

Sharayu Khot.

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

COMMERCIAL SUIT NO. 106 OF 2022

WITH

INTERIM APPLICATION NO. 4010 OF 2022

Franco-Indian Pharmaceuticals Private Limited ...Plaintiff

Versus

Green Cross Health Innovation

...Defendant

Mr. Amit Jamsandekar a/w Ms. Archita Gharat and Mr. Kiran Mehta
i/by Mr. Kiran J. Mehta for the Plaintiff.

CORAM : R.I. CHAGLA J

DATE : 13 September 2022

ORDER :

1. Mr. Jamsandekar, learned Counsel for the Plaintiff has tendered draft amendment seeking amendment to the Plaint as well as draft amendment seeking amendments to the Interim Application containing the title thereof and consequential amendment thereto. Draft amendments are taken on record and marked “X-1” and “X-2” respectively for identification.

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2. Leave is granted to the Plaintiff to carry out the amendment in the Interim Application as well as the Plaint in terms of draft amendments.

3. Amendments shall be carried out forthwith.

4. The parties have settled their disputes. Consent Terms dated 13th September 2022 are tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the Plaintiff as well as by both the partners i.e. Defendant Nos. 2 and 3 on behalf of the partnership firm which is Defendant No. 1 as well as in their individual capacity. Defendant Nos. 2 and 3 present in Court.

5. Appended to the Consent Terms, the documents of identification of the partners of Defendant No. 1 as well as PAN card of Defendant No. 1.

6. 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.

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

8. 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.

9. The newly added Defendants have agreed to pay Rs. 75,000/- (Rupees Seventy Five Thousand only) as and by way of damages and the Plaintiff has accepted and acknowledged the receipt of the same, as stated in paragraph 6 of the Consent Terms.

10. Interim Application is disposed of, as become infructuous.

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

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

13. 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.

14. 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.]