

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 383 OF 2021

Hindustan Unilever Limited

...Plaintiff

Versus

Krishwa Traders

...Defendant

WITH

INTERIM APPLICATION NO. 3252 OF 2021

WITH

COURT RECEIVER'S REPORT NO. 235 OF 2021

IN

COMMERCIAL IPR SUIT NO. 383 OF 2021

Mr. Vinod Bhagat a/w Ms. Prachi Shah, Mr. Karan Khiani i/by
G.S. Hegde and V.A. Bhagat for the Plaintiff.

Mr. Mitesh Shah, Proprietor of the Defendant present.

Mrs. Rekha Rane, 2nd Asstt. to C.R. present.

CORAM : R.I. CHAGLA J

DATE : 19 April 2022

ORDER :

1. The parties have settled their disputes. Consent Terms dated 19th April 2022 are tendered. The Consent Terms are taken on record and marked 'X' for identification. These are

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PANDURANG
KHOT

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signed by
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signed by the Constituted Attorney of the Plaintiff and the Proprietor of the Defendant. The Constituted Attorney of the Plaintiff and Proprietor of the Defendant are present in the Court.

2. Power of Attorney of the Plaintiff in favour of the Constituted Attorney for execution of the Consent Terms and the necessary documents of identification including Aadhar Card of the Proprietor of the Defendant have been 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. The Suit is disposed of and decreed in terms of prayer clauses (a), (b) and (c) of the Plaint and in accordance with the Consent Terms.

6. Court Receiver is discharged without drawing up accounts and on payment of costs and charges to be borne by the Plaintiff.

7. In view of the discharge of the Court Receiver, Court Receiver's Report No. 235 of 2021 is disposed of.

8. Interim Applications, if any, are also 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.]