

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 68 OF 2017
WITH
NOTICE OF MOTION NO. 219 OF 2017**

HAB Parmaceuticals & Research Ltd	...Plaintiffs
<i>Versus</i>	
Kamron Laboratories Ltd	...Defendants

Mr Alankar Kirpekar, *a/w Mr Akash Joshi, I.b MAG Legal, for the Plaintiffs.*
Mr Pradeep Vade, *for the Defendants*

CORAM: G.S. PATEL, J
DATED: 31st January 2017

PC:-

1. The Suit is settled. Consent Terms are tendered. These are signed on behalf of the Plaintiffs and Defendant by, respectively, Mr Sanjiv Garg, a Director of the Plaintiff, and Mr Kamlesh Laskari, a Director of the Defendant. They are also signed by the parties' Advocates.

2. I have seen the Consent Terms. They are in order. They are not contrary to law, have been drawn by the parties of their own volition in reflection of their true intentions. The Consent Terms are taken on record and marked "X" for identification with today's

date. The undertakings in the Consent Terms, if any, are accepted as undertakings to the Court.

3. The Suit is disposed of in accordance with the Consent Terms. There will be no order as to costs.

4. In view of this, the Notice of Motion is infructuous and is disposed of accordingly.

5. It is clarified that the costs of Receiver are to be paid by the Plaintiffs in terms of Clause 7 of the Consent Terms within a period of three weeks from today.

6. A soft copy of the Consent Terms is to be tendered in the course of the day and will be separately uploaded with today's date. If the soft copy is not provided, even this order will not be signed or uploaded.

7. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)