

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

**COMMERCIAL NOTICE OF MOTION NO.2076 OF 2019
IN
COMMERCIAL IP SUIT NO.1096 OF 2019**

Space DynamixApplicant/Plaintiff

Vs.

Jiaul IslamDefendant

Dr. Veerendra Tulzapurkar, Senior Advocate a/w. Mr. Rishabh Jaisani i/b. Shardul Amarchand Mangaldas for applicant/plaintiff.

Mr. Manjunath Hathwar, partner of plaintiff present.

Dr. Abhinav Chandrachud a/w. Mr. Ashutosh Kane and Ms. Nadine Kolliyl i/b. W. S. Kane and Company for defendant.

Mr. Jiaul Islam, defendant present.

CORAM : K.R.SHRIRAM, J.

DATE : 6th SEPTEMBER 2019

PC.:

1 Parties have amicably settled the matter. The consent terms dated 6th September 2019 signed by the partner of plaintiff, defendant and their respective advocates is taken on record and marked "X" for identification. 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 accepted as undertakings to this Court. All undertakings are also accepted. Defendant to pay the amount as mentioned in clause 11 to K.E.M. Hospital to be used in the neurosurgery department and confirmation letter, alongwith a copy of this order, be sent to Dean, K.E.M. Hospital. The account details are as

under :

Bank Account of Hospital	:	Dean, Poor Box Charity Fund, K.E.M. Hospital, Mumbai
Bank Account Number of Hospital	:	011710004666 (S.B.)
Bank and Branch	:	Dena Bank, Parel Branch
Address, Tel. No., Fax No. and e-mail of the concerned Bank	:	Dena Bank, Madina Manzil, 88, Dr. Ambedkar Road, Mumbai – 400 012, Maharashtra, 022-24131112/24135820, PAREL@DENABANK.CO.IN
MICR Code Number	:	400018040
IFSC Number	:	BKDN0450117

3 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

X¹ *Dec 6/9/19*

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SPACE DYNAMIX **PLAINTIFF**

VERSUS

HAITHI ISLAM **DEFENDANT**

CONSENT TERMS

- The Defendant, hereby accepts and acknowledge the Plaintiff's right, title and interest and statutory and common law rights in the photographs and drawings being Exhibit A1 to A6 and B1 to B6 of the Plaintiff and to the confidential information mentioned in paragraph 20 of the plaint and all other photographs and drawings taken/prepared/recreated for the Plaintiff by the Defendant during the course of the employment of the Defendant with the Plaintiff.
- In view thereof, the Defendant submits to the decree on admission in favour of the Plaintiff in terms of prayer clause (a), (b) and (c) of the Plaint. This is without prejudice to the Defendant's ^{agreement} that he has not commercially used, imparted, distributed, made or caused to be made three-dimensional depiction or two-dimensional depiction of Exhibits B-1 to B-6 to the plaint. *34*
- The Defendant undertakes to the Court that he shall not in any manner, directly or indirectly, use, disclose, divulge, communicate or otherwise deal with the confidential information in paragraph 20 of the Plaint.
- The Defendant, within a period of three (3) working days from the date hereof, shall give copies of all the drawings, photographs and the confidential information of the Plaintiff as are in the possession of the Defendant, to the Plaintiff in the presence of the Court Receiver. *34*

wherever situated, stored, kept, possessed and wherever made and medium stored or kept etc.

5. The Defendant, within a period of five (5) days from the date hereof, shall file an affidavit in the present proceedings confirming that he is not in possession of any of the drawings, photographs of the Plaintiff or the confidential information mentioned in para 20 of the plaint.
6. The Defendant states and confirms that (i) he has not represented and does not intend to represent to the members of the public and the trade that he is presently associated with or has any connection with the Plaintiff. (ii) he has never used the goodwill and reputation of the Plaintiff and that he has no intention to do so in the future and (iii) he has never induced the Plaintiff's clients and employees so as to disturb the contractual relationship of the Plaintiff with its clients and employees and that he has no intention to do so in the future. However, the Defendant is entitled to represent that he was previously associated with the Plaintiff.
7. The Defendant states that he has neither received any information/ documents or any confidential information mentioned in paragraph 20 of the Plaint from the Plaintiff's current employees nor has he used the same pursuant thereto.
8. The Plaintiff does not press its claim for damages and accounts of profit.
9. The Court Receiver shall stand discharged without passing of accounts, after payment of charges by the Plaintiff.
10. The Court Receiver shall hand over to the Plaintiff the pen drive containing the photos, PDF documents and power point presentations stored in the pen drive which has been taken charge and sealed by the Court Receiver within a period of six (6) days hereof.
11. The Defendant undertakes to this Hon'ble Court to donate a sum of Rs.1,00,000 (Rupees One Lakh Only) to any charitable organisation as

this Hon'ble Court may direct, within a period of one (1) week from the date hereof and shall furnish proof of such donation to the Prothonotary and Senior Master, High Court, Bombay as also to the Advocates of the Plaintiff.

12. The Defendant further undertakes to this Hon'ble Court to pay to the Plaintiff a sum of Rs.1,00,000 (Rupees One Lakh Only) towards costs of the Suit within a period of one (1) week from the date thereof.

Dated this ^{6th} day of September, 2019

Maanjanath Hadwar  Partner, Space Dynamics Plaintiff Shardul Amarchand Mangaldas & Co.  Advocates for the Plaintiff	Jiaul Islam  Sole Proprietor of Iconic Design Defendant W.S. Kane & Co  Advocates for the Defendant
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4 Suit accordingly stands disposed in terms of the consent terms. Refund, if any, of the court fees in accordance with rules. All interim applications stand disposed. All interim orders also stand vacated.

5 Court Receiver stands discharged without passing of accounts. The undertaking of plaintiff's advocates to pay all outstanding charges, if any, of the Court Receiver within two weeks of receiving a communication to that effect from the Court Receiver is accepted. Before being discharged, the

Court Receiver shall comply with clause 10 of the consent terms.

6 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)