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

+ **CS(COMM) 647/2024**

ABBOTT PRODUCT OPERATIONS AG& ANR.Plaintiffs

Through: Ms. Apurva Bhutani, Mr. Naqeeb
Nawab and Ms. Sejal Tayal, Advs.

versus

UNIZA HEALTHCARE LLPDefendant

Through: Mr. Kunal Goyal and Mr. Tathagat
Tiwari, Advs. (through vc)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **04.09.2025**

CS(COMM) 647/2024 and I.A. 21947/2025 (application under Order XXIII Rule 3 read with Section 151 CPC)

1. The present application has been filed jointly by the plaintiffs and defendant under Order XXIII Rule 3 Code of Civil Procedure, 1908 ('CPC') seeking the passing of a decree based on the compromise arrived at between the parties.
2. The application is duly signed by the parties and is supported with their affidavits.
3. Learned counsels for the parties jointly state that the terms of the compromise are set out at paragraph 3 of the captioned application.
4. Learned counsel for the plaintiffs state parties have agreed that a decree shall be passed in favour of the Plaintiffs and against the defendants in terms of paragraph 3.1 to 3.9 of this application as well as paragraph 102



(a) and (b) of the plaint.

5. She states that in consideration of the undertakings tendered by the defendant in this memorandum of settlement, the plaintiffs have agreed to forego the relief (s) against the defendant mentioned in paragraph 102(c), (d), (e) and (h) of prayer clause of the Plaint.

6. She states that there are no pending/outstanding executory obligations of the Defendant.

7. Learned counsel for the defendant confirms the aforesaid submissions.

8. Learned counsel for the parties pray for a decree in terms of Order XXIII Rule 3 CPC.

9. This Court has heard the learned counsels of the parties and also perused the compromise/settlement entered between the plaintiffs and defendant, recorded at paragraph 3, 3.1 to 3.9 of this application. The Court is satisfied that the said compromise satisfies the requirements of Order XXIII Rule 3 CPC. The compromise contained in the captioned application is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

10. Consequently, the application is allowed and the captioned suit is decreed qua in favour of the plaintiffs and against the defendant in terms of paragraph 3, 3.1. to. 3.9 of the captioned application, and paragraphs 102(a) and (b) of the prayer clause of the plaint.

11. The prayers at paragraph 102(c), (d), (e) and (h) of prayer clause of the Plaint are dismissed as not pressed.

12. The Registry of this Court is directed to prepare a decree in terms of



this order. The memorandum of settlement set out at paragraph 3, 3.1. to. 3.9 of the captioned application shall form part of the decree.

13. Interim orders, if any, stand merged into the final decree.

14. Pending applications are disposed of.

15. Future dates stand cancelled.

Refund of Court Fees

16. Learned counsel for the plaintiff states that in view of the compromise recorded between the parties and the early disposal of the suit, the plaintiff prays for a refund of the court fee deposited. She states that she will be satisfied with partial refund.

17. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of plaintiff within six (4) weeks, in accordance with law. The said direction has been passed having regard to Section 16 and 16A of the Court Fees Act, 1870 (as applicable to Delhi).

18. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 4, 2025/msh/AJ