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

INTERIM APPLICATION NO.1559 OF 2021
IN
COMM IP SUIT NO.213 OF 2021

Everest Food Products Pvt. Ltd.

...Applicant/
Plaintiff

Versus

Maharaja Foods & Anr.

...Defendants

Ms. Manorama Mohanty with Ambika Singh, Ms. Mittal B Nor
i/b. S.K. Srivastav and Co. for the Plaintiff.

Mr Kunal Kanungo, Himanshu Deora, Rahul Punjabi and
Raghav Vig i/b. S. Venkateshwar for the Defendants.

Mr. Ashokumar Fularamji Sen, the Defendant present in
person through VC.

CORAM : R.I. CHAGLA J

DATE : 11TH FEBRUARY, 2022
(THROUGH V.C.)

ORDER :

1. The parties have settled their disputes. Consent
Terms dated 22nd December, 2021 are tendered. Consent
Terms are taken on record and marked 'X' for identification.
These are signed by one Mr. Sailesh Rasiklal Shah, Authorised

Signatory of the Plaintiff. The necessary board resolution of the Plaintiff Company is annexed as a part of the Consent Terms which authorises Mr. Sailesh Rasiklal Shah to execute the Consent Terms. The Consent Terms have also been signed by Mr. Ashok Kumar Fularmaji Sen, Proprietor of Defendant No.1. He has signed on behalf of Defendant No.1 and Defendant No.2. He is also present in person through video conferencing. The authorised signatory of the Plaintiff is also present through video conferencing. 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 in Paragraph Nos. 1 to 6 of the Consent Terms are accepted as undertakings to this Court. In Paragraph No.8 of the Consent Terms it is provided that the Plaintiff has no objection to the Defendants' use of the new and distinct trademark "TASTEVEER" in any manner whatsoever and / or to the use of the new packaging / trade dress / label for their products in any manner as shown in Annexure 'E' and 'F' to the Consent Terms. In view of the statement, the Plaintiff under Paragraph No.9 has stated that the Plaintiff is not

pressing for its claims of damages, rendition of accounts and costs of the Suit in prayer clause (e), (f) and (o) or otherwise. These undertakings are also accepted as undertakings to this Court.

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

4. In view of disposal of Suit, Interim Applications, if any, are also disposed of as become infructuous.

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.]