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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL IP SUIT No. 1117 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION No. 2125 OF 2019
IN
COMMERCIAL IP SUIT No. 1117 OF 2019
WITH
LEAVE PETITION (Lodging) No. 292 of 2019
IN
COMMERCIAL IP SUIT No. 1117 OF 2019

The Supreme Industries Limited ..Plaintiff.

Vs

Sanjeev Kumar ..Defendant.

Mr. Vinod Bhagat and Ms. Parveen Anand i/by G.S.Hegde & V.A.Bhagat for the plaintiff.

Mr. B.N. Poojari & Ms. Srishti Poojari i/by Legal House for the defendant.

**CORAM : B.P. COLABAWALLA, J.
DATED :- 30th SEPTEMBER, 2019.**

P.C. :-

1. When this matter is called out, the learned Advocate appearing on behalf of the plaintiff as well as the defendant have stated that the disputes in the present suit are settled between the parties. The terms of the settlement are recorded in the Consent

Terms dated 30th September, 2019 which are tendered before me today. These Consent Terms have been signed by Santosh Dwivedi who is the Constituted Attorney of the plaintiff as well as by the defendant. The Consent Terms have also been signed by their respective Advocates. Mr. Santosh Dwivedi as well as Mr. Sanjeev Kumar (defendant) are present in Court. They have stated on oath 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 earlier, shall stand discharged. Mr. Bhagat, the learned Advocate appearing for the plaintiff undertakes on behalf of the plaintiff to pay all the costs, charges and expenses of the Court Receiver. The said undertaking is accepted.

5. In view of the disposal of the suit, nothing survives in Notice of Motion No.2125 of 2019 and Clause XIV Leave Petition (L) No. 292 of 2019 and the same are disposed of accordingly.

(B.P. COLABAWALLA, J.)