

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

**COMMERCIAL IP SUIT NO.48 OF 2022  
WITH  
INTERIM APPLICATION NO.1559 OF 2022  
IN  
COMMERCIAL IP SUIT NO.48 OF 2022**

Asian Paints Ltd.

...Plaintiff.

***Versus***

ARS Dushanth Paints

...Defendant

**WITH  
LEAVE PETITION (LPETN) NO.372 OF 2021  
WITH  
COURT RECEIVER'S REPORT NO.22 OF 2022  
IN  
COMMERCIAL IP SUIT NO.48 OF 2022**

\* \* \* \*

Mr. Vinod Bhagat a/w. Ms. Fatima Kalolwala and Ms. Prachi Shah i/  
by G. S. Hegde & V. A. Bhagat for Plaintiff.

Mr. Augustin D., Defendant's Representative.

Mr. E. B. Sivakumar, 1<sup>st</sup> Assistant to the Court Receiver present.

\* \* \* \*

**CORAM : R.I. CHAGLA, J.**

**DATED : 30<sup>th</sup> AUGUST, 2022**

**ORDER :**

1. The parties have settled their disputes. Consent Terms dated 30<sup>th</sup> August 2022 are tendered. The Consent Terms are taken

on record and marked 'X' for identification with today's date. These are signed by the Senior Manager Legal and Constituted Attorney of the Plaintiff and Advocate for the Plaintiff as well as Constituted Attorney for the Defendant. The Constituted Attorney for the Plaintiff and the Constituted Attorney for the Defendant is personally present in the Court. Appended to the Consent Terms, are the necessary Power-of-Attorneys authorizing the Signatories to the Consent Terms to execute the Consent Terms. The documents of identification are also appended to the Consent Terms. 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. Leave Petition No.372 of 2021 under clause XIV of the Letters Patent is made absolute in terms of prayer clause (a).

3. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

4. The Suit is disposed of and decreed in terms of prayer clause (a), (b) and (c) in accordance with the Consent Terms.

5. In view of disposal of Commercial IP Suit, Interim Application No.1559 of 2022 does not survive. Hence, it is also disposed of.
6. The Court Receiver appointed by this Court is discharge without drawing up of accounts and upon payment of costs and charges and expenses to be borne by the Plaintiff. The Court Receiver's Report No.22 of 2022 is disposed of.
7. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.
8. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
9. 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.
10. 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.

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

**(R.I. CHAGLA, J.)**