

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COMMERCIAL IP SUIT (L) NO. 1015 OF 2019
AND
NOTICE OF MOTION (L) NO. 2259 OF 2019**

Crystal Plastics & Metallizing Pvt.Ltd. ...Plaintiff
vs.
M/s.Krishna Traders & Ors. ...Defendants

Mr.Gaurav Jangle with Krishma Patel i/b. I.V. Merchant & Co. for Plaintiff.
Ms.Sneha Herwade i/b. TMT Law Practice for Defendant Nos.1 and 2.
Ms.M.D. Chaudhari, S.O., Court Receiver office, present.

CORAM : S.C. GUPTE, J.

DATE : 11 DECEMBER 2019

P.C. :

Learned Counsel for the parties tender consent terms duly signed by the parties and also their respective advocates. Learned Counsel seek disposal of the commercial IP suit in terms of the consent terms. The consent terms are taken on record, marked "X" for identification. The statements and undertakings contained therein are accepted. There will be a decree in terms of the consent terms.

2 It is made clear that whilst desealing the goods and destroying the packaging material in terms of Clause 5 of the consent terms, no photography or video shooting shall be permitted. The destruction of the packaging material and desealing of goods in terms of Clause 5 shall be carried out in the presence of the Defendants' Advocate.

3 Court Receiver, High Court, Bombay, appointed as receiver in terms of the order dated 26 September 2019, shall stand discharged upon carrying out the mandate of Clause 5 of the consent terms herein. The

Court Receiver is discharged without passing accounts. The Receiver's costs, charges and expenses shall, however, be borne by the Plaintiff. The Plaintiff shall pay such costs, charges and expenses within three weeks of an intimation in that behalf from the Receiver's office. Refund of court fees, if any, in accordance with the applicable rules.

4 The commercial IP suit and the notice of motion are disposed of.

(S.C. GUPTE, J.)