

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 707 OF 2016
WITH
NOTICE OF MOTION (L) NO. 1994 OF 2016

Sapat International Private Limited and Another	...Applicant / Plaintiffs.
<i>Versus</i>	
D.K. Tea Company	...Defendant

Mr. Himanshu Kane, *with Ms. A. Kamath, i/b W.S. Kane and
Company for the Plaintiffs.*
Mr. Dhiren Karania, *i/b G.S. Hegde for the Defendant.*
Mr. M.R. Mandawgade, *O.S.D., Court Receiver.*

CORAM: G.S. PATEL, J
DATED: 12th August 2016

PC:-

1. Mr. Kane moves a draft amendment to substitute the words Exhibit "C1" and Exhibit "C2" with the word Exhibit "C" wherever they occur in the plaint. Leave to amend. Amendment to be carried out, without need of reverification, on or before 19th August 2016.

2. The Suit is settled. Consent Terms are tendered. These are signed by one Mr. Suhas Bijutkar, the authorized signatory of the Plaintiff and the proprietor of the Defendant, Mr. Jethmal Lahoti. The Consent Terms are also signed by the parties' Advocates. Both parties are present in Court.

3. Having seen the Consent Terms, I am satisfied that the Consent Terms are not contrary to law, that they reflect the parties' true intention and have been drawn by the parties of their own volition. The Consent Terms are taken on record and marked "X" for identification.

4. The Suit is disposed of in accordance with the Consent Terms. Drawn up decree dispensed with.

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

6. The Court Receiver to stand discharged without passing accounts, but on payment of his costs, charges and expenses by the Plaintiffs within a period of four weeks from today.

7. Pending interim applications, if any, are infructuous and are disposed of accordingly.

8. The Defendants will destroy the offending packaging material at their own costs within a period of four weeks from today. This shall be done in the presence of the representative of the Plaintiffs.

The Defendants will be entitled to re-use the contents of the packages.

9. I must note that annexed to the Consent Terms at Exhibit “1” is an alternate label, not one complained of in the plaint, but which the Defendant agrees he will not use. Also annexed at Exhibit “8” is a copy of the new label that the Defendant proposes to use and to which the Plaintiff confirms it has no objection.

(G. S. PATEL, J.)