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

+ **CS(COMM) 736/2025**

GLAXO GROUP LIMITED

.....Plaintiff

Through: Ms. Tanya Verma, Mr. Verdaan
Anand and Ms. Ruchika Yadav,
Advs.

versus

**NUTRAFERON PRIVATE LIMITED
AND ANR**

.....Defendants

Through: Mr. Kunal Khanna, Mr. Madhav
Anand, Mr. Krtin Bhasin, Mr.
Yashveer Singh, Mr. Udit Sharma,
Mr. Kaulik Mitra, Ms. Priyanshi
Gupta and Mr. Param Goel Advocates

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 15.12.2025

I.A. 31398/2025 (under Order XXIII Rule 3)

1. This is an application filed by the plaintiff and defendant no. 1 jointly under Order XXIII Rule 3 Code of Civil Procedure, 1908, for recording the settlement arrived at between the parties.
2. Learned counsel for the parties' state that the terms and conditions agreed between the parties have been set out exhaustively at paragraph '3'(a) to (k) of the captioned application.
3. Learned counsel for defendant no. 1 states that defendant no. 1 has consented to the passing of a decree of permanent injunction in favour of the plaintiff and against defendant no. 1 as prayed for in paragraph nos. '36' (a)



and (b) of the plaint.

3.1. He states that defendant no. 1 undertakes to comply with the obligations assumed at paragraph nos. '3' (e) and (f) of the captioned application within the time stipulated therein.

4. Learned counsel for the plaintiff states that in view of the settlement arrived at between the parties, the plaintiff has agreed to forego its claims for monetary relief as prayed for in paragraph nos. '36' (d), (f) and (g) of the plaint. He states that the plaintiff is also not pressing for the relief prayed for at paragraph no. '36'(c) in view of no contest in this matter.

5. This Court has perused the terms and conditions of the settlement agreement and is satisfied that the compromise between the parties as contained in the captioned application satisfies the requirement of the Order XXIII Rule 3 CPC. The compromise contained in the captioned application is lawful, and therefore, this Court does not find any impediment in disposing of the underlying suit in terms of the aforementioned settlement.

6. The statement and undertakings given by the learned counsel for the parties are accepted by this Court, and the parties are held bound by the same.

7. Accordingly, in view of the settlement arrived at between the parties. The reliefs claimed at paragraph nos. '36' (a) and (b) of the plaint are granted in favour of the plaintiff and against defendant no. 1.

8. The relief claim in paragraph no. '36'(e) will be complied with by defendant no. 1 in terms of the conditions stipulated in the compromise application.

9. The reliefs claimed by the plaintiff in paragraph nos. '36'(c), (d), (f) and (g) of the plaint are dismissed as not pressed.



10. The registry is directed to draw up a decree in terms of this order. The settlement agreement shall form part of the decree.

Defendant no. 2

11. Learned counsel for the plaintiff states that for the reasons stated in the application, the plaintiff is withdrawing the reliefs prayed for against defendant no. 2.

12. The said submission is taken on record, and the suit is dismissed as withdrawn vis-à-vis defendant no. 2.

Refund of Court Fees

13. Learned counsel for the plaintiff requests a refund of Court fees in view of the settlement arrived between the parties.

14. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of the plaintiff within six [6] weeks, in accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870.

15. Pending applications are disposed of.

16. All future dates stand cancelled.

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

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

DECEMBER 15, 2025/msh/aa