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

+ **CS(COMM) 847/2024**

ZYDUS WELLNESS PRODUCTS LTD,

.....Plaintiff

Through: **Mr. Guruswamy Nataraj, Adv.**

versus

**ABHAY BURMAN D/B/A SAMRAT PHARMACEUTICALS &
ANR.**

.....Defendants

Through: **Mr. Aditya Khurana, Mr. Aniket
Bhattacharya, Mr. Karan Khanna,
Advs. for D-1.**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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16.10.2025

**I.A. 26026/2025 (joint application under order XXIII rule 3 read with
Section 151 CPC)**

1. This is an application under Order XXIII Rule 3 of the Civil Procedure Code, 1908 ['CPC'], filed jointly by the Plaintiff and Defendants.
2. The application is duly signed by the parties and is supported with their affidavits.
3. At the outset, learned counsel for the Plaintiff has drawn this Court's attention to the amended memo of parties dated 01.08.2025.
4. He states that the Plaintiff has arrived at a Settlement with Defendant Nos. 1(A), 1(B) and 1(C) mentioned in the Amended Memo of parties dated 01.08.2025, who are the legal heirs of deceased Defendant No.1.



5. He states that terms and conditions of the Settlement are set out at paragraph 7 of the captioned application.

6. He states that the Defendants have agreed to suffer the decree in terms of the prayer clause contained in paragraph 111(i), 111 (ii) and 111(iii) of the plaint.

7. He states that in view of the unfortunate demise of the original Defendant No.1, the Plaintiff has agreed to waive damages and costs against the legal heirs of the said defendant.

8. Learned counsel for Defendant Nos. 1(A), 1(B), 1(C) states that the said Defendants undertake to abide by the terms of the settlement, set out at paragraph 7 of the said application, and gives an undertaking to the Court to this effect.

9. This Court has heard the learned counsels of the parties and also perused the compromise/settlement entered between the Plaintiff and the Defendants, recorded at paragraph 7 of the captioned application. The Court is satisfied that the said compromise satisfies the requirements of Order XXIII Rule 3 of 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 Plaintiff and against the Defendants No. 1(A), 1(B), 1(C) in terms of the paragraph 7 of the captioned application and in terms of prayer contained in paragraph 111(i) to 111(iii) of the plaint. The remaining prayers are dismissed, as not pressed.

11. The Registry of this Court is directed to prepare a decree in terms of this order. The memorandum of settlement is set out at paragraph 7 of the



captioned application and shall form a part of the decree.

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

13. Future dates, if any, stand cancelled.

Refund of court fee

14. 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.

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

16. 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

OCTOBER 16, 2025/ck/IB.