

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 769 OF 2019

WITH

COMMERCIAL NOTICE OF MOTION NO. 1306 OF 2019

RPG Enterprises Limited

...Plaintiff

Versus

Riju Ghoshal & Anr.

...Defendants

Mr. Kunal Kanungo a/w Mr. Rahul Punjabi, Mr. Sanmay Rath i/by S.
Venkateshwar for the Plaintiff.

Mr. Satyadev R. Pandey for the Defendants.

CORAM : R.I. CHAGLA J

DATE : 20 July 2022

ORDER :

1. The parties have settled their disputes. Consent Terms dated 14th July 2022 have been tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the Plaintiff and the Advocate for the Plaintiff as well as by Defendant Nos. 1 and 2 and their Advocates.

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PANDURANG
KHOT

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by SHARAYU
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2. Appended to the Consent Terms is the special Power of Attorney of Defendant No. 2, wife of Defendant No. 1 authorising Defendant No. 1 to sign also on behalf of the Defendant No. 2. Further, the certified copy of Resolution passed in the board meeting of the Plaintiff authorising signatory to the Consent Terms is also appended to the Consent Terms.

3. 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.

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

5. As per clause 4 of the Consent Terms, the Defendant is at liberty to use the mark “**JPG**” (“Proposed Mark”) and the Plaintiff confirms to have no objection to the said proposed mark.

6. The Plaintiff is ready to waive its claim to damages qua prayer clause 90(f) and cost of proceedings in prayer clause 90(m). This has been recorded in clause 12 of the Consent Terms. It is stated

that the said waiver shall not be applicable to the infringing activities found in future. In the event of breach of these Consent Terms as mentioned in Clause 13 of the Consent Terms, or where the Defendants are found to violate any terms of the present Consent Terms, then the Defendants shall be guilty of contempt of this order and shall be liable to pay an amount of Rs. 20,00,000/- as and by way of liquidated damages to the Plaintiff.

7. The Suit is disposed of and decreed in terms of prayer clauses 90(a), (b), (c) and (d) of the Plaint and in accordance with the Consent Terms.

8. In view of disposal of the above Suit, the Notices of Motion do not survive and are accordingly, disposed of, as become infructuous.

9. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

10. A soft copy of the Consent Terms will be uploaded

as the second order in the matter.

11. 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.

12. 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.

[R.I. CHAGLA J.]