

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

**COMMERCIAL IP SUIT (L) NO.1179 OF 2019
WITH
INTERIM APPLICATION NO.1 OF 2019
WITH
LEAVE PETITION (L) NO.405 OF 2019**

USV Private Limited	...	Plaintiff
Versus		
Medula Life Sciences		
And Another	...	Defendants

.....

Mr. Mahesh Mahadgut a/w Ms. Poona Teddu for the Plaintiff.
Mr. Krishna Mistry, Manager-Legal of the Plaintiff present.
Mr. S. Ganesan, Partner of Defendant No.1 present.
Mr. R. Balasubramanian, Authorized Signatory of Defendant No.2 present.
Mr. S.S. Toraskar, Section Officer, Court Receiver's Office present.

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CORAM : S.C. GUPTE, J.

DATE : 18 DECEMBER 2019

P. C. :

. This commercial IP suit is in respect of breach of copyright in the artistic work used by the Plaintiff in packaging material/lable/trade dress of its goods marketed under the trade mark 'MYCHIRO' for their medicinal and pharmaceutical preparations and supplements and allied goods. The Defendants appear in person and submit to leave under clause XIV of Letters Patent and a decree in

terms of prayer clause -(a) and (b) of the plaint. The parties have duly signed consent terms to that effect. The consent terms, signed by the authorized representative of the Plaintiff and its Advocate, and Defendant No.1 in person and by the authorized signatory of Defendant No.2, are taken on record, marked 'X' for identification. The statements and undertakings contained therein are accepted. Leave petition is allowed and the suit is decreed in terms of the consent terms. No order as to costs. Refund of court fees in accordance with the applicable Rules.

2 Decree be drawn up accordingly.

3 In view of the disposal of the commercial IP suit, the interim application does not survive and is disposed of.

4 Court Receiver of High Court, Bombay appointed as receiver for visiting the Defendants' premises and seizing the goods, has carried out his mandate. So far as destruction of the goods is concerned, the consent terms provide for an appropriate mechanism for the same. Accordingly, the Court Receiver stands discharged without passing accounts. Court Receiver's costs, charges and expenses shall, however, be paid over by the Plaintiff. Such payment shall be paid within three weeks of the Receiver's office intimating the charges to the plaintiff.

(S.C. GUPTE, J.)

Rajesh V.
Chittewan

Digitally signed
by Rajesh V.
Chittewan
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