

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL SUIT NO. 28 OF 2016

Unigen Inc.	...Plaintiff
<i>Versus</i>	
Makin Laboratories Private Limited	...Defendant

Ms. Akshata Kamat, *with Ms. Laher Shah i/b W.S. Kane and Company for the Plaintiff.*
Mr. B. Poojari, *i/b Asian Patent Law for the Defendant.*
Mr. M.S. Deshpande, *Court Receiver Present.*

CORAM: G.S. PATEL, J
DATED: 17th October 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by the Constituted Attorney for the Plaintiffs, a Director of the Plaintiff and their respective Advocates. The signatories are present in Court.

2. The Consent Terms appear to be in order. They are not contrary to law. They have been drawn up by the parties of their own volition and reflect the parties' true intentions. The Consent Terms are taken on record and marked "X" for identification. The undertakings in the Consent Terms are accepted as undertakings to the Court.

3. The Suit is disposed of in these Consent Terms. Refund of Court Fees, if any, in accordance with the Rules. The 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 only.

4. The Court Receiver previously appointed is to stand discharged on payment of his costs, charges and expenses within one month by the Plaintiffs. The goods seized by the Court Receiver are to be destroyed by the Defendants at their own cost within four weeks from today. The Defendants will file an Affidavit of compliance within two weeks thereafter.

5. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)