

SHEPHALI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 416 OF 2014

WITH

NOTICE OF MOTION NO. 651 OF 2014

MW Eat Limited

...Plaintiff

Versus

M/s. Corum Hospitality & Others

...Defendants

Ms. Roshani Naik, i/b Khare Legal Chambers, for the Plaintiff.

Mr. Alankar Kirpekar, with Mr. Muralidhar Khadilkar, Ms. Jaya

*Manghwani, Mr. Shekhar Bhagat & Mr. Aakash Joshi, i/b MAG
Legal, for Defendants Nos. 1 and 2.*

CORAM: G.S. PATEL, J

DATED: 2nd December 2016

PC:-

1. The Suit and the Notice of Motion are settled. Consent Terms have been drawn. These are signed by a representative of the Plaintiff in England; on behalf of Defendants Nos. 1 and 2; and by the parties' respective Advocates. The Consent Terms are taken on record and marked "X" for identification. For clarity, it is noted that the original Consent Terms are those on white paper and that the ledger paper (engrossment) version is a copy. This is because it was the white copy that was couriered from London.

2. I am satisfied that the Consent Terms are in order, that they are not contrary to law, and that they have been drawn by the parties of their own volition in reflection of their true intentions. The

Consent Terms provide specifically for the transfer of the disputed mark/logo by the Defendants to the Plaintiff and for the cessation of the use of that mar by the Defendants. Provisions are also made in clause 11 for a monetary consideration to be paid by the Plaintiff to the Defendants. The undertakings in the Consent Terms are accepted as undertakings to the Court.

3. The Suit is disposed of in accordance with the Consent Terms. There will be no order as to costs.

4. Drawn up decree is dispensed with. However, if for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order. Drawn up decree is to be strictly in accordance with these Consent Terms.

5. Refund of court fee, if any, in accordance with the Rules.

6. In view of this, the Notice of Motion itself is also disposed of in accordance with the consent Terms. There will be no order as to costs.

7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)