



\$~29

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 875/2025, I.A. 20533/2025 & I.A. 20537/2025**
CHUGAI SEIYAKU KABUSHIKI KAISHA & ANR.Plaintiffs
Through: Mr. Shrawan Chopra, Mr. Achyut
Tiwari, Ms. Krisha Baweja & Mr. M.
Mahavir, Advocates.

versus

ANTHEM BIOSCIENCES LIMITEDDefendant
Through: Mr. Afzal B. Khan, Ms. Amrita
Majumdar, Mr. Sharad Besoya & Mr.
Bal Krishan Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
09.10.2025

1. *Vide* Order dated 22.08.2025, the learned Counsel for the Defendant appearing on advance service submitted, on instructions, that until the next date of hearing, the Defendant shall not launch any product dealing with 'Alectinib' or its salt or solvates or intermediate(s) that infringes the Plaintiffs' patent granted vide Indian Patent No. IN 294424. The Defendant was directed to be bound by the said statement and was directed to file an affidavit giving the said undertaking within a period of two weeks from date.
2. The Parties have submitted that during the pendency of the present Suit, the Plaintiffs and the Defendant have agreed to amicably resolve and settle the dispute and the Suit may be decreed in terms of the Undertaking by way of Affidavit dated 28.08.2025 given by the Defendant:

"a) That the Defendant will not commercially launch the drug in question i.e., Alectinib during the validity of IN294424;



b) That present undertaking is without prejudice to the permissible rights and liberties available to the Defendant under statute including without limitation, rights under the provisions of Section 107A of the Patents Act, 1970, to carry out such activity in relation to development and submission of information in India or elsewhere where the laws provide for or mandate the submission of such information;”

3. The Suit is disposed of and decreed in terms of the Undertaking by way of Affidavit dated 28.08.2025 given by the Defendant. Let the Decree Sheet be drawn up accordingly. All pending Applications stand disposed of.

4. The learned Counsel for the Plaintiff prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.

5. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiff, in terms of Section 16 of the Court Fees Act, 1870.

6. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

OCTOBER 9, 2025

ak