

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT (L) NO. 6877 OF 2021
WITH
INTERIM APPLICATION (L) NO. 7027 OF 2021
WITH
LEAVE PETITION NO. 82 OF 2021**

Sulphur Mills Limited

...Applicant/
Plaintiff

Versus

Shivalik Crop Science Private Limited

...Defendant

Mr Rashmin Khandekar, i/b Dhru & Co, for the Applicant/Plaintiff.

**CORAM: G.S. PATEL, J
(Through Video Conferencing)
DATED: 23rd June 2021**

PC:-

1. Heard through video conferencing.

2. The parties have settled their disputes in the Suit. Consent Terms are tendered. These are taken on record and marked 'X' for identification with today's date. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

3. The undertakings in the Consent Terms are accepted as undertakings to the Court.
4. The Interim Application and Commercial IP Suit both are disposed of with an order in terms of the Consent Terms. A drawn up order/decreed is not required.
5. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.
6. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
7. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.
8. All concerned will act on production of an ordinary copy of this order.

(G. S. PATEL, J)