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Date: 2022.12.12  
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL IP SUIT NO. 314 OF 2022  
WITH  
INTERIM APPLICATION NO. 3483 OF 2022  
WITH  
COURT RECEIVER'S REPORT NO. 161 OF 2022  
IN  
COMMERCIAL IP SUIT NO. 314 OF 2022

Parel Agro Private Limited

...Plaintiff/Applicant

**Versus**

Zion Beverages & Ors.

...Defendants

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- Mr. Hiren Kamod, Mr. Ramesh Gajria and Mr. Raj Rao i/by Gajria & Co., for the Plaintiff/Applicant.
- Mr. P.J. Michael, Defendant No. 3 present.
- Mr. H. R. Patel, Master (Admn.), Court Receiver present.

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**CORAM : MANISH PITALE, J**

**DATE : 08<sup>TH</sup> DECEMBER, 2022.**

**P. C. :**

1. The parties have settled their disputes. The Consent Terms signed by the Plaintiff as well as all the Defendants have been handed over by the learned Counsel for the Plaintiff. The Defendant No. 1 is a Partnership Firm and the Defendant No. 3, one of the partners is present in the Court.

2. The Consent Terms are taken on record and marked "X" for identification. They are found to be in order. The Suit is decreed as per the Consent Terms.

3. The undertakings stated in the Consent Terms are

accepted as undertakings to this Court.

4. The Leave Petition stands allowed with the Consent of the Defendants. The parties shall abide by their respective obligations as per the Consent Terms.

5. A soft copy of the Consent Terms shall be uploaded as the second order.

6. The hard copy of the Consent Terms duly signed by the parties and their respective Counsel shall be retained in the record and shall not be sent for destruction in usual course.

7. In view of disposal of the Suit, pending application also stands disposed of.

8. In the light of the above, the Court Receiver's Report is disposed of and the Court Receiver is discharged, without passing up of accounts.

9. It is brought to the notice of this Court that the Authorized signatory of the Plaintiff is present in Court and that in the terms of paragraph no. 10 of the Consent Terms, a demand draft for the sum of Rs. 2,50,000/- in favour of Prime Minister's Citizen Assistance and Relief in Emergency Situations Fund (PM CARES Fund) is handed over by the Defendant No. 3 to the learned Counsel representing the

Plaintiff, in Court today.

10. The Court Fees shall be refunded as per 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 repayment. The Prothonotary and Senior Master shall issue a Certificate for Refund of Court Fees on the basis of this order, without insisting upon a separate application.

(MANISH PITALE, J.)