

Atul

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1131 OF 2015
WITH
NOTICE OF MOTION NO. 2265 OF 2015**

Glenmark Pharmaceuticals Limited	...Plaintiff
<i>Versus</i>	
S Kant Healthcare Limited	...Defendant

Mr. Mahesh Mahadgut, for the Plaintiff.
Mr. C.M. Lokeshappa, for the Defendant.

CORAM: G.S. PATEL, J.
DATED: 16th March 2016

PC:-

1. The Suit for infringement and passing off is settled. Consent Terms have been drawn up. They are signed on behalf of the Plaintiff by the Deputy General Manager – Legal, Ms. Archana M. Bene and on behalf of the Defendant by one Mr. Nishit Shah, Vice President, International Marketing. They are also signed by the Advocates for the parties. 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.

2. Being satisfied that these Consent Terms are fair, just and legal and not barred by any provisions of law or vitiated on any ground, the Suit is disposed of in accordance with the Consent Terms.
3. Refund of court fee, if any, in accordance with the Rules. Drawn up decree dispensed with.
4. In view of disposal of the Suit, nothing survives in the Notice of Motion and the same is disposed of accordingly.
5. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)