

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL JURISDICTION.

COMMERCIAL IP SUIT (Lodging) No. 898 OF 2019
WITH
COMMERCIAL NOTICE OF MOTION (Lodging) No. 1978 OF 2019
IN
COMMERCIAL IP SUIT (Lodging) No. 898 OF 2019

Mac Remedies Pvt. Ltd.

..Plaintiff.

Vs

Mac Labs Limited & Ors

..Defendants.

Ms Shaista Pathan i/by Y and A Legal for the Plaintiff.

CORAM : B.P. COLABAWALLA, J.

DATED :- 16th OCTOBER, 2019.

P.C. :-

1. Today when this matter is called out, the learned Advocates appearing for the parties have stated before me that the disputes in the above suit have been settled as recorded in the Consent Terms dated 16th October, 2019. These Consent Terms have been signed by Mr. Swapnil Raka for and on behalf of the plaintiff as its Director. Similarly, the Consent Terms are signed by one Sarfaraz Ahmed, who is the Authorised Signatory of defendant No.1.

The Consent Terms have also been signed by their respective Advocates. Mr. Swapnil Raka and Mr. Sarfaraz Ahmed both are present in Court and have stated before me on oath that they have understood the contents of the Consent Terms and have signed the same of their own free will.

2. As far as defendant Nos. 2 and 3 are concerned, clause (7) of the Consent Terms states that defendant Nos. 2 and 3 are only third party manufacturers and have no right to use new logo of defendant No.1 and are not as such necessary party to the suit. It is in these circumstances that defendant Nos. 2 and 3 are not signatory to the Consent Terms.

3. In view of the aforesaid circumstances, the Consent Terms are taken on record and marked “X” for identification. The undertakings given in the Consent Terms are accepted as undertakings given to the Court.

4. 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.

5. In view of the disposal of the suit, nothing survives in Notice of Motion (Lodging) No. 1978 of 2019 and the same is disposed of accordingly.

(B.P. COLABAWALLA, J.)