

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL JURISDICTION.

COMMERCIAL IP SUIT No. 1073 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION 2030 OF 2019
IN
COMMERCIAL IP SUIT 1073 OF 2019

Varun Oberoi

..Plaintiff.

vs

Ashtavinayak Enterprises & Anr

..Defendants.

Mr. Alankar Kirpekar, Jaya Manghwani, Shekhar Bhagat i/by MAG
Legal for the Plaintiff.

Mr. D.A. Bhalerao for Defendant Nos. 1 and 2.

Ms. R.V. Karunakar, S.O., for Court Receiver is present.

CORAM : B.P. COLABAWALLA, J.
DATED :- 3rd OCTOBER, 2019.

P.C. :-

1. Today when this matter is called out, the learned Advocates appearing on behalf of the plaintiff as well as the defendants have stated before me that the disputes between them have been settled as recorded in the Consent Terms dated 3rd October, 2019. These Consent Terms have been signed on behalf of the plaintiff by his Power of Attorney Holder Mr. Vishesh Oberoi.

The said Power of Attorney is also annexed to the Consent Terms. Similarly, the Consent Terms have been signed by defendant No.1 as well as defendant No.2. The Consent Terms have also been signed by their respective Advocates. The Power of Attorney Holder of the plaintiff as well as defendant Nos. 1 and 2 are present in Court. They have stated before me that they have understood the contents of the Consent Terms and have signed the same of their own free will.

2. In these circumstances, the Consent Terms are taken on record and marked “X” for identification. The undertakings given in the Consent Terms, if any, are accepted.

3. The suit is disposed of in terms of the Consent Terms. No order as to costs. Refund of Court fees, if any, as per rules.

4. In view of the disposal of the suit, the Court Receiver appointed in this matter pursuant to an order dated 23rd July, 2019 shall stand discharged only on the plaintiff's making payment of all the costs, charges and expenses of the Court Receiver. In order to enable the defendants to destroy the impugned packaging and which is in their custody under the Seal of the Court Receiver, the Court

Receiver shall un-seal the same in the presence of the plaintiff. It is needless to clarify that this un-sealing shall not take place until all the costs, charges and expenses of the Court Receiver are paid by the plaintiff.

5. In view of the disposal of the suit, nothing survives in Notice of Motion No. 2030 of 2019 and the same is disposed of accordingly.

(B.P. COLABAWALLA, J.)