

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.120 OF 2014**

Indofil Industries Limited

....Plaintiff

Vs.

HPM Chemicals and Fertilizers Limited

....Defendant

Mr. G.I. Sodhi for plaintiff.

Mr. Poovannan Krishnamurthy, DGM (Legal)/Constituted Attorney of plaintiff present.

Ms. Daulat Jehangir for defendant.

Mr. Hari Shankar, GM (International Business)/authorised signatory of defendant present.

CORAM : K.R.SHRIRAM, J.

DATE : 9th AUGUST 2019

P.C.:

1 Parties have entered into consent terms dated 9th August 2019. The consent terms signed by the constituted attorney of plaintiff, authorised signatory of defendant and their respective advocates is taken on record and marked "X" for identification. Mr. Sodhi and Ms. Jehangir state that the signatories to the consent terms are present in Court and identify them.

2 Order in terms of the consent terms. All statements accepted as undertaking to this Court. All undertakings separately are also accepted and so ordered.

3 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

X^s Jc
9/8/19

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

SUIT NO. COMIP 120 OF 2014

Indofil Industries Limited	)	
a company registered under the	)	
Companies Act 1956 and having	)	
its registered office at 4th Floor,	)	
Kalpataaru Square, Kondivita Road,	)	
Off Andheri Kurla Road,	)	
Andheri (E), Mumbai - 400 059	)	... Plaintiff

VS.

HPM Chemicals & Fertilizers Limited)	)	
a company registered under the	)	
Companies Act 1956 and having	)	
its registered office at 209-210,	)	
Anupam Bhawan, Azadpur	)	
Commercial Complex,	)	
Azadpur, Delhi - 110 033	)	... Defendant

CONSENT TERMS

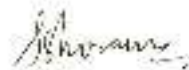
That pursuant to settlement talks between the Plaintiff and the Defendant, the parties have arrived at consent terms and seek permission of this Hon'ble Court to dispose of the matter as per the terms arrived at as under:-

Plaintiff

Defendant

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1. That the Plaintiff had filed this suit for an order and injunction restraining the Defendant, its officers, directors, servants, agents and all other persons claiming through or under the Defendant in any manner using the Trade Mark "CLICK" or any other trade mark identical to and/or deceptively similar to the Plaintiff's Trade Mark "CLICK". The Plaintiff had further sought damages of Rs 10,00,000/- (Rupees Ten Lacs Only) and, inter alia, an order that the Defendant render a faithful account to this Hon'ble Court of all the profits earned by the Defendant by using the impugned Trade Mark "CLICK".
2. That the Plaintiff had also taken out a Notice of Motion seeking interim/ad- interim reliefs and this Hon'ble Court had, vide order dated 10.08.2015, disposed of the Notice of Motion, directing the Defendant to maintain accounts qua the sale of the products bearing the impugned trade mark "CLICK" and to deposit the same in a sealed cover with the Prothonotary and Senior Master of this Hon'ble Court, every quarter.
3. That the parties have now settled their differences amicably and the Defendant undertakes not to use the Plaintiff's trade mark "CLICK" or any other trade mark identical to and/or deceptively similar to the Plaintiff's Trade Mark "CLICK" for the products manufactured by them.



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4. The Plaintiff accepts the undertaking of the Defendant and is ready and willing to forego all claims, save and except what is adumbrated in prayer clause a) of the suit.

5. Upon the Company Defendant making the undertaking as aforesaid the Plaintiff confirms that they have no other claim against the Defendant and that they shall not initiate any other proceedings against the Defendant in respect of the subject matter of the suit.

6. The consent terms have been signed on behalf of the Plaintiff by Mr. Poovannan Krishnamurthy, Deputy General Manager Legal and Constituted ^{Attorney} Authority who is authorized in this behalf vide Power of Attorney dated 19.01.2016 and by Mr. Hari Shankar on behalf of the Defendant who is authorized in this behalf vide Board Resolution dated 5-8-2014.

7. This suit stands disposed of accordingly.

8. No order as to costs

9. Refund of court fees as per rules.

For Indofil Industries Ltd.

For HPM Chemicals and Fertilizers Ltd.

Constituted Attorney

(Poovannan Krishnamurthy)

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G.L. Sodhi Associates
Advocates for the Plaintiff


Anand Kumar & Dattatraya Jhangar
Advocates for the Defendant

Dated this 9th day of August 2019

4 Suit stands disposed accordingly with no order as to costs.
Refund of court fees, if any, in accordance with rules.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)