

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

**COMMERCIAL NOTICE OF MOTION (L) NO.1931 OF 2019
IN
COMMERCIAL IP SUIT (L) NO.878 OF 2019**

Theobroma Foods Private Limited Applicant/Plaintiff

Vs.

Fresh Baked Goodness and Ors. Defendant

Dr. Veerendra Tulzapurkar, senior advocate a/w. Mr. Sandeep Parekh, Ms. Preeti Shah, Mr. Manoj and Ms. Mansi i/b. Ms. Preeti Shah for applicant/plaintiff.

Mr. Vinod Bhagat a/w. Ms. Ruchi Agarwal i/b. G.S. Hegde and V.A. Bhagat for defendant.

Ms. Meghana Karthik, defendant no.3/proprietor of defendant no.1/partner of defendant no.2 and daughter of defendant no.4 present.

CORAM : K.R.SHRIRAM, J.

DATE : 3rd SEPTEMBER 2019

P.C.:

1 At the outset, defendant no.3 for herself and on behalf of defendant no.2 and 4 states that there is no entity by the name Fresh Baked Goodness, i.e., defendant no.1.

2 In view of this statement, Dr. Tulzapurkar for plaintiff states that plaintiff be permitted to strike off defendant no.1. Leave granted.

3 Defendant no.3 has filed an affidavit for herself and on behalf of defendant nos.2 and 4 affirmed on 3rd September 2019, whereby defendants have, while denying that they ever infringed various THEOBROMA trade marks and alleged passing off the goods, undertaken to

discontinue all use of the expression/term THEOBROMA in relation to their menu cards or other literary materials. Defendants have also undertaken to remove the term/expression THEOBROMA from their website and third party websites and if plaintiff, as and when comes across one, intimates defendants, defendants undertake to immediately take appropriate steps to effect removal of the term/expression THEOBROMA from their website and third party websites. Defendants also undertaken to withdraw the suit being suit no.484 of 2019 pending before the Hon'ble High Court at Judicature at Madras. All undertakings accepted. All statements are also accepted as undertakings to this Court.

4 In view of the above, Clause 14 petition accordingly allowed and disposed in terms of prayer clause – (a). Suit stands disposed. So also the notice of motion. Ad-interim orders stand vacated. Refund, if any, of court fees in accordance with rules.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)