

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

**COMMERCIAL IP SUIT NO. 311 OF 2022
WITH
INTERIM APPLICATION (L) NO. 15916 OF 2022
WITH
LEAVE PETITION (L) NO. 15924 OF 2022
WITH
COURT RECEIVER'S REPORT NO. 184 OF 2022
IN
COMMERCIAL IP SUIT NO. 311 OF 2022**

Unilever IP Holdings B.V. & Anr. ... Plaintiffs

Versus

M/s. Bindas Food and Agro Manufacturing ... Defendant

Dishita Shah i/b Gautam & Co. for the Plaintiffs.
Nidhi Bangera a/w M.D. Farhaduddin i/b Asian Patent Law for the
Defendant.

CORAM : R.I. CHAGLA, J.

DATED : 11th AUGUST, 2023.

ORDER :

1 Matter mentioned out of turn at 2.30 p.m.

2 The Plaintiffs and the Defendant have settled their dispute in the above Suit. The Consent Terms bearing today's date have been tendered and taken on record and marked 'X' for identification.

3 The Consent Terms have been signed by Plaintiff No.1 through their Authorised Representative and the Proprietor of the Defendant as well as by the respective Advocates. The necessary Power of Attorney authorising the signatories to execute the Consent Terms have been appended to the Consent Terms. Further the documents for identification of the Proprietor of the Defendant has also appended to the Consent Terms.

4 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.

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

6 Leave Petition under Clause XIV of the Letters Patent is allowed.

7 The Defendant has submitted to a decree in terms of prayer clauses (a), (b) and (d) of the Plaint.

8 Accordingly, the Suit is disposed of and decreed in terms of prayer clauses (a), (b) and (d) of the Plaint.

9 Interim Application (L) No.15916 of 2022 does not survive and is accordingly disposed of.

10 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.

11 Court Receiver's Report No. 184 of 2022 shall be disposed of.

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

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

14 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.

15 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.)

Digitally signed
by WAISHALI
SUSHIL
WAGHMARE
Date:
2023.08.18
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+0530