

Ladda

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN IT'S COMMERCIAL DIVISION
COMM. IP SUIT (L) No.1011 OF 2019.

WITH

COMM NOTICE OF MOTION (Lodging) No. 2231 OF 2019

Wimplast Ltd. & Anr .. Applicants

In the matter between :-

Wimplast Ltd. & Anr .. Plaintiffs.

Vs

Diya Seating Solutions & Anr .. Defendants.

Mr. Gautam Panchal i/by Gautam & Co. for the Plaintiffs.

Mr. Ashish R. Ramrakhiani, partner of defendant No.1 is present.

Ms. Divya Jain, Authorized Representative of defendant No.1 and Constituted Attorney of defendant No.2 is present.

Mr. N.A. Bandodkar, 2nd Asstt. to Court Receiver is present.

CORAM : B.P. COLABAWALLA, J

DATE : 18TH OCTOBER, 2019.

P.C. :-

1. Today when this matter is called out, I am informed by the learned Advocate appearing for the plaintiffs that the disputes in the present suit are amicably

settled between the plaintiffs and the defendants as per the Consent Terms dated 18th October, 2019. The Consent Terms have been signed by one Divya Jain who is the authorised representative of plaintiff No.1 as well as the constituted attorney of plaintiff No.2. The Consent Terms have also been signed by Mr. Ashish Ramrakhiani who is a partner of defendant No.1. The Consent Terms have also been signed by the Advocates for the plaintiffs. As far as the defendants are concerned, they are not represented by Advocates and hence the Consent Terms have not been signed by any Advocate for and on behalf of defendant No.1. As far as defendant No.2 is concerned, the Advocate for the plaintiffs states that the suit against defendant No.2 is being unconditionally withdrawn.

2. All the signatories to the Consent Terms are present before me. They have stated that they have understood the contents of the Consent Terms and have signed the same of their own free will.

3. In these circumstances, the Consent Terms are taken on record and marked “X” for identification. The suit and Notice of Motion are disposed of in terms of the Consent Terms. As far as defendant No.2 is concerned, the suit stands withdrawn

against defendant No.2. Refund of Court fees, if any, as per rules.

4. Considering that the suit itself is now disposed of, the Court Receiver appointed earlier shall stand discharged without passing off accounts but only on the payment of costs, charges and expenses of the Court Receiver by the plaintiffs.

(B.P. COLABAWALLA, J)

Digitally signed
by Bhabhushan
S. Ladha
DN: cn=Bhabhushan
S. Ladha, o=, ou=, email=bhabhushan.s.ladha@nic.in, c=IN