

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

**COMMERCIAL IP SUIT NO. 590 OF 2016
WITH
INTERIM APPLICATION NO. 3241 OF 2021
IN
COMMERCIAL IP SUIT NO. 590 OF 2016**

Shafeeque Ahmed Mohammad Sayeed ... Applicant/Plaintiff

Versus

Ansari Bilal Ahmadlal Mohd. ... Respondent/Defendant

Mr. Alankar Kirpekar a/w Jaya Manghwani i/b Jaya Manghwani for the Applicant/Plaintiff.

MR. Sameer A. Alekar, Asstt. S.O. to C.R., present.

CORAM : R.I. CHAGLA, J.

DATED : 2nd AUGUST, 2022.

ORDER :

1 The parties have settled their disputes. Consent Terms dated 02.08.2022 are tendered and are taken on record and marked 'X' for identification. These are signed by the Power of Attorney holder of the Plaintiff and the Advocate for the Plaintiff as well as Defendant and the Advocate for the Defendant. The Power of Attorney of the Plaintiff

authorising signatory to the Consent Terms is appended to the Consent Terms. Documents of identification of the signatories to the Consent Terms are appended to the Consent Terms.

2 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.

3 The undertakings recorded in the Consent Terms shall be accepted as undertakings to the Court.

4 Insofar as prayer clause (a) of the Plaint is concerned, the Defendant has undertaken that the Defendant shall destroy all the impugned goods and other items mentioned in clause 5 of the Consent Terms bearing the impugned artistic work and/or trade mark "SUKOON" and/or any other mark or label which is identical with and/or deceptively similar and/or confusingly similar in any manner whatsoever to the Plaintiff's label as shown in Exhibit-A to the Plaint within a period of 7 days from the date of execution of Consent Terms. It is also noted that in Clause 6 of the Consent Terms the Defendant has agreed to voluntarily pay a sum of INR 2,50,000/- as and by way of damages to the Plaintiff and for which Demand Draft bearing No.004 312 dated 25.07.2022 drawn on Saraswat Co-Operative Bank Limited Bank has been handed

over. Copy of which has been appended to the Consent Terms and which has been paid to the Plaintiff.

5 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.

6 Interim Application, if any, is also disposed of, as become infructuous.

7 In view of the disposal of the Suit, the Court Receiver is discharged without passing up of accounts and upon payment of costs, charges and expenses if any, to be borne by the Plaintiff.

8 Court Receiver's Report is accordingly disposed of.

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

10 A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.

11 The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

12 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.

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

(R.I. CHAGLA, J.)

Digitally
signed by
WAISHALI
SUSHIL
WAGHMARE
Date:
2022.08.04
17:56:16
+0530