

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

**COMMERCIAL IP SUIT NO. 231 OF 2021**

**WITH  
INTERIM APPLICATION NO. 2072 of 2021  
IN  
COMMERCIAL IP SUIT NO. 231 OF 2021**

Glenmark Pharmaceuticals Limited                      ...      Petitioner/Orig. Plaintiff

Versus

Zealous Health Private Limited & Anr.                      ...      Respondents/  
Orig. Defendants

Mr. Mahesh A. Mahadgut a/w Ms. Poonam Teddu for the Petitioner/Orig. Plaintiff.

Ms. Archana Bene, General Manager, Legal, of the Plaintiff, Present.

Mr. Y. Adinarayana Reddy, Director of Defendant No.1 and authorised signatory of Defendant No.2, present.

**CORAM :      R.I. CHAGLA, J.**

**DATED :      8<sup>th</sup> FEBRUARY, 2022.**

**(V.C.)**

**ORDER :**

1                      The parties have settled their dispute. Consent Terms dated 29.12.2021 are tendered. The Consent Terms are taken on record and marked 'X' for identification. These are signed by the parties namely

Ms. Archana Bene, General Manager, Legal of the Plaintiff, as well as the learned Advocate for the Plaintiff. The Consent Terms are also signed by Mr. Y. Adinarayana Reddy, Director of Defendant No.1 Company and also by the authorised signatory of Defendant No.2 Company. The concerned parties who have signed the Consent Terms for the Plaintiff as well as Defendant Nos.1 and 2 are present in person. 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           Drawn up decree/order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

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

6           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.

7 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.

8 All concerned will act on production of a digitally signed copy of this order.

9 In view of the disposal of the Suit, the Interim Application does not survive and is accordingly disposed of.

Digitally  
signed by  
WAISHALI  
SUSHIL  
WAGHMARE  
Date:  
2022.02.09  
15:06:05  
+0530

(R.I. CHAGLA, J.)