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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT (L) NO.1135 OF 2014

Hugo Boss Trade Mark Management GMBH & Co....Applicant/Plaintiff

VS

A.A. Atarwala And Co. Private Limited

...Defendant

.....

Mr. Alankar Kirpekar, i/b. MAG Legal, for the Plaintiff.

Ms. Jaya Manghwani, for the Defendant.

Mr. D.D. Manjrekar, S.O. of Court Receiver.

.....

CORAM : S.C. GUPTE, J.

DATED : JANUARY 27, 2015

P.C. :

. Learned Counsel for the Defendant tenders the vakalatnama signed by the Defendant in favour of the Advocate.

2. Learned Counsel for the parties tender Consent Terms duly signed by the authorised representatives of the parties and their respective Advocates and seek a decree on admission in terms of prayer clauses (a) and (b) and (d) of the plaint.

3. The Consent Terms are taken on record marked "X" for identification. The statements and undertakings contained therein are accepted. There will be a decree in terms of the Consent Terms. The Court

Receiver, who was appointed to take inventory of the goods of the Defendant, is discharged without passing accounts but subject to payment of his cost, charges and expenses by the Plaintiff. There will be no order as to costs. Refund of Court fees in accordance with the applicable rules.

(S.C. GUPTE, J.)