

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 171 OF 2022
WITH
INTERIM APPLICATION (L) NO. 24886 OF 2021

Shrikant Jaishankar Joshi & Anr.

...Plaintiffs

Versus

Bhaveswar Garments & Anr.

...Defendants

Mr. Murlidhar Khadilkar/Aakash Joshi i/by MAG Legal for the Plaintiff.

Mr. Shrikant Jaishankar Joshi, Plaintiff No. 1 and partner of Plaintiff No.2 is present.

Mr. Bhavesh Patel, Proprietor of Defendant No. 1 is present.

Mr. Tarunkumar S. Gupta, PoA of Defendant No. 2 is present.

CORAM : R.I. CHAGLA J

DATE : 16 June 2022

ORDER :

1. The matter has been settled. Consent Terms dated 16th June 2022 are tendered. The Consent Terms are taken on record and marked 'X' for identification with today's date. These are signed by the Plaintiff No. 1 and partner of Plaintiff No.2-firm and the advocate for the Plaintiffs. Consent Terms are also signed by the Proprietor of

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Defendant No. 1 and Power of Attorney-holder of Defendant No. 2. Parties are present in Court. Documents of identification of the parties as well as the subject Power of Attorney by which the Defendant No. 2 has authorised Power of Attorney-holder to *inter alia* execute 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. In paragraph 3 of the Consent Terms, the Defendants have agreed that the Defendants shall use the jeans after removing the impugned mark “PARKER MIX JNS” and/or “PARKER JNS” used as PU label on the garment or any other material on which the mark “PARKER MIX JNS” and/or “PARKER JNS” and shall destroy all such labels and/or all the advertisement and/or other material either seized by the Court Receiver and/or in possession of Defendants in presence of representative of the Plaintiffs.

4. Thereafter, there are further undertakings including undertakings by Defendant No. 2 that they shall withdraw its

trademark Application bearing No. 1569321 for Trade Mark “PARKER JNS” in class 25 filed before the Trade Marks Registry and provide a copy of withdrawal letter to the Plaintiffs within a period of 7 days from the date of signing of these Consent Terms. This is provided in clause 4 of the Consent Terms.

5. The undertakings in the Consent Terms being accepted as undertaking to this Court.

6. The Court Receiver appointed by this Court stands discharged without drawing up of accounts and upon payment of costs and charges to be borne by the Plaintiffs.

7. Court Receiver's Report No. 103 of 2022 is accordingly, disposed of.

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

9. Interim Applications, if any, are also disposed of, as become infructuous.

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

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

12. 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.

13. 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.

[R.I. CHAGLA J.]