

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 529 OF 2022

WITH

INTERIM APPLICATION NO. 4823 OF 2022

WITH

LEAVE PETITION (L) NO. 28992 OF 2022

WITH

COURT RECEIVER'S REPORT NO. 341 OF 2022

Godrej Consumer Products Limited

...Plaintiff

Versus

Hirak Industries & Anr.

...Defendants

Mr. Ashutosh Kane and Ms. Maitri Asher i/by W.S. Kane & Co. for the Plaintiff.

Mr. Mayank Samuel i/by Sirius Legal for the Defendant No. 1.

Mr. Ajinkya Udane for the Defendant No. 2.

Mrs. Rekha Rane, 2nd Asstt. to C.R. present.

CORAM : R.I. CHAGLA J

DATE : 13 July 2023

ORDER :

1. The parties to the Commercial IP R Suit No. 529 of 2022 have settled their disputes. Consent Minutes of Order bearing today's

date are tendered. The Consent Minutes of Order are taken on record and marked 'X' for identification. Consent Minutes of Order have been signed by the learned Counsel for the Plaintiff, the learned Counsel for the Defendant No. 1 and learned Counsel for the Defendant No. 2.

2. This order is passed in terms of the Consent Minutes of Order marked X.

3. Leave Petition (L) No. 28992 of 2022 under Clause XIV of the Letters Patent is allowed.

4. The undertakings, if any, in the Consent Minutes of Order being accepted as undertakings to the Court.

5. Defendants have undertaken to destroy the impugned goods packaging/trade dress sealed by the Court Receiver kept in the premises of the Defendants. Learned Counsel appearing for both the Defendants state that though it is mentioned in the Minutes of Order, the impugned packaging and trade dress will be destroyed in the presence of representatives of the Plaintiff within 15 days from today

at their own costs and this will be done at the earliest.

6. Defendants have agreed to the order and decree passed in terms of prayer clauses (a), (b), (c), (d), (e) and (g) of the Plaint.

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

8. Interim Application No. 4823 of 2022 does not survive and is accordingly disposed of.

9. Court Receiver appointed by this Court is discharged without drawing up of accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

10. Upon discharge of the Court Receiver, the keys of the Defendants' premises which have been handed over to the Court Receiver after the said premises were locked and sealed by the Court Receiver, shall be returned to the Defendants.

11. Compliance Report i.e. Court Receiver's Report No. 341 of 2022 stands disposed of. Costs of the Report Rs. 5,000/- shall be deposited by the Plaintiff.

12. Defendant No. 2 has paid sum of Rs. 1,00,000/- to the Plaintiff at the time of execution of the Consent Terms.

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

14. A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.

15. The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

16. 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.]