 of the Settlement Agreement as under:

“8. The Second Party agrees and undertakes to issue a formal written communication to Shervotec Pharmaceuticals and D M Pharma Private Limited, Defendants No. 2 and 3 in the ongoing suit being CS(COMM) 529 of 2025, notifying them of the instant Settlement Agreement and directing them not to manufacture the impugned products bearing the impugned mark AUGSOMENTION and the impugned packaging for products marketed under AUGSOMENTION and SHEOICAL-NX COM at the behest of the Second Party. Such written Communication shall be issued within a period of 7 days from execution of the Settlement Agreement and the First Party shall provide proof of the same to the First Party within



the next 7 days after the issuance of the written Communication. In view of the afore-mentioned steps to be taken by the Second Party, the First Party agrees to forego its reliefs against Shervotec Pharmaceuticals and D M Pharma Private Limited, Defendants No. 2 and 3 in the present suit proceedings.”

3. Defendant No. 1 shall be bound by the said undertaking and comply with the same. In view of the same, the Plaintiff does not press the relief against Defendant Nos. 2 and 3, who shall also be bound to comply with the direction and the Notification to be issued by Defendant No. 1.
4. Let the Decree Sheet be drawn up accordingly in terms of Prayer in Paragraph No. 48 (a) and (b) of the Plaint and the Settlement Agreement against Defendant No. 1. The Suit as well as the pending Application stand disposed of.
5. The learned Counsel for the Plaintiffs prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
6. In view of the fact that matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiffs, in terms of Section 16 of the Court Fees Act, 1870.
7. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

DECEMBER 23, 2025/ 'A'