

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****SUIT NO. 462 OF 2015**

Meso Private Limited and Anr. ... Plaintiffs

Versus

Agarwal herbal Products ... Defendant

ALONG WITH**NOTICE OF MOTION NO. 919 OF 2015****IN****SUIT NO. 462 OF 2015**

Mr. Ramesh H. Gajria i/b. Gajria and Company for the Plaintiffs.

Mr. H.W. Kane a/w. Mr. A.H. Kane i/b. W.S. Kane and Company for the Defendant.

Mr. Hemant I. Vashi – Director of Plaintiff No. 1 / Constituted Attorney of Plaintiff No. 2, present in person.

Mr. Rajesh Agarwal – Proprietor of Defendant, present in person.

CORAM : S.J. KATHAWALLA, J.

DATED : 28TH JULY, 2015

P.C.:

The learned Advocates appearing for the Plaintiffs and the Defendant have tendered Consent Terms dated 28th July, 2015. They submit that the Consent Terms be taken on record and the above Suit as well as 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 Director of Plaintiff No. 1, the Constituted Attorney of Plaintiff No. 2 and the Proprietor of the

Defendant. The Consent Terms are also signed by the Advocates for the parties. Both the signatories to the Consent Terms are present in Court. The undertakings recorded in the Consent Terms are accepted. The impugned labels shall be removed as agreed by the parties in paragraph 3 of the Consent Terms within a period of one week from today. The Court Receiver stands discharged without passing accounts but subject to payment of his cost, charges and expenses within a period of two weeks from today by the Plaintiffs. The above Suit as well as Notice of Motion are disposed of in terms of Consent Terms marked 'X'. Refund of Court Fees, if any, as per rules.

(S.J. KATHAWALLA, J.)