

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUIT NO. 566 OF 2014

Rasiklala Manikchand Dhariwal and Anr. ... Plaintiffs

Verus

M/s. Maule Aqua Industries and Ors. ... Defendants

ALONG WITH

LEAVE PETITION NO. 26 OF 2014

IN

SUIT (L) NO. 92 OF 2014

WITH

NOTICE OF MOTION (L) NO. 269 OF 2014

IN

SUIT (L) NO. 92 OF 2014

Mr.B.N. Poojari i/b. Asian Patent Law for the Plaintiffs.

Mr. Manjunath Hegde for the Defendants.

Mr. Bandodkar, 2nd Assistant to Court Receiver, present.

CORAM : S.J. KATHAWALLA, J.

DATED : 17TH JUNE, 2015

P.C.

1. Leave under Clause XIV of the Letters Patent is granted.
2. The learned Advocates appearing for the Plaintiffs and the Defendants have tendered Consent Terms dated 17th June, 2015. They submit that the Consent Terms be taken on record and the above Suit, Leave Petition and Notice of Motion be disposed of in terms of the Consent

Terms. The Consent Terms are taken on record and marked “X” for identification. The Consent Terms are signed by the Constituted Attorney of Plaintiff No. 1, Authorized Signatory of Plaintiff No.2 and Defendant Nos. 1 to 3. The Consent Terms are also signed by the Advocates for the parties. The undertakings recorded in the Consent Terms are accepted. The above Suit, Leave Petition and Notice of Motion are disposed of in terms of Consent Terms marked 'X'. Refund of Court Fees, if any as per rules.

3. The products bearing impugned mark shall be destroyed by the Defendants in the presence of the representative of the Plaintiffs.

4. The Court Receiver stands discharged without passing accounts but subject to payment of his cost, charges and expenses within a period of four weeks from today by the Plaintiffs.

(S.J. KATHAWALLA, J.)