

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

COMMERCIAL IP SUIT (L) NO. 5688 OF 2022

**WITH
INTERIM APPLICATION (L) NO. 5694 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 5688 OF 2022**

**WITH
INTERIM APPLICATION (L) NO. 10328 OF 2022
IN
INTERIM APPLICATION (L) NO. 5694 OF 2022**

**WITH
LEAVE PETITION NO. 48 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 5688 OF 2022**

Jupiter Life Line Hospitals Limited & Anr. ... Applicants/Plaintiffs

Versus

Aatmaj Healthcare Private Limited & Anr. ... Defendants

**WITH
INTERIM APPLICATION (L) NO. 8018 OF 2022
IN
COMMERCIAL IP SUIT (L) NO. 5688 OF 2022**

Mr. Nikhil Sharma a/w Ms. Maitri Asher i/b W.S. Kane & Co. for the Applicants/Plaintiffs.

Mr. Prabhakar M. Jadhav a/w Mr. Parag More for the Defendants.

Mr. Dilip Kshirsagar, Authorised Signatory for the Plaintiff, present in Court.

Mr. Neeraj Laad, Authorised Signatory for the Defendants, present in Court.

CORAM : R.I. CHAGLA, J.

DATED : 26th APRIL, 2022.

ORDER :

1 The parties have settled their disputes. Consent Terms dated 25.04.2022 are tendered and taken on record and marked 'X' for identification. These are signed by the Authorised Signatory of Plaintiff No.1 and Authorised Signatory of Plaintiff No.2 as well as by the Authorised Signatory of the Defendants. The Authorised Signatories are present in Court. The necessary documents including License Agreement dated 25.04.2022 as well as the resolution of the Board of Directors of Plaintiff No.1 authorising the signatory inter-alia to execute the Consent Terms as well as the authority letter dated 04.03.2022 addressed by Defendant No.1 authorising the signatory inter-alia to execute the Consent Terms. Further, the certified true copy of resolution passed by the Board of Directors of Defendant No.2 at the meeting held on 02.03.2022 authorising the signatory to inter-alia execute the Consent Terms as well as documents of identification which includes copies of Adhar Card of the authorised signatories to the Consent Terms are appended to the Consent Terms.

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 terms of Clause 1 of the Consent Terms, Leave Petition by consent, is made absolute in terms of prayer clause (a).

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

6 In clause 5 of the Consent Terms, License Agreement dated 25.04.2022 has been referred to by which 1st Plaintiff has granted the 1st Defendant a license to use the trade mark “JUPITER” in relation to the activities mentioned in clause 5 of the Consent Terms which includes running of the hospital located at address mentioned therein and in relation to providing medical, clinical, surgical, healthcare etc, facilities which are mentioned in (ii) of the clause 5 of the Consent Terms.

7 In view of the disposal of the Suit, Interim Applications, if any, are disposed of as having infructuous.

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
10:56:35 +0530