

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

**COMMERCIAL I.P. SUIT (L) NO.1182 OF 2019
WITH
INTERIM APPLICATION NO.1 OF 2019
WITH
LEAVE PETITION (ST.) NO.408 OF 2019**

Aristo Pharmaceuticals Private Limited ... Plaintiff
Versus
ZYMES BIOSCIENCE PVT. LTD
And Another ... Defendants

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Mr. Hiren Kamod a/w Mr. B.N. Poojari and Ms. Nidhi Bangera i/b
Asian Patent law for the Plaintiff.

Mr. Suresh Rajeshwar for the Defendants.

Mr. Kiran K. Hebale, Representative of Court Receiver present.

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CORAM : S.C. GUPTE, J.

DATE : 25 NOVEMBER 2019

P. C. :

. This is a commercial IP suit concerning infringement of a registered trade mark as also passing off of goods. Since the Defendants carry on business outside Mumbai and the Plaintiffs propose to combine two causes of action, i.e. passing off of goods and infringement of trade mark, the Plaintiffs have sought leave under under clause XIV of the Letters Patent.

2 Learned Counsel tenders Consent Terms duly setting out the terms of amicable solutions of their disputes. The consent terms have

been duly signed by the parties, through their authorized signatories and authorized by their respective Advocates. The authorized representatives of the parties are present before the court. The consent terms essentially prove for allowing the leave petition and submission to a decree under Clauses -(a) and (b) of the plaint. The consent terms are taken on record and marked 'X' for identification. The statements and undertakings contained therein are accepted and the commercial IP suit is disposed of in terms of the consent terms. No order as to costs. Refund of court fees in accordance with applicable Rules.

3 In view of the consent terms taken on record and disposal of the suit in terms thereof, the Court Receiver, High Court, Bombay appointed as receiver for inventory of the offending goods and taking custody thereof, shall stand discharged without passing of account. The court receiver's charges and expenses may, however, be borne by the Plaintiff. The Plaintiff shall pay such charges and expenses within three weeks of receipt of memo in that behalf from the receiver's office.

4 Leave petition is allowed and the commercial IP suit is disposed of in terms of the consent terms.

5 In view of the disposal of the suit, the interim application taken out therein does not survive and the same is also disposed of.

(S.C. GUPTA, J.)