

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

**COMMERCIAL IP SUIT (L) NO. 964 OF 2019
WITH
NOTICE OF MOTION (L) NO. 2117 OF 2019
WITH
LEAVE PETITION (STAMP) NO. 329 OF 2019**

Hatz Manufacturing Pvt.Ltd.	...Plaintiff
vs.	
Nandita Enterprise & Ors.	...Defendants

Mr.Hemant Thadani with Jay Shah i/b. Krishna and Saurastri Associates
LLP for Plaintiff.

Mrs.Devrupa Dey i/b. Legal Assistance for Defendants.

Mr.R.B. Ghadi, Asstt.S.O., Court Receiver's office present.

CORAM : S.C. GUPTE, J.

DATE : 3 JANUARY 2020

P.C. :

Learned Counsel for the parties tender consent terms duly signed by the parties and also by their respective Advocates. The consent terms propose a decree in terms of prayer clauses (a), (b), (c) and (d) of the plaint and the modalities for carrying out the mandate of these prayers. The consent terms are taken on record, marked "X" for identification. The statements and undertakings contained therein are accepted. The suit is decreed in terms of the consent terms after grant of leave under Clause 14 of Letters Patent for combining the cause of action of passing-off with that of infringement of registered trade mark. No order as to costs. Refund of court fees in accordance with the applicable rules. The Notice of motion is also disposed of.

2 In view of the decree passed as above, the Court Receiver, High Court, Bombay appointed as a receiver of infringing goods stands discharged without passing accounts. The Court Receiver's costs, charges and expenses shall be borne by the Plaintiff. Such costs, charges and expenses shall be paid within three weeks of receiving an intimation in that behalf from the Receiver's office.

(S.C. GUPTE, J.)