

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 14800 OF 2023

WITH

COURT RECEIVER'S REPORT NO. 294 OF 2023

WITH

LEAVE PETITION (L) NO. 14883 OF 2023

WITH

INTERIM APPLICATION (L) NO. 14857 OF 2023

The Supreme Industries Limited

...Plaintiff

Versus

Roto Shine Super India Private Limited & Anr.

...Defendants

Mr. Vinod Bhagat a/w Mr. Atif Sayyed, Ms. Shipra Yawalkar for Vinod Bhagat for the Plaintiff.

Mr. Ramshekhar Pandey for the Defendants.

CORAM : R.I. CHAGLA J

DATE : 16 October 2023

ORDER :

SHARAYU
PANDURANG
KHOT

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by SHARAYU
PANDURANG
KHOT
Date:
2023.10.20
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1. The Plaintiff and Defendants have settled their disputes. Consent Terms bearing today's date have been tendered and are taken on record and marked 'X' for identification. The Consent Terms

have been executed by the Constituted Attorney of the Plaintiff and the Advocate for the Plaintiff as well as by the Managing Director of Defendant No. 1, Proprietor of Defendant No. 2 and Advocate for Defendant No. 2.

2. Appended to the Consent Terms is the Resolution of the Board of Directors of Defendant No. 1 at meeting held on 9th October 2023 authorising the signatory to the Consent Terms to execute the Consent Terms. Further appended to the Consent Terms are the documents of identification of Defendant No. 2 and copy of Demand Draft dated 29th September 2023 for a sum of Rs. 2,00,000/- bearing D.D. No. 000238 drawn on Bank of India in favour of the Plaintiff by the Defendants. This is in accordance with Clause 7(a) of the Consent Terms. Further the learned Counsel for the Plaintiff confirms that the balance amount of Rs. 3,00,000/- by way of compensation has been received by RTGS/Bank transfer in conformity with Clause 7(b) to the Consent Terms. Signatory to the Consent Terms are present in Court.

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. Leave Petition (L) No. 14883 of 2023 under Clause XIV of the Letters Patent is made absolute in terms of prayer clause (a) and is accordingly, disposed of.

5. The learned Counsel for the Defendant No. 1 states that the correct corporate name of Defendant No. 1 is “Roto Shine Super Polymer India Private Limited”. This is also mentioned in Clause 2 of the Consent Terms and Defendant No. 1 has notified the Plaintiff of the same.

6. The learned Counsel for the Plaintiff has sought leave to amend the cause title of the Plaint for reflecting the correct corporate name.

7. Amendment is allowed and shall be carried out forthwith. Re-verification is dispensed with.

8. The Defendants have submitted to a decree in favour of the Plaintiff in terms of prayer clauses (a), (b), (c) and (d) of the

Plaint.

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

10. In Clause 6 of the Consent Terms, the Defendants have agreed and undertaken to destroy and/or deface the goods bearing the impugned marks MANYA SUPREME PREMIUM and MANYA SUPREM PREMIUM as seized by the Court Receiver at the Defendants' premises. The unbranded goods would be then duly returned to the Defendants for future use under a different mark. The Defendants further agree to destroy all such materials bearing the impugned marks MANYA SUPREME PREMIUM and MANYA SUPREM PREMIUM. The aforesaid destruction and defacement is agreed by the parties to be undertaken in the presence of the Plaintiffs representative and within a period of two weeks from the date of execution of this Consent Terms.

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

12. Interim Application (L) No. 14857 of 2023 does not survive and is accordingly disposed of.

13. 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.

14. Court Receiver's Report No. 294 of 2023 is disposed of.

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

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

17. 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.

18. 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.]