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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION (L) NO.3703 OF 2015

IN

SUIT (L) NO.1381 OF 2015

WITH

LEAVE PETITION NO.298 OF 2015

IN

SUIT (L) NO.1381 OF 2015

Ajanta Pharma Ltd.

...Plaintiff

vs

Pushkar Pharma And 3 Ors.

...Defendants

.....

Mr. Himanshu Kane, i/b. W.S. Kane & Co., for the Plaintiff.

Mr. Rahul Pushkarna, Constituted Attorney of Defendant Nos. 1 and 2.

Mr. Asim Hajra, Authorised Signatory of Plaintiff present.

....

CORAM : S.C. GUPTE, J.

DATED : JANUARY 28, 2016

P.C. :

. This is a trademark infringement and passing off suit filed along with an application for leave under Clause 14 of the Letters Patent. The affidavits in proof of service dated 27 January 2016 and 28 January 2016 tendered by learned Counsel for the Plaintiff are taken on record.

2. The Defendants appear in person through a constituted attorney, Mr. Rahul Pushkarna, who holds a power of attorney of the Managing Partner of Pushkar Pharma (Defendant No.1) who is also Defendant No.4 in the present suit. His photo identity is verified. Learned

Counsel for the Plaintiff is directed to keep a copy of this photo identify in the Court proceedings. Mr. Pushkarna also holds another power of attorney of Defendant No.2, which is a Private Limited Company, of which Defendant No.3. is a Director. Defendant No.3, as a Director of Defendant No.2, has signed the power of attorney in favour of constituted attorney. The two original power of attorneys dated 27 January 2016 are tendered by the constituted attorney. The same are taken on record marked "X" and "X-1". The constituted attorney of the Defendants submits to an order in terms of prayer clause (a) of the leave petition. Accordingly, the petition is allowed and leave is granted for combining the causes of action of infringement and passing off. The constituted attorney also submits to a decree on admission in terms of prayer clauses (a) and (b) of the plaint on behalf of the Defendants. The constituted attorney steps into the box and affirms the proposal of the Defendants to submit to such decree. Accordingly, the suit is decreed in terms of prayer clause (a) and (b) of the plaint. Learned Counsel for the Plaintiff does not press for the other reliefs prayed for in the suit. The suit is, accordingly, disposed of. There shall be no order as to costs. Refund of court fees in accordance with the applicable rules.

3. In view of the disposal of the suit, the Notice of Motion does not survive and the same is disposed of. The Court Receiver appointed in the matter is discharged without passing accounts but subject to payment of costs, charges and expenses, which shall be borne by the Plaintiff.

(S.C. GUPTE, J.)