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

COMMERCIAL IP SUIT NO.163 OF 2021

WITH

INTERIM APPLICATION NO.1264 OF 2021

WITH

LEAVE PETITION (LPETN) NO.221 OF 2021

IN

COMMERCIAL IP SUIT NO.163 OF 2021

Ajant Pharma Ltd.

...Plaintiff.

Versus

Uniray Life Sciences

...Defendant

* * * *

Mr. Ashutosh Kane i/by W. S. Kane & Co. for Plaintiff.

Mr. Asim Hazra, Authorized Signatory of Plaintiff present.

Mrs. Shweta Sethia, Partner of Defendant present.

* * * *

CORAM : R.I. CHAGLA, J.

DATED : 30th AUGUST, 2022

ORDER :

1. The parties have settled their disputes. Consent Terms are tendered. The Consent Terms are taken on record and marked 'X' for identification with today's date. These are signed by the Authorized Signatory of the Plaintiff and Advocate for the Plaintiff

as well as by the partner of the Defendant-Firm. The partner of the Defendant-Firm, Mrs. Shweta Setia is personally present in the Court. Appended to the Consent Terms are the minutes of the meeting of the Board of Directors of the Plaintiff, authorizing the Signatory to the Consent Terms to execute the Consent Terms. Also appended to the Consent Terms is the Partnership Deed dated 13th September 2015, wherein, Mrs. Shweta Setia is shown as partner alongwith her husband-Mr. Sanjeev Setia. 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.

2. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

3. Leave Petition No.221 of 2021 under clause XIV of the Letters Patent is made absolute in terms of prayer clause (a).

4. The Suit is disposed of and decreed in accordance with the Consent Terms.

5. In view of disposal of Commercial IP Suit, Interim Application No.1264 of 2021 does not survive. Hence, it is also disposed of.

6. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.
7. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
8. 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.
9. 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.
10. All concerned will act on production of a digitally signed copy of this order.

(R.I. CHAGLA, J.)