

*Sharayu Khot.*

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

COMMERCIAL IPR SUIT NO. 658 OF 2019

WITH

NOTICE OF MOTION NO. 1175 OF 2019

IN

COMMERCIAL IPR SUIT NO. 658 OF 2019

The Pillsbury Company, LLC & Anr.

...Plaintiffs

*Versus*

Prataap Snacks Limited & Anr.

...Defendants

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Mr. Dhiren Karania i/by Khaitan & Co. for the Plaintiffs.

Ms. Neha Iyer and Mr. Vaibhav Keni i/by Legasis Partners for the Defendants.

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

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CORAM : R.I. CHAGLA J

DATE : 04 July 2022

ORDER :

SHARAYU  
PANDURANG  
KHOT

Digitally  
signed by  
SHARAYU  
PANDURANG  
KHOT  
Date:  
2022.07.06  
19:04:43  
+0530

1. Learned Counsel appearing for the Plaintiffs has tendered the draft amendment Application dated 4th May 2022 which is taken on record and marked "X" for identification.

2. Learned Counsel appearing for the Plaintiffs has sought leave to amend the cause title of the Commercial IPR Suit No. 658 of 2019 by deleting the name of Defendant No. 2, as Defendant No. 2 has merged/amalgamated with Defendant No. 1 and this is pursuant to the order dated 10th July 2019 passed by the National Company Law Tribunal which is annexed at Annexure 1 to the draft amendment Application.

3. Leave is granted. The Plaintiffs are permitted to delete the name of Defendant No. 2 in the cause title of Commercial IPR Suit No. 658 of 2019 forthwith.

4. Re-verification is dispensed with.

5. The parties have settled their disputes. Consent Terms dated 27th April 2022 have been tendered. The Consent Terms are taken on record and marked "**X-1**" for identification.

6. The Vice President of Plaintiff No. 1 along with the Director of Plaintiff No. 2 have signed the Consent Terms together with the Advocates for the Plaintiffs. Authorised signatory of

Defendant No. 1 has also signed the Consent Terms along with the Advocate for the Defendant No. 1. Defendant No. 1 is now the only Defendant, in view of deletion of Defendant No. 2. Copy of the Resolution passed by the Board of Directors of Plaintiff No. 2 as well as the Board of Directors of Defendant No. 1 authorising the signatory to the Consent Terms to execute the Consent Terms are appended to the Consent Terms.

7. 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.

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

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

10. In view of disposal of the Suit, the Notice of Motion No 1175 of 2019 does not survive and it is accordingly, disposed of.

11. In view of disposal of the Suit, the Court Receiver appointed by this Court vide order dated 22nd February 2019 is discharged without drawing up the accounts and upon payment of costs and charges to be borne by the Plaintiffs.

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

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

14. 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.

15. 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.]