

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 175 OF 2023

WITH

INTERIM APPLICATION NO. 2511 OF 2023

WITH

COURT RECEIVER'S REPORT NO. 225 OF 2023

WITH

LEAVE PETITION (L) NO. 12368 OF 2023

Parle Agro Private Limited

...Plaintiff

Versus

Evika Food & Ors.

...Defendants

Mr. Ramesh Gajria, Raina Gajria i/by Gajria and Co. for the Plaintiff.
Ms. Archita Gharat a/w Mr. Prabhakar M. Jadhav for the Defendants.
Mrs. S.M. Vengurlekar, Section Officer, Court Receiver present.

CORAM : R.I. CHAGLA J

DATE : 1 September 2023

ORDER :

SHARAYU
PANDURANG
KHOT

Digitally signed
by SHARAYU
PANDURANG
KHOT
Date:
2023.09.07
18:25:36
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1. The Suit has been settled between the parties. Consent Terms bearing today's date are tendered, taken on record and marked 'X' for identification. Consent Terms have been signed by the

authorised signatory of the Plaintiff and by the Advocates for the Plaintiff as well as by the Defendant Nos. 1 to 5 and the Advocate for the Defendants.

2. Appended to the Consent Terms are the impugned marks and labels described in Exh.J and Exh.L to the Plaint. Further appended to the Consent Terms is the copy of Board Resolution passed at the meeting of the Plaintiff Company authorising the signatory to execute the Consent Terms. Further, appended to the Consent Terms is the authority letter of the partner of Defendant No.1 authorising the signatory to the Consent Terms to execute the Consent Terms and the documents of identification of the signatories.

3. 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.

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

5. Leave Petition (L) No. 12368 of 2023 under Clause XIV of the Letters Patent is made absolute in terms of prayer clause (a) and is accordingly, disposed of.
6. The Suit is disposed of and decreed in terms of prayer clauses (a) and (b) of the Plaint.
7. In view of disposal of the Suit, Interim Application No. 2511 of 2023 does not survive and is accordingly disposed of.
8. Court Receiver appointed by this Court is discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.
9. Court Receiver's Report No. 225 of 2023 is disposed of.
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.]