

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

SUIT NO. 635 OF 2014

Abbott Products Operations AG and Anr. ... Plaintiffs

Versus

Tanik Health Care Private Limited and Or. ... Defendants

ALONG WITH

NOTICE OF MOTION NO. 1183 OF 2014

IN

SUIT NO. 635 OF 2014

Ms. Tanuja Liman for the Plaintiffs.

Ms. V. Nirumala for the Defendant Nos. 1 to 4.

CORAM : S.J. KATHAWALLA, J.

DATED : 24TH JUNE, 2015

P.C.:

1. The learned Advocates appearing for the Plaintiffs and Defendant Nos. 1 to 4 have tendered Consent Terms dated 24th June, 2015 as well as two Affidavit cum undertaking of Defendants, both dated 7th January, 2015. They submit that the Consent Terms as well as the two Affidavits cum undertaking of Defendants 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 as well as the two Affidavits cum undertaking of Defendants are taken on record and marked "X", "X-1" and

“X-2” for identification. The Consent Terms are signed by the Constituted Attorney of Plaintiff No. 1, Manager Legal & Secretarial of Plaintiff No. 2, Director of Defendant No. 1, Defendant Nos. 2 and 3 and Executive Director of Defendant No. 4. The Consent Terms are also signed by the Advocates for the parties. The undertakings recorded in the Consent Terms are accepted. The Defendant Nos. 1 to 4 undertake that the drug licence qua the product bearing the impugned mark has lapsed and shall not be renewed. The undertaking is accepted. The above Suit as well as Notice of Motion are disposed of in terms of Consent Terms marked 'X' and the two Affidavits cum undertaking of Defendants marked “X-1” and “X-2” respectively. Refund of Court Fees, if any as per rules. 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.)