

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO. 1224 OF 2014
IN
SUIT NO. 608 OF 2013**

M/s. Suprim Pharma .. Plaintiff
Vs.
Eclat Pharma and Aerosols Pvt. Ltd. .. Defendant

**WITH
COUNTER CLAIM NO. 16 OF 2014
IN
SUIT NO. 608 OF 2013**

Eclat Pharma and Aerosols Pvt. Ltd. .. Plaintiff
Vs.
M/s. Suprim Pharma .. Defendant

**WITH
NOTICE OF MOTION NO. 1219 OF 2014
IN
COUNTER CLAIM NO. 16 OF 2014
IN
SUIT NO. 608 OF 2013**

Eclat Pharma and Aerosols Pvt. Ltd. .. Plaintiff
Vs.
M/s. Suprim Pharma .. Defendant

Mr.B.N.Poojari i/b Asian Patent Law for plaintiff in S/608/2014 and for defendant in CC/16/2014.

Mr.Nikhil Sharma a/w. Mr.Aasif Navodia i/b W.S. Kane and Co. for defendant in S/608/2014 and for plaintiff in CC/16/2014.

Mr.Shripal M. Jain-Proprietor of plaintiff present in Court.

Mr.D.M. Pradhan-Director of defendant present in Court.

CORAM : K.R.SHRIRAM, J.

DATE : 13TH JULY, 2017

P.C.

1 Parties have amicably settled the matter and tendered the consent terms dated 13th July 2017. The consent terms signed by Partner of the plaintiff Mr.S.N. Jain, Director of the defendant Mr.D.M. Pradhan and their respective advocates, is taken on record and marked 'X' for identification. Mr. Poojari states that the signatory of the plaintiff Mr.Jain is present in Court and identifies him. Mr. Sharma states that the signatory of the defendant Mr.Pradhan is also present in Court.

2 Order in terms of the consent terms. All undertakings are accepted.

3 The suit, counter-claim, notice of motion No.1224 of 2014 and notice of motion No.1219 of 2014 dismissed as withdrawn. All interim orders stand vacated. Refund of Court fees, if any, in accordance with Rules in both the suit as well as the counter-claim.

(K.R. SHRIRAM, J.)