

*Ars*

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COURT RECEIVER'S REPORT NO. 384 OF 2014  
IN  
SUIT NO. 4913 OF 2000**

|                            |               |
|----------------------------|---------------|
| Nadeem M. Oomerbhoy        | ...Plaintiffs |
| <i>Versus</i>              |               |
| Rashid S. Oomerbhoy & Ors. | ...Defendants |

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**Mr. S.N. Shah**, *a/w Z. A. Jarimala i/b Thakore Jarimala & Co., for the Plaintiff.*

**Mr. Astad Randeria**, *a/w Mr. Kevin Lewis, i/b Desai Desai Carrimjee & Mulla, for the Defendant No. 1.*

**Mr. Prathamesh Kamat**, *i/b Rahul Singh, for Defendants Nos. 2, 3, 4A and 4C.*

**Mr. K.K. Trivedi**, *Ist Assistant to Court Receiver, present.*

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**CORAM: G.S. PATEL, J  
DATED: 9th March 2015**

**PC:-**

1. Several trade marks are the property of the firm in dissolution. These are listed at Exhibit B to this Report. The Court Receiver seeks direction whether these trade marks should be license to any of the parties to the dispute or to third parties and whether a public notice inviting offers should be issued.

2. Mr. Randeria, learned Advocate for the 1st Defendant, submits that rather than license the marks, as assets of the firm they should be sold and that this has been previously agreed. Mr. Shah, learned Advocate on behalf of the Plaintiff, submits that his case is that the 1st Defendant has got away with infringement of these very marks, diluting considerably their value. The result can only be, Mr. Shah submits, that the 1st Defendant will try and acquire these trade marks at a greatly depressed price, something that is to the detriment of the partnership firm. Mr. Kamat, learned Advocate for Defendants Nos. 2 to 4, submits that many of the marks in question have already removed from the Register. It goes without saying that the advertisement can only be in respect of marks that continue to be validly registered.

3. For the present the Court Receiver is directed to issue a public notice inviting offers for licensing such of the marks listed in Exhibit “B” to the Court Receiver’s Report as are currently under valid registration. The notice must specify the marks as also the classes in which they are registered, in addition to usual terms and conditions. Since M/s. W.S. Kane & Co., Advocates & Solicitors, have been assisting the Receiver, the Court Receiver is directed to take their assistance including in the finalising the terms and conditions of the proposed license.

4. The Report is disposed of in these terms and while allowing an order in terms of prayer clause (d).

**(G. S. PATEL, J.)**