

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
IP SUIT (L) NO.1071 OF 2018
WITH
NOTICE OF MOTION (L) NO.1910 OF 2018**

Rutty Birdy and Anr. ... Plaintiffs
versus
Rita Sabarwal & Ors. Defendants

Dr. Birendra Saraf with Mr. Rohan Sawant I/by M/s. ALMT Legal, for Plaintiffs.
Mr. Akash Rebello I/by Mr. Anil D'Souza, for Defendant No.1.
Mr. Pradip C. Naik for Defendant Nos.2, 3 and 4.

CORAM: S.J. KATHAWALLA, J.

DATE: 20th AUGUST, 2018

P.C.:

1. The learned Advocates for the parties have tendered Consent Terms dated 20th August, 2018. They submit that the Consent Terms be taken on record and the above Suit be decreed in terms of the Consent Terms. The Consent Terms are taken on record and marked 'X' for identification. The Consent Terms are signed by Plaintiff No.1 for self, as Partner of Plaintiff No.2 and power of attorney for Mrs. Karia Gupta and Mrs. Camellia Birdy, (the other partners of Plaintiff No.2), Defendant Nos.1, 2, 3, 4 and their respective Advocates. The signatories to the Consent Terms are present in Court. The undertakings recorded in the Consent Terms are accepted. The Suit is decreed in terms of the Consent Terms, marked 'X'.

After the Court Receiver complies with the directions recorded in the Consent Terms, marked 'X', the Receiver shall stand discharged without passing any accounts, but upon payment of his costs, charges and expenses by the Plaintiffs. Refund of Court Fees, if any, as per rules. Notice of Motion (L) No.1910 of 2018 also stands disposed of.

(S.J.KATHAWALLA, J.)