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

+ **CS(COMM) 1128/2024& I.A. 48448/2024**

SANOFI & ANR.

.....Plaintiffs

Through: **Ms. Aarti Aggarwal and Ms. V. Mohini, Advocates (Through VC)**

versus

SUNMETICS HEALTHCARE PVT. LTD & ANR.....Defendants

Through: **Mr. Ritesh Khatri, Advocate (Through VC)**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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10.12.2025

1. The present suit has been filed by the Plaintiffs against the Defendants seeking permanent injunction restraining infringement of trademark, passing off, unfair competition, rendition of accounts, damages and delivery up.
2. This Court vide order dated 17.12.2024 referred the matter to SAMADHAN - Delhi High Court Mediation and Conciliation Centre ['Mediation Centre'], with the consent of the parties. The mediation has resulted in successful settlement of disputes.
3. Learned counsels for the parties' state that parties have arrived at settlement before the Mediation Centre and have executed a Settlement Agreement dated 04.09.2025.
4. Learned counsel for the parties' state that the parties undertake to remain bound by the terms and conditions recorded in the Settlement Agreement and the suit can be disposed of in terms thereof.



5. This Court has heard the learned counsels for the parties.
6. The Settlement Agreement dated 04.09.2025 executed between the parties has been received from the registry.
7. The Supreme Court in **Afcons Infrastructure Ltd. v. Cherian Varkey Construction Co. (P) Ltd**¹ while dealing with Section 89 of the Code of Civil Procedure, 1908 ['CPC'] has observed that a settlement agreement executed through the process of mediation be placed before the Court for recording it and disposing of the suit in its terms and while dealing through the Court should apply the Order XXIII Rule 3 CPC and make a decree in terms of the settlement in regard to the subject matter of the suit, to make such settlement effective.
8. This Court has perused the terms and conditions of the Settlement Agreement dated 04.09.2025. With consent of the parties Clause VII of the Settlement Agreement is modified to read as under: -

“VII. Defendant No. 1 and Defendant No. 2 further agree and undertake not to file, either directly or indirectly or through its manufacturers, distributors, successors, representatives and assigns, any application for registration of any intellectual property/trade mark/trade name/copyright, which is identical to or deceptively similar to the Plaintiffs' registered trade mark SANOFI and/or any variation thereof in relation to any goods or services.”

The reference to the settlement agreement in this order implies reference to the modified Clause VII.

9. This Court is satisfied that the said agreement arrived between the parties is lawful and satisfies the requirements of Order XIII Rule 3 CPC. This Court does not find any impediment in decreeing the captioned suit in terms of the aforesaid Settlement Agreement dated 04.09.2025
10. The statements and undertaking given by the parties in terms of the



Settlement Agreement dated 04.09.2025 are accepted by this Court and parties are held bound, by the same.

11. Consequently, the captioned suit is decreed in terms of the Settlement Agreement dated 04.09.2025 executed between the parties.

12. The Registry of this Court is directed to prepare a decree in terms of this order, and it is directed that the Settlement Agreement dated 04.09.2025 shall form part of the said decree.

Refund of Court fees

13. Ms. Aarti Aggarwal, learned counsel for the Plaintiffs pray that in view of the settlement, partial refund of Court fees may be granted.

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

15. The suit stands disposed of.

16. Pending applications disposed of.

17. All future dates stand cancelled.

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 10, 2025/rhc/MG