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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 760/2022, I.A. 17978/2022, I.A. 2483/2023 & I.A.
33446/2024
J. B. CHEMICALS AND PHARMACEUTICALS LTD.Plaintiff

Through: Mr. Prithvi Gulati and Mr. Ritwik
Marwaha, Advs. (Through VC)
M: 9911167179

versus

RSL BIO SCIENCE PRIVATE LIMITED AND ANR.Defendants
Through: Mr. Siddhant Nath, Mr. Bhavishya
Makhija and Mr. Amaan Khan, Advs.
for D-1.
M: 9910870397

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
25.02.2025

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1. The present suit was referred to Delhi High Court Mediation and Conciliation Centre vide order dated 18th July, 2024, wherein, the plaintiff and defendant no.1 have successfully negotiated a settlement and the Settlement Agreement dated 21st October, 2024 has been signed, which has been received from Delhi High Court Mediation and Conciliation Center.
2. Learned counsels appearing for the plaintiff and defendant no.1, jointly confirm the terms of the settlement and submit that the suit can be decreed in favour of the plaintiff in terms of the settlement.
3. This Court has perused the terms of the settlement, and finds the same



to be lawful.

4. This Court also records the statement of learned counsel appearing for defendant no.1 that in terms of the settlement, an amount of Rs. 1,25,000/- as costs and damages, has already been paid to the plaintiff.

5. Learned counsel appearing for the plaintiff confirms the said fact.

6. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant no.1, in terms of the Settlement Agreement, which shall form part of the decree.

7. Let decree sheet be drawn up.

8. Parties are held bound by the terms of the settlement.

9. At this stage, learned counsel appearing for the plaintiff submits that the suit can be decreed against the defendant no.2, also.

10. He submits that none has appeared for defendant no.2, despite service and no written statement has been filed on its behalf.

11. This Court notes that vide order dated 13th July, 2023, the right of defendant no.2 to file the written statement, was closed.

12. The aforesaid fact was again noted in the order dated 17th October, 2023, wherein, it has been recorded that defense of defendant no.2, has already been struck off.

13. Thus, the position that emerges is that there is neither any appearance on behalf of defendant no.2, nor any written statement has been filed on behalf of defendant no.2. Thus, there is no defense that has been raised on behalf of defendant no.2. Accordingly, this Court proceeds under Order VIII Rule 10 of Code of Civil Procedure, 1908 ("CPC"), as no fruitful purpose would be served in putting the case for trial *qua* defendant no.2, in the absence of any defense.



14. This Court further notes that in the absence of any defense taken by the defendant no.2, there is no plausible explanation by the defendant no.2 in successfully defending the claims raised by the plaintiff. This Court is satisfied that the plaintiff is entitled to a decree in its favour.

15. Accordingly, the suit is decreed in favour of the plaintiff and against the defendant no.2, in terms of paragraph 27 (a) and (b) of the plaint.

16. Considering the fact that the plaintiff has settled its dispute with defendant no.1 through the process of mediation, the Registry of this Court is directed to issue a Certificate of Refund of full Court Fees in favour of the plaintiff.

17. Let decree sheet be drawn up.

18. The present suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

FEBRUARY 25, 2025/kr