

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 4960 OF 2022
WITH
LEAVE PETITION NO. 37 OF 2022
WITH
COURT RECEIVER'S REPORT NO. 137 OF 2022
IN
COMMERCIAL IP SUIT NO. 374 OF 2022**

Socomed Pharma Private Limited	...	Applicant / Orig.Plaintiff
vs.		
Sangeeta Pharma	...	Defendant

Mr. Amit Kukreja, i/by. K. K. Associates for applicant/plaintiff.

Mr. Sunil Arjun Mahadik, authorized person for defendant Nos.1 and 2 in-person.

Mr. Henry D'souza, authorized person for defendant No.3 in-person.

**CORAM : MANISH PITALE, J
DATE : 22nd DECEMBER, 2022**

PC. :

. The learned counsel for the plaintiff informs this Court that when the order dated 6th April, 2022 was executed, it came to light that defendant No.1 was manufacturing the impugned products for defendant Nos.2 and 3. On this basis, a schedule of draft amendments is tendered for incorporating appropriate amendments in the pleadings. The schedule of draft amendments is taken on record and marked 'X'.

2. In the interest of justice, amendment is allowed. Re-verification is dispensed with. Amendment be carried out within one week from today.
3. The learned counsel for the plaintiff has handed over the consent terms executed between the parties. It is specifically stated in paragraph No.10 of the consent terms that Mr. Sunil Arjun Mahadik is authorized by defendant Nos.1 and 2 to sign the consent terms. Copies of the documents authorizing the said person to sign the consent terms on behalf of the defendant Nos.1 and 2 are placed on record. It is further stated that Mr. Henry D'souza is authorized to sign the consent terms on behalf of defendant No.3. Accordingly, the consent terms are signed by the representatives of the plaintiff and all the three defendants.
4. Photocopies of the aadhar cards of the authorized representatives are annexed to the consent terms. The consent terms set out the manner in which the parties have settled their disputes and are found to be in order. The same are taken on record and marked 'Y'.
5. The undertakings given in the consent terms are accepted as undertakings to the Court. Parties are directed to abide by their respective obligations as per the consent terms.
6. The suit is decreed as per the consent terms. Decree be drawn up accordingly. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

7. Leave petition is allowed by consent.
8. In view of the disposal of the suit, the Court Receiver's Report is disposed of and the Court Receiver stands discharged, without passing up of accounts.
9. The Court fees shall be refunded as per the rules. For the purpose of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees, on the basis of an authenticated copy of this order, without insisting upon a separate application.
10. Pending applications, if any, stand disposed of in view of the disposal of the suit.

(MANISH PITALE, J)

Priya Kambli