

Sharayu.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COURT RECEIVER'S REPORT NO. 279 OF 2015/I GROUP
IN
HC SUIT NO. 3377 OF 1995**

The Gap Inc.	...Plaintiff
<i>Versus</i>	
Messrs. Gap	...Defendant

Ms. N. Jain, i/b Wadia Ghandy & Co., for the Plaintiffs.

**CORAM: G.S. PATEL, J
DATED: 26th October 2015**

PC:-

1. The Suit was filed by a US Corporation known as The Gap Inc. This is a very well known manufacturer and distributor of ready-made garments and similar products. The Suit was a trade mark infringement action. The Court Receiver was appointed by an order dated 12th January 1996 in Contempt Petition No. 134 of 1996. He was to visit the premises of the Defendant and take possession of goods, articles, papers, etc. bearing the impugned mark. The Court Receiver did so on 31st January 1996 after notice to all parties.

2. By an order dated 22nd January 2002, the Suit was disposed of in accordance with the Consent Terms filed and tendered on that day. However, it seems that no order was taken for discharge of the Court Receiver.

3. The present report seeks directions for discharge of the Court Receiver on payment of his costs, charges and expenses of Rs. 5,530/- as per the provisional statement of accounts prepared by the office. Ms. Jain for the Plaintiffs states that there is no dispute about this amount and that the Plaintiffs will pay these costs, charges and expenses.

4. I am very greatly surprised that she makes a grievance about the amount of Rs. 3,000/- claimed by the Court Receiver toward the costs of this report. Although Ms. Jain may not be aware of it, I am mindful of the order passed on 6th October 2015 by the Appellate Court in Appeal No. 18 of 2013 (*L&T Finance Ltd v AGT Infrastructure Pvt Ltd*) where, too, a grievance was made about the costs and charges of the Court Receiver. Even though those were far more substantial than the ones claimed toward this report, the Appeal Court not only did not interfere but also expressed its disapproval of the grievance made, and it did so in no uncertain terms.

5. Today, the grievance is about a amount even more trivial. It pertains to the costs of this report, said to be only Rs.3,000. It is indeed surprising that such a grievance is made by a lawyer engaged by an extremely reputed and well known US-based corporation in a trade mark infringement matter where, one can safely presume, the

costs of infringement were perceived to be indeed substantial. The costs sought by the Court Receiver are about US\$ 45/-, roughly price of two cinema tickets in New York.

6. The Court Receiver's Report is made absolute in terms of prayer clauses (a), (b) and (c).

(G. S. PATEL, J.)