

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION LODGING NO.2899 OF 2015
IN
SUIT LODGING NO.1101 OF 2015

Ramesh Premji Vora ...Applicant

IN THE MATTER BETWEEN

Ramesh Premji Vora ...Plaintiff

V/s.

Rajesh Laxmidas Mav ...Defendant

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Mr. Mahesh Mahadgut with Ms. Miloni Gala, Advocates for the Plaintiff.
Mr. Ramesh Premji Vora plaintiff present in person.
Mr. Rajesh Laxmidas Mav Defendant present in person.

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CORAM : A. K. MENON, J.

DATE : 24TH NOVEMBER, 2015.

P.C.:

This is a suit seeking a perpetual injunction restraining the defendant by himself and all other persons acting for and on his behalf or claiming under him from manufacturing, selling, offering for sale, exporting, using as a part of trading style and/or domain name, advertising, marketing and/or in any manner dealing in relation to any

readymade garments, clothing and/or such allied and cognate goods under the Trade Mark “X-SECRET DESIGNER SHIRTS” and/or “X-SECRET” and/or containing the word “SECRET” or bearing any other deceptively similar Trade Mark to that of plaintiff's Trade Mark “SECRET DESIGNER SHIRTS”. The plaintiff took out the above Notice of Motion and made an application for ad-interim reliefs on 20.10.2015. The matter came to be adjourned and stood over to 19.11.2015. On 19.11.2015 the defendant appeared in person and agreed to change the trade-mark used by him in the manufacture of shirts and trousers. He sought time and that is how the matter is listed today.

2 Today when the matter is called, the learned counsel for plaintiff submits that the parties have arrived at Consent Terms and that the defendant is willing to submit to a decree on admission in terms of Consent Terms signed by the parties. The Defendant is appearing in person. He is present in the Court and confirms that he has indeed executed the Consent Terms after having understood its contents. He does not wish to engage an advocate. Mr. Mahadgut the learned counsel for plaintiff states that defendant has also paid a sum of Rs.1,55,000/- referred in Clause (6) of the Consent Terms. Accordingly, there shall be decree on admission in terms of Consent Terms. There will be no order

as to costs. Suit is disposed of in terms of Consent Terms.

3 In view of the disposal of the Suit, Notice of Motion (L) No.2899 of 2015 also stands disposed of. Refund of the Court-fees will be as per Rules subject to removal of office objections.

(A. K. MENON, J.)