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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 787/2023**

NATCO PHARMA LIMITEDPlaintiff
Through: Mr. Sharad Besoya and Mr. Afzal B.
Khan, Advocates.

versus

FMC AGRO SINGAPORE PTE. LTD. & ORS.Defendants
Through: Mr. George Vithayathil, Advocate.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER
24.04.2026

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I.A. 11449/2026 (Under Order XXIII Rule 3, CPC)

1. This is a joint application on behalf of the parties under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 for recordal of the settlement, which has been arrived at between the parties.

2. Learned counsel for the parties submit that the parties have been able to successfully resolve their *inter se* disputes out of Court, and the terms of settlement have been reduced into writing by way of a Settlement Agreement dated 31.03.2026.

3. Learned counsel state that keeping in view the confidential nature of the terms of the Settlement Agreement, the application only incorporates the terms relevant for disposal of the suit in para 4 of this application. Thus, the terms of settlement as enumerated in para 4 of the present application are extracted hereunder:

“4. In accordance with the terms of settlement, the Parties undertake as under –

a) The Plaintiff agrees to the disposal of the present lawsuit bearing CS (COMM) No. 787 of 2023 and all applications connected/filed therewith.

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b) The Parties agree that the Settlement Agreement constitutes full and final settlement of the present Suit as well as full and final settlement of any claim or allegation by the Plaintiff arising out of any past/present/future manufacture, import, marketing, use, sale, offer for sale, supply or any other exploitation of any nature whatsoever of Cyantraniliprole or any other product covered or disclosed in the suit patents either by the Plaintiff or any person acting through or under the Plaintiff.

c) The Parties hereto state that they have no further claims or demands of any nature whatsoever against each other and all the disputes and differences in this regard have been amicably settled.

d) The Parties further agree that they shall abide by the terms and conditions set out in the Settlement Agreement and shall not dispute the same hereinafter in future either themselves, or through any third parties.”

4. It would also be relevant to extract paras 5 and 6 of the present application hereunder:

“5. The present application has been executed by the Constituted Attorney/Authorized Signatory of the Plaintiff and the Constituted Attorney/Authorized Signatory of the Defendants and the terms thereof shall be binding henceforth upon the Parties, their representatives, group companies, affiliates, associates, successors in interest and title, assigns in business and anyone acting for and on their behalf.

6. The Parties hereby affirm and acknowledge that they have read all the above-mentioned terms and have entered into the present settlement voluntarily. The Parties agree that the provisions set forth herein are written in language understandable to them and further affirm that they understand the meaning of the terms and their effect.”

5. Though in the application, the operative portions of the settlement terms have been enumerated in para 4, however, by inadvertence the Settlement Agreement dated 31.03.2026 has not been appended to the present application.

6. Learned counsel for the parties submit that since the Settlement Agreement dated 31.03.2026 contains confidential terms, the disclosure may not be appropriate. However they state that a redacted copy of the Settlement Agreement dated 31.03.2026 can and will be filed.



7. Learned counsel seek a pass over to take appropriate instructions.

TUSHAR RAO GEDELA, J

APRIL 24, 2026/anj

At 12.33 p.m.

8. At this stage, learned counsel for the parties have handed over to the Court the Settlement Agreement dated 31.03.2026.

9. This Court has perused the terms of settlement and finds them lawful. The terms of settlement appear to be within the contours of Order XXIII Rule 3 of the Code of Civil Procedure, 1908. There appears to be no impediment in case the suit is decreed in terms of para 4 (a) to 4(d) of the present application.

10. The parties shall remain bound by the terms of the settlement.

11. Let a decree sheet be drawn up in terms of para 4 of the application. The Settlement Agreement shall be read as part of the decree.

12. Keeping in view the fact that there are confidential information enumerated in the Settlement Agreement dated 31.03.2026, the parties are permitted to place on record the said Settlement Agreement under a sealed cover. The said Settlement Agreement shall be filed during the course of the day.

13. The Court Fees under Section 16A of the Court Fees Act, 1870 shall be refunded to the plaintiff upon completion of all the formalities, as per rules.

14. The suit is decreed and disposed of alongwith all the pending applications.

15. The date already fixed i.e. 22.05.2026 stands cancelled.

TUSHAR RAO GEDELA, J

APRIL 24, 2026

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