

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

COMMERCIAL IP SUIT (L) NO. 5097 OF 2022

**WITH
INTERIM APPLICATION (L) NO. 5107 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 5097 OF 2022**

**WITH
LEAVE PETITION NO. 35 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 5097 OF 2022**

Kamat Hotels (India) Limited ... Applicant/Plaintiff

Versus

The Blue Orchid Hotel/The Blue
Orchid Hotel & Resorts & Anr. ... Defendants

Mr. Vinod Bhagat a/w Ms. Prachi Shah, Mr. Karan Khiani i/b G.S. Hegde
& V.A. Bhagat for the Applicant/Plaintiff.
Ms. Manaswi Agrawal a/w Mr. Aakash, Mr. Yash Joshi i/b M/s. Meraki
Chambers for the Defendants.

CORAM : R.I. CHAGLA, J.

DATED : 26th APRIL, 2022.

ORDER :

1 The parties have settled their disputes. Consent Terms are
tendered and are taken on record and marked 'X' for identification with

today's date. These are signed by the Constituted Attorney of the Plaintiff alongwith Advocate for the Plaintiff. The necessary certified true copy of resolution passed in meeting of the Board of Directors of the Plaintiff held on 12.11.2021 authorising the signatory to the Consent Terms to inter-alia execute the Consent Terms, are appended to the Consent Terms. The Consent Terms are also signed by Defendant No.2 as Partner on behalf of Defendant No.1, Defendant No.2 has also signed the Consent Terms in his individual capacity and as Partner of the partnership firm Vardhan Holidays, alongwith Advocate for the Defendants.

2 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.

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

4 In Clause 14(I) of the Consent Terms the Defendants have stated that an amount of Rs.2,00,000/- is paid as full and final settlement in lieu of all claims of the Plaintiff and in favour of the Plaintiff by Cheque/Demand Draft, particulars of which are mentioned therein. The Defendants have handed over the Cheque/ Demand Draft to the Plaintiff in Court.

5 The Suit is disposed of and decreed in terms of clause 14 (A) to (L) of the Consent Terms.

6 In view of disposal of the Suit, Leave Petition does not survive and is accordingly disposed of.

7 Interim Application (L) No.5107 of 2022 does not survive and is accordingly disposed of.

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

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

10 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.

11 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.

12 All concerned will act on production of a digitally signed copy of this order.

(R.I. CHAGLA, J.)

Digitally
signed by
WAISHALI
SUSHIL
WAGHMARE
Date:
2022.04.29
10:55:55
+0530