

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1017 OF 2015**

Pidilite Industries Limited	...Plaintiff
<i>Versus</i>	
Bholenath Industries	...Defendant

Mr. Sumeet Rane, i/b Legasis Partners, for the Plaintiff.
Ms. Tanuja Liman, i/b Avesh Kayser, for the Defendant.

CORAM: G.S. PATEL, J
DATED: 8th July 2016

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed by one Mr. Vijay Galani on behalf of the Defendant and by Mr. Samir Pradhan (Head-Legal) on behalf of the Plaintiff. They are also signed by the Advocates for respective parties. Mr. Pradhan is personally present in Court.

2. I have seen the Consent Terms. They are in order. I am satisfied that they are not contrary to law; that they reflect the true intention of the parties; and have been drawn by the parties of their own volition.

3. 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.
4. The Suit is decreed in accordance with the Consent Terms. Drawn up decree is dispensed with.
5. Refund of court fees, if any, in accordance with the Rules.
6. Parties agree that the packaging or bottles containing infringing material are to be destroyed by the Defendant at their own costs in the presence of the representatives of the Plaintiff within a period of four weeks from today. Court Receiver, if appointed, to stand discharged without passing account but on payment by the Plaintiffs within four weeks of his costs, charges and expenses.,

(G. S. PATEL, J.)