

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.411 OF 2021**

Welspun Corporation Ltd.

...Plaintiff

V/S

GTS Engineering Solutions Pvt. Ltd. & Ors.

...Defendants

**WITH
INTERIM APPLICATION NO.3286 OF 2021
WITH
INTERIM APPLICATION NO.3284 OF 2021
WITH
INTERIM APPLICATION (L) NO.10837 OF 2021**

Mr. Raghav Gupta a/w Ms. Treesa Ann Benny i/by Wadia Ghandhy & Co. for Plaintiff.

Ms. Neha Patil i/by Mr. Akshay Vijay Kamble for Defendant Nos.1, 6, 7 and 8.

Mr. Nikhil Adkino for Defendant Nos.2 to 5 and 9 and 10.

Adv. Khushboo Rupani a/w Ms. Aasiya Khan i/by HSA Advocates for Defendant No.3.

Mr. Gavranji Patil a/w Ms. Anjali Shahi i/by GP and Associates for Defendant No.11.

Dr. Ing. Konstantin A. Buscher Director and CEO of Defendant No.11 in present.

CORAM : R. I. CHAGLA, J.

DATED : 25th JULY, 2022.

P.C.

1. The parties have settled their disputes. Consent Terms dated 22nd June 2022 are tendered. The Consent Terms are taken on

record and marked 'X' for identification with today's date. These are signed by the Authorized Signatory of the Plaintiff and Advocate for the Plaintiff as well as by the Authorized Signatory of Defendant Nos.1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Advocate for Defendant Nos.1, 6, 7, 8 and Advocate for Defendant Nos.2 to 5, 9 and 10 and Advocate for Defendant No.11. Appended to the Consent Terms is the authority granted to the Managing Director and CEO of Defendant No.11 on behalf of Defendant No.11 and which authority is in German in view of Defendant No.11 being a German Company. 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.

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

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

4. In view of disposal of Suit, Interim Application Nos.3286 of 2021, 3284 of 2021 and Interim Application (L) No.10837 of 2021 does not survive. Hence, they are also disposed of.

5. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.
6. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
7. 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.
8. 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.
9. All concerned will act on production of a digitally signed copy of this order.

(R. I. CHAGLA, J.)