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

+ **CS(COMM) 542/2025**

CIPLA HEALTH LIMITED

.....Plaintiff

Through: Ms. Archana Sahadeva & Mr. Harshit
Bhoi, Advocates.

versus

BRISC HEALTHCARE PRIVATE LIMITED & ORS.

.....Defendant

Through: Mr. Amit Gupta & Ms. Muskan
Nagpal, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **21.07.2025**

I.A. 17076/2025

1. This is an Application filed jointly by the Plaintiff and Defendant No.1 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. It is submitted by the learned Counsel for the Plaintiff that Defendant No.1 is the only contesting Party.
3. The Plaintiff and Defendant No.1 have amicably resolved the dispute and have entered into the Terms of the Settlement, which are mentioned in Paragraph No.4 of this Application.
4. In view of the above, the Terms of the Settlement are taken on record



and the Parties are directed to be bound by the Terms of the Settlement as mentioned in Paragraph No.4 of this Application.

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5. The present Suit is decreed in the Terms of the Settlement as mentioned in Paragraph No.4 of this Application.

6. Let the Decree Sheet be drawn accordingly.

7. The Suit stands disposed of. The next date of hearing i.e., 14.08.2025, stands cancelled.

8. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

9. In view of the fact that the 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 Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

10. 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

JULY 21, 2025

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