

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 21913 OF 2023

WITH

INTERIM APPLICATION (L) NO. 22672 OF 2023

WITH

COURT RECEIVER'S REPORT NO. 359 OF 2023

Glenmark Pharmaceuticals Ltd.

...Applicant/
Plaintiff

Versus

MGM Pharma and Ors.

...Defendants

Ms. Poonam Teddu i/b Mr. Mahesh A. Mahadgut for the Plaintiff.
for the Defendant.

Mr. Jaskirat Singh, Defendant No. 2 present in Court.

Mrs. Naina Poojary, Section Officer, Court Receiver present.

CORAM : R.I. CHAGLA J

DATE : 16 October 2023

ORDER :

SHARAYU
PANDURANG
KHOT

Digitally signed
by SHARAYU
PANDURANG
KHOT
Date:
2023.10.19
15:08:53 +0530

1. The Plaintiff and the Defendants have arrived at the settlement in the above Suit. The Consent Terms bearing today's date have been tendered and taken on record and marked 'X' for

identification. The Consent Terms have been signed by the General Manager-Legal of the Plaintiff and the Advocate for the Plaintiff as well as by the Defendant No. 2 in his own capacity and as Sole Proprietor of Defendant No. 1 as well as authorised signatory for Defendant No. 3. Defendant No. 2 is present in Court.

2. Appended to the Consent Terms is the Resolution passed by the Board of Directors of the Plaintiff at meeting held on 15th February 2011 authorising the signatory to the Consent Terms to execute the Consent Terms. Further appended to the Consent Terms is the Board Resolution of Defendant No. 3 at the meeting held on 7th October 2023 authorising Defendant No. 2 to execute the Consent Terms on behalf of the Defendant No. 3.

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. Defendants have submitted to a decree on admission in favour of the Plaintiff in terms of prayer clauses (a) and (b) of the Plaintiff.

6. Accordingly, the Suit is disposed of and decreed in terms of prayer clauses (a) and (b) of the Plaintiff.

7. The Defendants have agreed and undertaken to this Court that they shall forthwith retract/recall from their distributors, dealers, agents, wholesalers and/or retailers the impugned goods, including labels, wrappers, cartons, stationery, advertising material, packing material, other literature if any and things bearing the impugned trade mark MGM TELMA H or any other trade mark identical with and/or deceptively similar to the Plaintiff's said registered trade mark TELMA, which are not yet sold to the customers, and same shall be destroyed in presence of representatives of both the sides within 15 days from the said deadline (not beyond 20 November 2023). The Defendants will submit the destruction compliance report containing the details of the recalled goods to the Plaintiff within seven days from the date of destruction.

8. Court Receiver appointed by this Court is accordingly, 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. 359 of 2023 is disposed of.

10. Defendant Nos. 1 and 2 in accordance with Clause 9 of the Consent Terms have transferred to the Plaintiff by NEFT a sum of Rs. 3,00,000/- on 3rd October 2023 as full and final settlement for the Plaintiff's claim in the Suit. The Plaintiff has acknowledged the same.

11. Interim Application No. 22672 of 2023 does not survive and is accordingly 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.]