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

+ **CS(COMM) 736/2023 and I.A. 20343/2023**

INTERVET INTERNATIONAL B.V. & ANR.Plaintiffs

Through: Ms. Tusha Malhotra and Ms.
Sugandha Yadav, Advocates.

versus

**CUCKOS PHARMACEUTICAL
PRIVATE LIMITED & ANR.Defendants**

Through: Mr. Rishub Kapoor, Advocate for
D-1.

**CORAM:
HON'BLE MR. JUSTICE AMIT BANSAL**

**ORDER
27.02.2025**

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1. Counsel for the parties submit that the parties have settled the dispute in mediation proceedings before the Delhi High Court Mediation and Conciliation Centre ('Mediation Centre').
2. The Settlement Agreement dated 13th December, 2024, (hereinafter "Settlement Agreement") which bears the digital signatures of the authorised representative of the plaintiffs and the defendants, has been placed on record.
3. I have perused the terms of the Settlement Agreement and do not find anything unlawful therein.
4. Parties shall remain bound by the terms of the Settlement Agreement.
5. Accordingly, in terms of the Settlement Agreement, a decree of permanent injunction is passed in favour of the plaintiffs and against the



defendants in terms of prayer clauses 93 (i), (ii) and (iii) of the plaint.

6. The plaintiffs agree to forego the remaining reliefs claimed in the plaint. The Settlement Agreement shall form part of the decree.

7. The decree sheet be drawn up accordingly.

8. In view of the fact that the matter has been settled at the Mediation Centre, 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 *read with* Section 89 of the Code of Civil Procedure, 1908.

9. The pending application stands disposed of.

AMIT BANSAL, J

FEBRUARY 27, 2025

Vivek/-