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

+ **CS(COMM) 913/2022 & I.A. 22308/2022**

WOCKHARDT LIMITED

.....Plaintiff

Through: Mr. Afzal B. Khan, Mr. Samik Mukherjee and Ms. Suhrita Majumdar and Mr. Bal Krishan Singh, Advs.

versus

**ZYMES BIOSCIENCE PRIVATE LIMITED
& ANR.**

.....Defendants

Through: Mr. Prince Choudhary, Mr. Annanya Giri, Mr. Aakash Bhardwaj and Mr. Suprit Gupta, Advs. for D-1 and D-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **11.09.2025**

1. This order is being passed in continuation of the order dated 18.08.2025 and 04.09.2025.
2. Learned counsel for the defendant nos. 1 and 2 states that the affidavit of the Director of Defendant no. 1 has been e-filed vide e-diary no. 6582418/2025 and a copy has also been served on the plaintiff.
 - 2.1 He states that he has also brought before this Court a demand draft for a sum of Rs. 3 lakhs and has been handed over to the learned counsel for the Plaintiff during the course of the hearing.
 - 2.2 He submits that a decree of permanent injunction may be passed against both the defendant nos. 1 and 2 and the suit be disposed of in terms of the said affidavit on behalf of the defendant Nos. 1 and 2.
3. Learned counsel for the plaintiff confirms that he has received a copy of the affidavit and he states that he is satisfied with the same. He further



confirms the receipt of the costs of Rs. 3 lakhs.

4. This Court has heard the learned counsels of the parties and also perused the affidavit dated 10.09.2025 submitted on behalf of the defendant no. 1. The compromise is lawful and therefore, there is no impediment in decreeing the suit in terms of the settlement arrived at between the parties.

5. In view of the aforesaid no-contest between the plaintiff and the defendants vis-à-vis the relief of permanent injunction in this suit, the suit is decreed in favour of the plaintiff and against the defendant vis-à-vis prayer clause at paragraph 72(a) of the plaint.

6. With respect to prayer clauses at paragraph 72(b), 72(c), 72(d) and 72(e), learned counsel for the plaintiff states that with the receipt of a sum of Rs. 3 lakhs, the plaintiff is not pressing for the said claims.

7. The said statement is taken on record and the said reliefs are disposed of as satisfied.

8. The Registry of this court is directed to prepare a decree in terms of this order. Interim orders, if any, stand merged into final decree.

9. Pending applications, if any, are disposed of.

10. Future dates, if any, stands cancelled.

Refund of Court Fees

11. 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 partial refund of the court fee deposited.

12. 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 Section 16 and 16 A of the Court Fees Act, 1870 (as applicable to Delhi).



13. 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 11, 2025/msh/IB/MG