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

+ **CS(COMM) 613/2025 & I.A. 14678/2025**

CELAGENEX RESEARCH INDIA PVT LTDPlaintiff

Through: Ms. Anju Agrawal, Ms. Manisha Singh, Mr. Abhai Pandey, Ms. Swati Mittal and Ms. Shivani Singh, Advocates.

versus

PHARMAK & ANR.Defendants

Through: Mr. Deepanjan Dutta, Advocate.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

22.12.2025

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I.A. 32187/2025

1. This is a joint Application on behalf of the Plaintiff and the Defendant under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Plaintiff and the Defendant have agreed to amicably resolve and settle the dispute on the Settlement Terms as under:

“a. The Defendants undertake, recognize and acknowledge the Plaintiff's exclusive proprietary and statutory rights in the Plaintiff's registered patent numbers 398902, 401186, 415765, 550245, 540383, 411171 and 372208 (hereinafter referred to as the 'subject patents'). The Defendants acknowledge the validity of the subject Patents and undertake not to challenge the validity of the subject Patents during the subsistence of the term of the subject patents.



b. *The Defendants also undertake not to market, promote, advertise, manufacture, use, purchase, sell, offer for sale, supply, export from India or in any manner deal in either through itself or through any entity that may be doing business in and from India, any product containing an identical composition, which is the subject matter of protection in the patent numbers 398902, 401186, 415765, 550245, 540383, 411171 and 372208, until expiration of the subject patents.*

c. *The Defendants further confirm and undertake that they have already discontinued the products NURIPALM, PALMINEW, PALMEIN-PLUS, OVACURE and CHOLIFOL (hereinafter referred to as 'infringing products') and further undertake that they have no stock of the infringing products or any other product with identical composition, which is the subject matter of protection in the patent numbers 398902, 401186, 415765, 550245, 540383, 411171 and 372208, currently in their inventory.*

d. *In consideration of the abovementioned undertakings and acknowledgements given by Defendants, the Plaintiffs have agreed to forego their claim for rendition of accounts, damages, delivery up, and costs under paragraph 65 (b)-(d) of the Plaint. The Parties agree that the present suit may be decreed by way of a decree of permanent injunction, in line with the mutually agreed upon terms herein.*

e. *The Defendants agree that the undertakings given in aforesaid regards shall be binding on all the legal heirs, representatives of the Defendants. Any breach of the above undertakings shall automatically entitle the Plaintiff to claim damages as prayed for in the suit.*

f. *The Defendant has no objection if the entire court fee is refunded to the Plaintiff."*

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.
4. The Parties are directed to be bound by the above-quoted Settlement Terms.
5. The Application stands disposed of.



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6. In view of the above Order passed in I.A. 32187/2025, the present Suit is decreed in the aforesaid Settlement Terms. Let the Decree Sheet be drawn up accordingly.
7. The Suit and the pending Application(s), if any, stand disposed of.
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

DECEMBER 22, 2025

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