

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

NOTICE OF MOTION (L) NO.1375 OF 2019

IN

COMMERCIAL I.P.SUIT (L) NO.667 OF 2019

Philip Morris Brands S.A.R.L.)....Applicant/Plaintiff

V/s.

ITC Ltd.)....Defendant

Dr.Veerendra Tulzapurkar, senior Advocate a/w Mr.Vinod Bhagat and Ms.Laher Shah i/by G.S.Hegde and V.A.Bhagat for plaintiff/applicant. Mr.Ravindra Kadam, senior Advocate a/w Ms.Tanmayi Rajadhyaksha, Mr.Nimish Kothare and Mr.Nikhil Mutha i/by Nanu Hormasjee and Co. for defendant.

CORAM : K.R.SHRIRAM,J

DATE : 27.8.2019

P.C.:-

1. Dr.Tulzapurkar, senior Advocate for plaintiff and Mr.Kadam for defendant jointly state that the disputes between the parties have been resolved amicably as recorded in the letter dated 26.8.2019 from defendant's advocate to plaintiff's advocate. Copy of the letter is taken on record and marked 'X' for identification and for ease of reference, is scanned and reproduced below :-

X' / 27/8/19

NPM/ 3

26th August 2019

To,
M/s. Arjun T. Bhagat and Co.
6B and 11, 1st and 4th Floor,
132, Shaheen Apartments, Mody Street,
Fort, Mumbai 400001.



Dear Sir,

**Sub: In the High Court of Judicature at Bombay
Ordinary Original Civil Jurisdiction
In its Commercial Division
Notice of Motion (CD) (L) No. 1375 of 2019
In Commercial IP Suit (L) No. 667 of 2019
Philip Morris Brands S.A.R.L.
V/s,**

... Plaintiff

ITC Limited

... Defendant

- Re:**
- i. Our Letter No. NPM/413 dated 05 July 2019 and your response Letter No. LS:02:PM dated 12 July 2019
 - ii. Our Letter No. NPM/462 dated 19 July 2019 and your response Letter No. LS:03:PM dated 20 July 2019.
 - iii. Your Letter No. LS:04:PM dated 31 July 2019 and our response Letter No. NPM/513 dated 02 August 2019
 - iv. Our meeting held on 05 August 2019
 - v. Your Letter No. LS:05:PM dated 19 August 2019

1. We refer to your above letter dated 19 August 2019 and under instructions of our Client, state as under.
2. Our Client is happy to note that your Client is willing to settle the matter comprehensively and amicably and appreciate your Client's efforts towards resolving the same.

3. Our Client in the same spirit of settlement has been making efforts to address the issues raised by your Client with respect to our Client's Clove Fresh label (hereinafter referred to as "**Previous Pack**"). In fact, after your Client indicated (vide letter dated 12 July 2019) that the revised labels shared by our Client on 05 July 2019 are not acceptable to your Client, our Client made more changes in order to resolve the issues and circulated a label (hereinafter referred to as the "**New Pack**") to your Client at the hearing on 23 July 2019. The said label is set out herein below:



4. Subsequently at the meeting between the parties held on 05 August, 2019 you indicated that you have no objection if the New Pack is used by our Client. You have also reiterated the same in your letter under reply dated 19 August, 2019. Thus, the lis between your Client and our Client has been resolved amicably.
5. Accordingly, our Client has discontinued the manufacture of the Previous Pack. Our Client will not be manufacturing the same anymore. In fact, our Client is

already in the process of changing over to the New Pack and will start manufacturing the same very soon. Needless to state, the changes in brand elements will be reflected in all components of our Client's product.

6. In light of the above, at the next date of hearing, i.e. 27 August 2019, we will be informing the Court about the changeover to the New Pack and would request the Ld. Single Judge to record the same. Your Client may thereafter "*simpliciter*" withdraw the suit or take necessary steps to have it disposed of in order to bring quietus to the *lis* and avoid unnecessary litigation costs and expenses.

Yours faithfully,

M/s. Nann Hormasjee & Co.



Asst. Advocate

2. Statements contained in paragraph-5 of the letter is taken as undertakings to this Court.

3. In view of this, Suit stands disposed.

4. It is clarified that the Court has not gone into the merits but has disposed the suit only in view of the letter exchanged as recorded above.

5. Notice of Motion accordingly stands disposed. Ad-interim order if any, stands vacated. Refund of court fees, if any in accordance with Rules.

(K.R.SHRIRAM,J)