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

+ **CS(COMM) 590/2024, I.A. 33782/2024 & I.A. 46454/2024**

ABBOTT PRODUCTS OPERATIONS AG & ANR.Plaintiffs

Through: Mr. Naqeeb Nawab, Ms. Apurva
Bhutani, Mr. Ashutosh Ranga and
Ms. Sejal Tayal, Advocates

versus

**LINCOLN PHARMACEUTICALS
LIMITED & ANR.Defendants**

Through: Mr. Rajat Sinha and Mr. Utkarsh
Dwivedi, Advocates for D-1.

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER
27.05.2025**

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1. The matter has been settled between the plaintiff and the defendant no.1 in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 30th April, 2025, (hereinafter "Settlement Agreement"), which bears the digital signatures of the authorised representatives of the plaintiff and the defendant no.1, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. In terms of clauses 1.9 and 1.10 of the Settlement Agreement, the



defendant no.1 is given seven (7) days' time from today to comply with its obligations provided therein.

6. In view of the above, the suit is decreed *qua* the defendant no.1 in terms of prayer clauses 119(a) and 119(b) of the plaint.

7. To be noted, the defendant no.2 has already been proceeded against *ex parte vide* order dated 24th February, 2025.

8. In terms of the averments made in the plaint, which remain unrebutted, a decree of permanent injunction in terms of prayer clauses 119(a) and 119(b) of the plaint is also passed against defendant no.2 and in favour of the plaintiff.

9. In view of the fact that the matter has been settled in mediation proceedings, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in terms of Section 16 of the Court Fees Act, 1870 *read with* Section 89 Code of Civil Procedure, 1908 in favour of the counsel for the plaintiff, i.e. *ZEUSIP Advocates LLP, B-1, Sector-2, NOIDA, Uttar Pradesh – 201301*.

AMIT BANSAL, J

MAY 27, 2025

Vivek/-