

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL JURISDICTION.

COMM IP SUIT No. 89 OF 2020
WITH
COMMERCIAL NOTICE OF MOTION No. 66 OF 2020
IN
COMM IP SUIT No. 89 OF 2020

Shemaroo Entertainment Ltd. ..Plaintiff.

Vs

Surya Processed Food Pvt. Ltd. & Ors ..Defendants.

Mr. Mahesh Mahadgut Advocate for the Plaintiff.

Mr. Maheshkumar Tiwari for the Defendants.

CORAM : B.P. COLABAWALLA, J.

DATED :- 6th March, 2020

P.C. :-

1. Today when this matter is called out, the learned Advocates appearing on behalf of the Plaintiff as well as all the Defendants have informed me that the above suit is settled as recorded in the Consent Terms executed between the parties dated 6th March, 2020. The said Consent Terms have been signed by authorized signatory of the Plaintiff as well as the Advocate for the Plaintiff. Similarly, the Consent Terms have also been signed by the

authorized signatory of Defendant Nos.1, 2, 5 and 6 as well as by Defendant Nos. 3,4 and 7. The Consent Terms have also been signed by the Advocates for the Defendants. The signatures to the Consent Terms have been duly identified by their respective Advocates. The respective Advocates have also stated that the Consent Terms have been explained to their respective clients and they have understood the contents thereof after which they have signed the Consent Terms of their own free volition.

2. In these circumstances, the Consent Terms are taken on record and marked “**X**” for identification. The undertakings given in the Consent Terms are accepted as undertakings given to the Court.

3. The suit is disposed of in terms of the Consent Terms. No order as to costs. Refund of Court fees, if any, as per rules.

4. In view of the disposal of the suit itself, nothing survives in Notice of Motion No. 66 of 2020 and the same is accordingly disposed off.

(B.P. COLABAWALLA, J.)