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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 988 OF 2015
WITH
NOTICE OF MOTION NO. 1880 OF 2015**

Khursheed Answar Mohammadali & Anr. ...Plaintiffs
Versus
Jash Pharma Pvt. Ltd. ...Defendant

Mr. Alankar Kirpekar, *i/b MAG Legal, for the Plaintiffs.*
Mr. J. Anand, *i/b Rahul Karnik, for the Defendant.*
Mrs. Gulekar, *Section Officer, from the office of the Court Receiver,*
present.

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

PC:-

1. Mr. Akshay Gharat, the Accounting Manager of the Defendant is present. He has an authority letter signed by the Director. He states that he is authorized to instruct his Advocate to state that the Defendant submit to a decree in terms of prayer clauses (a), (b) and (d) of the Suit. In view of this, Mr. Kane does not press his claim for damages.
2. The Suit is decreed in these terms with no order as to costs. Drawn up decree is dispensed with.

3. Refund of court fee, if any, in accordance with the Rules.
4. The Notice of Motion is infructuous and is disposed of accordingly.
5. 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.
6. The goods seized by the Plaintiffs will be destroyed by the Defendant within four weeks from today at his cost in the presence of the representative of the Plaintiffs. The Receiver has brought certain goods to show to this Court. These are to be taken back by the Defendants and will be among the goods to be destroyed.
7. It is clarified that the Defendant is required to destroy the packaging and cartons. The contents of these packaging and cartons may be used or reprocessed by the Defendant.
8. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)