

K.S. Jadhav

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

COMMERCIAL IP SUIT NO.518 OF 2022

**Travel Blue Products India Private Ltd. ...Applicants/Plaintiffs
& Anr.,**

Versus

PEPS Industries Private Limited ...Defendant

**WITH
INTERIM APPLICATION NO.1635 OF 2023
IN
COMMERCIAL IP SUIT NO.518 OF 2022
WITH
COURT RECEIVER'S REPORT NO.333 OF 2022
IN
COMMERCIAL IP SUIT NO.518 OF 2022**

Ms. Meeta Kadhi i/b Mansukhlal Hiralal & Co., Advocate for
Applicants/Plaintiffs.

P.G. Sabnis, Advocate for Defendants.

Mrs. Rucha Ambekar, Section Officer of the Court Receiver Office
present.

CORAM : R.I. CHAGLA, J.

DATE : 21ST JULY, 2023.

ORDER :

**KAVITA
SUSHIL
JADHAV**

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2023.07.26
18:11:43 +0530

1. The parties to the Commercial IP No.518 of 2022 have
settled their dispute. The Consent Terms bearing today's date is

tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Plaintiff Nos. 1 and 2 and Advocate for the Plaintiffs as well as Defendant and Advocate for Defendant.

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

4. Under Clause 10.4 of the Consent Terms, the Plaintiffs have acknowledged that the Defendant has paid Rs.7,00,000/- (rupees Seven Lakh only) by Cheque bearing No.089958 drawn in favour of the Advocates for the Plaintiffs towards full and final settlement simultaneous to the execution of the Consent Terms.

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

6. The 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 Plaintiffs.

7. The Court Receiver's Report No.333 of 2022 is disposed of.
8. The Interim Application No.1635 of 2023 does not survive and is accordingly disposed of.
9. Drawn up decree/order is dispensed with unless the parties seek drawn up decree/order, in which case they are entitled to apply.
10. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
11. 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.
12. 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.]