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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL JURISDICTION.

COMM IP SUIT (Lodging) No. 920 of 2019  
WITH  
COMM NOTICE OF MOTION No.2032 of 2019  
IN  
COMM IP SUIT (Lodging) No. 920 of 2019

M/s Cello Household Products & Anr ..Plaintiffs  
Vs  
Shivam Engineering & Anr ..Defendants.

Mr. Hiren Kamod and Mr. Gautam Panchal i/by Gautam & Co. for the plaintiffs/applicants.

Mr. Vikrant Zunjarrao i/by Zunjarrao & Co. for defendant Nos. 1 & 2.  
Mr. N.V. Bandodkar, 2<sup>nd</sup> Asstt., to Court Receiver is present.

**CORAM : B.P. COLABAWALLA, J.**  
**DATED :- 15<sup>th</sup> OCTOBER, 2019.**

**P.C. :-**

1. Today when this matter is called out, the learned Advocates appearing on behalf of the plaintiffs as well as the defendants have stated before me that the disputes in the present suit have been amicably settled as recorded in the Consent Terms dated 15<sup>th</sup> October, 2019. The Consent Terms have been signed by

Mr. Pradeep G. Rathod, a partner of plaintiff No.1 as well as plaintiff No.2. The Consent Terms have been signed by Mr. Uday Ragani who is the Power of Attorney Holder of defendant No.1. Mr. Bhargav Kakdiya has signed the Consent Terms as a Proprietor of defendant No.2. All parties are present before me and 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. All undertakings given in the Consent Terms, if any, are accepted as undertakings given to the Court.

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. Considering that the suit itself is disposed of, nothing survives in Notice of Motion No. 2032 of 2019 and the same is disposed of accordingly.

5. I must mention that the Consent Terms provide that the defendants agree and undertake to pay costs of Rs. 1,00,000/-

(Rupees One Lakh) to the Tata Memorial Hospital, Mumbai within a period of 14 days from today. As per the Consent Terms, the defendants shall pay the aforesaid costs and file a receipt on the record of this Court evidencing the payment of costs.

6. Considering that the suit itself is disposed of, the Court Receiver shall stand discharged without passing off accounts and all costs and expenses of the Receiver shall be borne by the plaintiffs.

7. All parties including the Tata Memorial Hospital to act on an ordinary copy of this order duly authenticated by the Associate of this Court.

**(B.P. COLABAWALLA, J.)**