

Colgate Palmolive Company and another Vs.	...	Plaintiffs
Personal Brushes Private Limited and others	...	Defendants

Mrs. S. S. Patil, Section Officer, Court Receiver, Bombay High Court.

DATE : MARCH 20, 2023

P.C. :

. Learned counsel for the parties inform this Court that the disputes are now settled and that consent terms have been executed.

2. The consent terms signed by the authorized representatives of the respective parties and their advocates are handed over. The consent terms are taken on record and marked 'X'.

3. The consent terms appear to be in order. The undertakings stated in the consent terms shall be treated as undertakings to this Court.

4. Learned counsel for the plaintiffs submits that payments specifically recorded in paragraphs 6, 7 and 8 of the consent terms are received by the plaintiffs.

5. In view of the above, the Suit stands decreed as per the consent terms. The decree be drawn up accordingly.

6. A soft copy of the consent terms shall be uploaded as the second order in the matter. The hard copy, duly signed by the authorized representatives of the respective parties and their advocates, shall be

retained in the record and shall not be sent for destruction in the ordinary course.

7. The Receiver stands discharged without passing up of accounts and upon payment of costs, charges and expenses, if any, to be borne by the plaintiff.

8. The Court fees shall be refunded as per the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees on the basis of an authenticated copy of this order without insisting upon a separate application.

9. In the light of the suit being decreed, the pending applications are also disposed of.

(MANISH PITALE, J.)

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