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

COMMERCIAL IP SUIT (L) NO. 1033 OF 2019
WITH
COMM. NOTICE OF MOTION (L) NO. 2319 OF 2019
WITH
LEAVE PETITION (L) No. 350 OF 2019

Procter & Gamble Home Products Pvt. Ltd. & Anr. ..Plaintiffs
Vs
Bharathi Consumer Care Products Pvt. Ltd. ..Defendant.

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Mr Hiren Kamod & Ms. Rinku Gajria i/b Gajria & Co. for the
Plaintiffs
Ms. Sana Khan i/b Bhagwati & Co. for the Defendant.

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CORAM : B. P. COLABAWALLA, J.
DATED :- 3rd MARCH, 2020.

P.C. :-

Mentioned. Taken out of turn.

2. Parties have tendered the Consent Minutes of Order under which the defendant has undertaken that it shall not use the label of the plaintiff as more particularly set out in the said order. Under the Minutes of Order, the defendant agrees and undertakes

that it shall, within 15 days from execution of said Minutes of Order, apply to the Registrar of Trademark to withdraw its trademark applications and shall forthwith furnish, to the advocates for the plaintiff, the copy of said withdrawal letters. The Minutes of Order also record that the Suit and the Notice of Motion shall stand disposed of, against the defendant, as per the Minutes of Order.

3. The consent Minutes of Order has been signed by the advocates for the plaintiff as well as the advocates for the defendant. Both are present before me today and have stated that they have signed these consent Minutes of Order on the instructions of their respective clients.

4. In these circumstances, the consent Minutes of Order dated 3rd March, 2020 are taken on record and marked "X" for identification. The undertakings given in consent Minutes of Order are accepted. The above Commercial Suit is disposed of in terms of the consent Minutes of Order.

5. Considering that the Suit itself is now disposed of, nothing survives in Notice of Motion (L) No. 2319 of 2019 and the

same is disposed of accordingly. The Court Receiver appointed earlier to stand discharged without taking accounts but on payment of his costs, charges and expenses, if any. Refund of court fees, if any, as per rules.

(B.P. COLABAWALLA, J.)