

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 188 OF 2016**

Ajanta Pharma Limited	...Plaintiff
<i>Versus</i>	
Anchal Lifescience Pvt. Ltd. & Anr.	...Defendants

Mr. Ashutosh Kane, *a/w Ms. Niyati Davawadal, i/b W. S. Kane & Co., for the Plaintiff.*
Mr. Asim Hazra, *representative of the Plaintiff, present.*
Mr. Hiten Shah, *Director fo Defendant No. 1.*

CORAM: G.S. PATEL, J
DATED: 7th July 2016

PC:-

1. Not on board. Mentioned. Taken on board.

2. Mr. Hiten Shah, a director of Defendant No. 1 is personally present in Court. He submits to a decree in terms of prayer clauses (a) and (b). He confirms that he has understood the implications of this. The statement is accepted as undertaking to the Court.

3. The Suit is, therefore, decreed in terms of prayer clauses (a) and (b) as against the 1st Defendant.

4. Mr. Kane, on instruction, states that he does not press his claim for damages and other reliefs against the 1st Defendant.
5. As against the 2nd Defendant, the Suit was disposed of by an order of 1st April 2016. Hence, nothing further survives in the Suit.
6. The Suit is disposed of in these terms. Refund of Court fees in accordance with the Rules. Drawn up decrees dispensed with.
7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)