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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 140 OF 2015
WITH
NOTICE OF MOTION NO. 1757 OF 2015**

Neon Laboratories Limited	...Plaintiff
<i>Versus</i>	
East West Pharma	...Defendant

**Mr. Virag Tulzapurkar, Senior Advocate, i/b Mr. Sunil Nair, for
the Plaintiff.**
Ms. Archana Singh, for the Defendant.

**CORAM: G.S. PATEL, J
DATED: 27th June 2016**

PC:-

1. The Suit itself is settled. Consent Terms are tendered. These are signed by the Advocates. Both Advocates say that they have sufficient instructions from their respective clients.

2. The Defendant submits to a decree in terms of prayer clauses (a) and (b). In Clause (2) of the Consent Terms, the Defendant has undertaken to withdraw the application for registration of the impugned marks. In Clause (3), the Defendant has undertaken not to adopt any trade mark which is similar to the Plaintiff's registered trade mark.

3. I am satisfied that the Consent Terms are not contrary to law; that they reflect true intention of the parties and that they have been drawn by the parties of their own volition. The Consent Terms are taken on record and marked “X” for identification. The undertakings in the Consent Terms are specifically accepted as undertakings to the Court.

4. The Suit is disposed of in accordance with the Consent Terms. Refund of court fee, if any, in accordance with the Rules.

5. Drawn up decree dispensed with.

6. Notice of Motion No. 1757 of 2015 does not survive and is disposed of as infructuous.

(G. S. PATEL, J.)