

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM.SUIT NO.179 OF 2016***

Maharashtra Hybrid Seeds Company Pvt.Ltd ... Plaintiff

vs

M/s Hari Hara Agri Biotech Pvtl Ltd & anr... Defendants

Mr.Bimal Rajashekhar a/w Ms.Akansha Singh
for Plaintiff

Ms.Madhavi Char Authorised representative
of Plaintiff present in Court

Mr.Rambabu Addala, Authorised representative
of Defendants present in Court

Mr.A.B.Yadav Section Officer representative
of Court Receiver present in Court

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CORAM: K.R.SHRIRAM, J

DATE : 8 FEBRUARY 2017

P.C.

1. Counsel for the plaintiff states that parties amicably have settled the matter and tenders consent terms dated 8 February 2017. The Consent Terms signed by the authorized signatory of the Plaintiff, Defendant no.1, Defendant no.2 and Advocate for the plaintiff is taken on record and marked 'X' for identification. Mr.Rajshekhar Advocate identifies the Plaintiff's signatory as well as the Defendant's signatory.

2. Order in terms of Consent Terms. All undertakings accepted.
3. Suit decreed in accordance with Consent Terms.
4. Suit disposed of accordingly. The Court Receiver's representative states that when they visited the premises of the Defendants, they found certain offending products which have been sealed and kept in the respective premises. Mr.Rambabu Addala who is appearing for the defendants states that within one week from today, they will destroy those seized products. Undertaking accepted. The Court Receiver is discharged without passing accounts. The undertaking of the authorized signatory of the Plaintiff who is present in Court that any charges if it remains outstanding to be paid to the Court Receiver will be paid within a period of two weeks of receiving a communication from the Court Receiver is accepted.

{K.R.SHRIRAM, J}