

COMMERCIAL IP SUIT NO.4 OF 1993

Vs.

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Mr. Sharan Jagtiani a/w. Ms. Alya Khan and Mr. Ankit Pathak i/b. Vashi and Vashi for defendant nos.1, 2(i) and 2(ii).

— — — —

**CORAM : K.R.SHRIRAM, J.**

**DATE : 22<sup>nd</sup> AUGUST 2019**

**PC.:**

1 Counsel state that plaintiff and defendants have entered into an agreement and request the Court to pass an order *ad-invitem*. Counsel tendered consent minutes of order dated 22<sup>nd</sup> August 2019 signed by the advocates, which is taken on record and marked “X” for identification.

2           The consent minutes of order is scanned and reproduced hereinbelow :

x<sup>1</sup>/<sub>2</sub>  
20/8/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMMERCIAL I.P. SUIT NO.4 OF 1993

Annie Joseph Easow

... Plaintiff

Versus

Hoslab Engineering Pvt. Ltd. & Ors.

... Defendants.

CONSENT MINUTES OF ORDER

Coram: K.R. Shriram J.

Date: August 22, 2019

P.C.:

1. The Parties have amicably resolved their disputes and/or differences and/or claims and have agreed that the above Suit be disposed of on the following terms:

- (a) The Defendant No. 1 and Defendant Nos. 2(i) and 2(ii) undertake to this Hon'ble Court to pay sum of Rs. 10,00,000/- (Rupees Ten Lakhs) (inclusive of TDS) to the Plaintiff as a one-time settlement amount, to be paid in the following installments by RTGS:

| Installment Details | Amount                 | Due Date   |
|---------------------|------------------------|------------|
| Installment No.1    | Rs. 2,00,000/-         | 23.09.2019 |
| Installment No.2    | Rs. 1,00,000/-         | 23.10.2019 |
| Installment No.3    | Rs. 1,00,000/-         | 25.11.2019 |
| Installment No.4    | Rs. 1,00,000/-         | 23.12.2019 |
| Installment No.5    | Rs. 1,00,000/-         | 23.01.2020 |
| Installment No.6    | Rs. 1,00,000/-         | 24.02.2020 |
| Installment No.7    | Rs. 1,00,000/-         | 23.03.2020 |
| Installment No.8    | Rs. 2,00,000/-         | 23.04.2020 |
| <b>TOTAL:</b>       | <b>Rs. 10,00,000/-</b> |            |

- (b) The Defendant No.1 company, in all its marketing and publicity material, shall put the word "(Madras)" after its corporate name/

 

trading style. The Plaintiff proprietorship, shall also in all its marketing and publicity material, put the word "(Mumbai)" after its corporate name/ trading style. This shall in no manner be understood as any change to the corporate name / registered trademark of the Defendant No.1 company or of the Plaintiffs.

(c) Pursuant to the present Order the Plaintiff undertakes to raise no claims of whatsoever nature in respect of the usage of the registered trademark of the Defendant No.1 i.e. "HE Hoslab Engineering P. Ltd." and/or the corporate name of the Defendant No.1 company i.e. "HE Hoslab Engineering Pvt. Ltd."

2. The above Suit stands disposed of on the above terms. All interims orders are hereby set aside. Drawing up of formal decree is dispensed with. Parties to act on an authenticated copy of this Order.
3. Refund of Court Fees as per Rules.
4. No order as to costs.
5. Liberty to apply.

  
Advocates for Plaintiffs

Sing S. Mahomedpuri & Co.

  
Advocates for the Defendant No.1, 2(i) & 2(ii)

For: GSES and GASH

3 Order in terms of the consent minutes of order. All statements accepted as undertakings to this Court. All undertakings also accepted.

4            Suit accordingly stands disposed. All interim orders stand vacated. Refund, if any, of court fees in accordance with rules.

5            All parties to act on authenticated copy of this order.

**(K.R. SHRIRAM, J.)**