

Santosh

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION (L) NO.236 OF 2017
IN
COMM SUIT (L) NO.245 OF 2017**

Sapat International Pvt Ltd	...Applicant/ Ori.Plaintiff
In the Matter Between	
Sapat International Pvt Ltd	...Plaintiff
<i>Versus</i>	
Haldiram Foods International Pvt Ltd & Anr	...Defendants

Dr VV Tulzapurkar, *with Mr Ashutosh Kane, Mr Nikhil Sharma, Ms Neetha Pai & S Navodia, i/b WS Kane & Co, for the Applicant/Ori.Plaintiff.*

Ms Akanksha Helaskar, *with Pushkraj Despande i/b M/s Devani Asso, for Defendants Nos.1 & 2.*

CORAM: G.S. PATEL, J
DATED: 5th May 2017

PC:-

1. The Suit is settled.
2. The Defendants agree to discontinue use of the mark and expression 'Chaitime'. They have tendered in Court a proposed new

mark 'Chai Ke Saath' with a pictorial representation as how this will be used. The Plaintiffs have no objection to this. The proposal tendered by the Defendants is taken on record and marked 'X' for identification with today's date.

3. The suit is therefore decreed in terms of prayer clauses (a) and (b) with the added clarification that the Defendants are at liberty to use the mark, expression and device(s) shown in the documents tendered to Court today and marked 'X' as indicated above. The remaining prayers are not pressed.

4. The Defendants further agree and undertake to withdraw their registration application for 'Chaitime' (Exhibit H at page 127 of the Plaint). This statement is accepted as an undertaking to the Court.

5. The Suit is disposed in this terms. Drawn up decree dispensed with.

6. Refund of Court fees in accordance to the rules.

7. The Notice of Motion is thus infructuous and does not survive. The same is disposed of accordingly.

(G. S. PATEL, J.)