

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

**COMMERCIAL IP SUIT (L) NO. 1265 OF 2019
WITH
INTERIM APPLICATION NO. 1 OF 2019**

Yogi Ayurvedic Products Pvt.Ltd. ...Plaintiff
vs.
Sanskar Ayurvedic Life Care Pvt.Ltd. & Anr. ...Defendants

Mr.Alankar Kirpekar with Jaya Manghwani and Shekhar Bhagwat i/b. MAG
Legal for Plaintiff.
Mr.Prakash S. Jain for Defendants.

CORAM : S.C. GUPTE, J.

DATE : 19 DECEMBER 2019

P.C. :

Learned Counsel for the parties tender consent terms duly signed by the parties through their authorised signatories and also by their respective Advocates. The consent terms *inter alia* record a decree on admission in terms of prayer clauses (a), (b) and (c) of the plaint and provide for various directions in pursuance thereof. The consent terms are taken on record, marked “X” for identification. The statements and undertakings contained therein are accepted 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 In view of the disposal of the commercial IP suit, the interim application does not survive and is disposed of.

3 The Court Receiver, High Court, Bombay, appointed as a

receiver for making an inventory of the infringing goods, shall stand discharged without passing accounts. The Receiver's costs, charges and expenses shall be paid by the Plaintiff within three weeks of receipt of an intimation in that behalf from the Receiver's office.

(S.C. GUPTE, J.)