

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

**COMMERCIAL IP SUIT NO.558 OF 2016
WITH
LEAVE PETITION NO.173 OF 2016
IN
COMMERCIAL IP SUIT NO.558 OF 2016**

Vardhman Exports	Plaintiff
Vs.	
Saga Laboratories	Defendant

Mr. Mandar Soman for plaintiff.
Mr. Nandkishor Dound, constituted attorney of plaintiff present.
Mr. Nachiket Patkar I/b. Mrugank and Basutkar Law Partners for defendant.
Mr. Rajesh C. Patel, authorised signatory of defendant present.

**CORAM : K.R.SHRIRAM, J.
DATE : 23rd JULY 2019**

P.C.:

1 Parties have entered into consent terms dated 23rd July 2019. The consent terms signed by the constituted attorney of plaintiff, authorised signatory of defendant and their respective advocates is taken on record and marked 'X' for identification. The counsel state that the signatories to the consent terms are present in Court and identify them.

2 Order in terms of the consent terms. All statements are accepted as undertaking to this Court. All undertakings are also accepted.

3 The consent terms without enclosures, for ease of reference, is scanned and reproduced hereinbelow :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMM. JP SUIT NO. 558 OF 2016

M/s Vaedhman Exports.)
 A Registered partnership firm carrying)
 on business at 586 A, Modi Estate,)
 L.B.S. Marg, Ghatkopar (West).)
 Mumbai - 400 086.) Plaintiff

Versus

Saga Laboratories,)
 A firm carrying on business at 198/2)
 and 198/3, Near Claris, Chacharwadi,)
 Sarkhaj Bavala Highways Changanar.)
 Samard Ahmednabad 382 213) Defendant

CONSENT TERMS

- 1) By consent of parties, Leave Petition no 173 of 2016 filed under clause 14 of the Letters Patent is allowed.
- 2) The Defendant hereby agrees and submits to a decree in terms of prayer clauses (a) & (b) of the Plaint.
- 3) The Defendant hereby agrees and undertakes to pay to the Plaintiff a sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand), (subject to deduction of TDS as applicable) as and by way of full and final settlement of all claims that the Plaintiff has

against the Defendant in respect of the present suit and all connected applications and proceedings.

- 4) The Defendant agrees that, The Court Receiver, High Court, Bombay will destroy all the goods seized by the Court Receiver, High Court, Bombay, lying at the premises of the Defendant in presence of the representative of the Plaintiff. The Defendant hereby agrees and undertakes to cooperate with the Court Receiver, Bombay and to provide any assistance required for the purpose of destruction of goods.
- 5) The Defendant hereby agrees and undertakes to bear all the expenses of the Court Receiver, High Court, Bombay.
- 6) The Defendant hereby agrees and undertakes to surrender the product permission for Parapain and Parapain Capsules to the concerned authorities within 15 days from passing of this order decree.
- 7) The Defendant hereby agrees and undertakes not to manufacture product "PARAPAIN" directly or indirectly through themselves or their agents anywhere in India and the Defendant further agrees and undertakes not to deal in product "PARAPAIN" locally or export the same through themselves or their agents.
- 8) The Court Receiver, High Court, Bombay to stand discharged subsequent to the destruction of goods.
- 9) Drawing up of formal decree is dispensed with.
- 10) Suit stands disposed off in above terms.

Adet
12/10/16

Adet *12/10/16*

Mumbai dated 23rd day of July, 2019



Mandar Seenan

Advocate for the Plaintiff



Nandkishor Dound

C.A. of Plaintiff



F.C. Mirgankar & Bhusankar Law Partners

Advocate for the Defendant



(~~Signature~~ Authorised Signatory)

Defendant (~~Signature~~ Rajesh Patel)

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4 Suit accordingly stands decreed in terms of prayer clauses – (a) and (b), which read as under :

(a) that the defendant by itself, its servant and agents be restrained by a perpetual order and injunction using the impugned mark, i.e., Parapain or any other deceptively similarly Trade Mark so as to infringe the plaintiff's registered Trade Mark bearing No.2021700.

(b) that this Hon'ble Court be pleased to grant a perpetual order and injunction restraining the defendant by itself, its agents and servants from using in relation to any pharmaceutical preparations the impugned mark and the impugned label/carton (Exhibit D hereto) or any other deceptively similar Trade Mark and/or label/carton so as to pass off or enable others to pass off the Defendant's goods as and for the goods of the plaintiff.

5 Drawn up decree dispensed with. Refund of court fees, if any, in accordance with rules.

6 All interim applications, including leave petition stand disposed. All interim orders also stand vacated.

7 Court Receiver stands discharged subsequent to destruction of goods without passing of accounts. Undertaking of defendant to pay all charges of Court Receiver within one week of receiving the communication from Court Receiver is accepted and so ordered.

(K.R. SHRIRAM, J.)