

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 310 OF 2021

WITH

INTERIM APPLICATION NO. 2706 OF 2021

WITH

LEAVE PETITION NO. 46 OF 2021

WITH

COURT RECEIVER'S REPORT NO. 240 OF 2021

Hindustan Unilever Limited

...Plaintiff

Versus

Mathoshri Industries & Anr.

...Defendants

Mr. Vinod Bhagat a/w Mr. Atif Sayyed and Mr. Karan Khiani i/by G.S. Hegde and V.A. Bhagat for the Plaintiff.

Mr. Devidas Jadhav i/by Swapnil Mhatre for the Defendant No. 2.

Ms. Rucha Ambekar, Section Officer, Court Receiver present.

CORAM : R.I. CHAGLA J

DATE : 1 August 2022

SHARAYU
PANDURANG
KHOT

ORDER :

Digitally
signed by
SHARAYU
PANDURANG
KHOT
Date:
2022.08.10
18:25:29
+0530

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

Constituted Attorney of the Plaintiff and the Advocate of the Plaintiff as well as by the proprietor of Defendant No. 1 who has signed on behalf of Defendant Nos. 1 and 2 and the Advocate for the Defendants.

2. Appended to the Consent Terms is the power of attorney executed by the Plaintiff authorising the Constituted Attorney who has signed the Consent Terms to execute the Consent Terms. Further the documents of identification of the Defendant No. 1 who has signed on behalf of the Defendant Nos. 1 and 2 is appended to the Consent Terms. The parties are present in Court.

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 in the Consent Terms being accepted as undertakings to the Court.

5. Leave Petition under Clause XIV of the Letters of Patent is made absolute in terms of prayer clause (a) in view of the Consent Terms.

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

7. Interim Application No. 2706 of 2021 is also disposed of, as become infructuous.

8. Court Receiver appointed by this Court stands discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

9. Court Receiver's Report No. 240 of 2021 is disposed of accordingly.

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

11. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

12. 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.

13. 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.]