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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 624/2017**
PFIZER INC. & ORS

..... Plaintiff

Represented by: Ms. Tusha Malhotra, Ms. Rashi Punia,
Adv.

versus

LUCIUS PHARMACEUTICALS & ORS.

..... Defendant

Represented by: Mr. Manav Gupta, Adv. for D-3.
Mr. Parveen Kumar Agarwal, Mr.
Abhishek Grover, Adv. for D-4.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER
30.09.2019

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I.A. 13763/2019 (u/O 23 R 3 CPC by P & D-3)

1. By this joint application the plaintiff and defendant No.3 seeks a decree of the suit in favour of the plaintiff and against the defendant No.3 on the basis of settlement arrived at between the parties.
2. The terms of the settlement as arrived at between plaintiff and defendant No.3 in Para 3 of the application are as under:

“a) The defendant acknowledges the validity of the suit patents and the plaintiff’s exclusive right in dealing in products containing Crizotinib, Sunitinib, Axitinib, or any of their pharmaceutically acceptable salts which is subject matter protected by the claims of said suit patents;

b) The defendant further undertakes that any act of manufacturing, making, using, offering for sale, advertising,

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selling, importing and/or exporting, the subject matter of the claims of the suit patents, will violate the statutory rights of the plaintiffs herein;

c) The said defendant further undertakes not to infringe the rights of the plaintiffs in the suit patents during their lifetime, by manufacturing, making, using, offering for sale, advertising, selling, importing and/or exporting a generic version of Crizotinib, sunitinib, Axitinib or any other product (s) covered by the claims of the suit patents;

d) The defendant also undertakes to furnish an amount of ₹20,00,000/- as a token amount towards the damages and litigation costs suffered by the plaintiffs. The said amount shall be furnished in the name of Pfizer Products India Private Limited, i.e. the plaintiff No.4, who shall collect it on behalf of plaintiff No.1, Pfizer Inc. The defendant undertakes to furnish this amount at the time of passing of orders in the present application by this Hon'ble Court;

e) Plaintiffs acknowledge that the defendant has already provided to the plaintiffs, a full disclosure of the entire information and details as regards the entities/ persons/ pharmacies/ sole proprietors, etc. engaged in or found to be manufacturing, selling, importing and/or exporting generic Crizotinib, Sunitinib, Axitinib, as the case maybe, within its knowledge;

f) Plaintiffs undertake not to institute/assist/aid any action/ proceeding/ complaint or the like against the defendant before any forum/ department/ court/ tribunal etc. for the present cause of action, as the said dispute between the parties is being resolved by way of the present settlement agreement.

g) Subject to the undertakings given by the defendants, the parties declare that they have no other claims against each other and agree that on the basis of the above terms the present suit may be decreed in terms of paragraph 95 (a), (c) and (e) of the plaint. In lieu of the defendant's undertakings, the reliefs claimed in paragraph 95 (b) and (d) of the plaint are given up



by the plaintiff against the defendant. However, in the event of a breach of these undertakings in this agreement, the parties reserve the right to seek any remedies available to them in law and equity. It is further submitted that the above undertakings shall be binding henceforth on the defendant or plaintiffs as appropriate, as well as their respective associates, representatives, successors, partners, employees, affiliates and assignees-in-business.”

3. Application is duly supported by the affidavit of Mr. Samir Kazi, authorized signatory of plaintiff authorization in whose favour has already been placed on record in the documents filed in the suit.
4. The application is also supported by the affidavit of Mr. Raj Chawla, the partner of defendant No.3, who though claims to be defendant No.3 but is actually the partner of defendant No.3 as is stated by him before this Court.
5. Mr. Raj Chawla is present in Court and is duly identified by learned counsel for the defendant No.3. Copy of the gate pass for entry to the High Court as also copy of the driving license is taken on record. Copy of the partnership deed dated 16th April, 1992 in the documents filed by the defendant Raj Chawla has been mentioned as partners of defendant No.3.
6. In view of the settlement arrived at between the parties the suit is decreed limited to the prayer against the defendant No.3 in favour of the plaintiff and against the defendant No.3 in terms of the settlement as noted above.
7. Application is disposed of.

MUKTA GUPTA, J.

**SEPTEMBER 30, 2019 /‘ga’
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