

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

**COMMERCIAL IP SUIT (L) NO.1088 OF 2019
WITH
INTERIM APPLICATION NO.1 OF 2019**

Marico Limited	...	Applicant/Plaintiff
Versus		
Lakhan Goenka		
And Others	...	Defendants

.....

Mr. Hiren Kamod a/w Mr. Vaibhav Keni and Ms. Neha Iyer i/b
Legasis Partners for the Applicant/Plaintiff.
Mr. Rajesh Jose, Partner of Defendant No.4 present.

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CORAM : S.C. GUPTE, J.

DATE : 13 DECEMBER 2019

P. C. :

. This commercial IP suit is in respect of breach of copyright, infringement of a registered trade mark as well as passing off of goods. Leave has been granted to the Plaintiff under clause XIV of the Letters Patent for combining the cause of action of passing off with that of infringement.

2 The suit has already been settled as between the Plaintiff and Defendant Nos.1 to 3.

3 The Plaintiff and Defendant N.4 have now arrived at consent terms, under which, Defendant No.4 submits to a decree in terms of prayer clauses -(a), (b), (c) and (f) of the plaint. The consent terms are taken on record, marked 'X' for identification. The statements and undertakings contained therein are accepted. The commercial IP suit is disposed of as between the Plaintiff and Defendant No.4. A decree be drawn up accordingly.

4 In accordance with clause-3 of the consent terms, the Court Receiver shall, within 21 days from today, hand over the seized goods, which are currently at the Defendants' premises, to the Plaintiff in accordance with the inventory made by the Receiver. The Receiver shall stand discharged thereafter without passing of accounts. The Receiver's costs, charges and expenses shall be paid by the Plaintiff within three weeks of the Receiver's office communicating the same to the Plaintiff.

5 Since the suit now stands disposed off, the Interim Application does not survive and is disposed of.

(S.C. GUPTE, J.)

Rajesh V.
Chittewan

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by Rajesh V.
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