

Sharayu.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 647 OF 2015
WITH
NOTICE OF MOTION NO. 1407 OF 2015**

Narayan Thimma Poojari	...Plaintiff
<i>Versus</i>	
Shiv Sagar Pure Veg Restaurant & Anr.	...Defendants

Mr. S. Shah, *a/w Ms. M. Martins i/b M/s. Purnanand & Co., for the Plaintiff.*
Mr. A. Kirpekar, *i/b Sagar Kesar, for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 15th October 2015

PC:-

1. Mr. Mustak Merchant, a partner of the Defendants is personally present in Court. In principle, the Defendants agree to change the name of their restaurant at Shahpur from “**Shiv Sagar Pure Veg Restaurant**” to some other name that does not infringe the Plaintiff’s trademark “**Shiv Sagar Veg Restaurant**”. Mr. Shah for the Plaintiff states that the Defendants may use any other name that does not have in it the word “**Shiv**” or any other word similar to it. The Defendants are agreeable even at this stage to a final

dismissal of this Suit in these terms. They have instructed Mr. Kirpekar to seek time for six months in order to effect this change, saying that they must make applications to various authorities for that purpose. I do not think six months' time is reasonable, given the controversy in suit. I have indicated to the Defendants that they will have till 4th December 2015 to make the necessary changes and to change their name, and that all authorities concerned will be directed to process the Defendants' applications, and to act on an authenticated copy of this order. Mr. Kirpekar on taking instructions from Mr. Merchant says that the Defendants are agreeable to those terms and to that date.

2. In view thereof, the Suit is by consent taken on board for hearing and final disposal. There will be a decree in terms of prayer clauses (a) to (e) with the following clarification: the reference in those prayers to **Exh.O** to the Plaint is to be read and understood as reference to **Exh.O1** to **Exh.O4** to the Plaint.

3. In view of this, Mr. Shah does not press prayer clause (g) for damages.

4. The Defendants' undertaking to effect the necessary changes in terms of prayer clauses (a) to (e) is accepted as an undertaking to this Court.

5. All authorities, including Sales Tax authorities, other revenue authorities, Municipal and Local Authorities, authorities under Shops and Establishments Act and all other authorities concerned with the Defendants' and their eatery at Shahpur are

directed to process the Defendants' application for change of name/registered name at the earliest. These authorities shall act expeditiously on production on an authenticated copy of this order. None of those authorities are entitled to demand a certified copy of this order. Should there be non-compliance of this order by any authority or unreasonably delayed inaction on the Defendants' application for a change, the Defendants will be at liberty to apply for orders against those authorities.

6. The Suit is disposed of in these terms with no order as to costs.

7. In view of disposal of the Suit, Notice of Motion does not survive and is disposed of as such.

(G. S. PATEL, J.)