

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

**SUIT NO. 43 OF 2016
WITH
LEAVE PETITION NO. 257 OF 2015
IN
SUIT NO. 43 OF 2016**

IPCA Laboratories Ltd. .. Plaintiff
Vs.
Systemic Healthcare and Ors. .. Defendants

Mr.Minesh Anoharia i/b Krishna and Saurashtri Associates for plaintiff.

Ms.Vrushali L. Maindad for defendant nos.1 and 2.

Mr.M.S. Deshpande-Court Receiver present.

**CORAM : K.R.SHRIRAM, J.
DATE : 18TH JANUARY, 2017**

P.C.

1 The parties have amicably settled the matter and tendered Consent Terms dated 18th January 2017. The Consent Terms signed by the Company Secretary of the plaintiff, Partner of defendant no.1 and authorised signatory of defendant no.2 and their respective Advocates is taken on record and marked 'X' for identification.

2 Order in terms of the Consent Terms.

All undertakings contained in the Consent Terms are accepted.

3 The suit stand disposed in terms of the Consent Terms.

Refund of Court fees, if any, in accordance with the Rules.

4 The goods seized by the Court Receiver, I am told, is in the custody of defendant no.2. The counsel for defendant no.2, on instructions, undertakes that defendant no.2 will dispose the items in co-operation with the plaintiff's representatives at the cost of the defendant no.2.

The undertaking accepted.

5 The Court Receiver also is discharged without passing of accounts. The undertaking of the plaintiff's counsel that the plaintiff/their Advocates will pay the Court Receiver's charges, if there is any outstanding, within two weeks of receiving communication from the Court Receiver, is accepted.

(K.R. SHRIRAM, J.)