

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 180 OF 2023

WITH

INTERIM APPLICATION (L) NO. 39171 OF 2022

WITH

INTERIM APPLICATION (L) NO. 28551 OF 2023

WITH

LEAVE PETITION (L) NO. 39166 OF 2022

IN

COMMERCIAL IPR SUIT NO. 180 OF 2023

Metro Brands Limited

...Plaintiff

Versus

Metro Shoes

...Defendant

Mr. Harish K. Raman, Alhan Kayser i/by Avesh Kayser for the
Plaintiff.

Mr. Pravin Sabban for the Defendant.

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

CORAM : R.I. CHAGLA J

DATE : 10 November 2023

ORDER :

1. The Plaintiff and the Defendant have arrived at a
settlement in the above Suit. The Consent Terms dated 3rd November

SHARAYU
PANDURANG
KHOT

Digitally signed
by SHARAYU
PANDURANG
KHOT
Date: 2023.12.01
11:00:00 +0530

2023 is tendered and taken on record and marked 'X' for identification. The Consent Terms are signed by the authorised signatory of the Plaintiff and by the Proprietor of the Defendant as well as by their respective Advocates. The Advocates for the Plaintiff and Advocates for the Defendants have identified the signatures of the signatories to the Consent Terms.

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. Leave Petition No. 39149 of 2022 under Clause XIV of the Letters Patent is made absolute in terms of prayer clause (a) and is accordingly, disposed of.

5. The Defendant has agreed to submit to a decree in terms of prayer clauses (a) of the Plaintiff.

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

7. The Defendant has prior to execution of the Consent Terms removed/destroyed name plates/signboards of the stores bearing the impugned mark and has destroyed all labels, advertising material, cartons, packaging material, letter-heads, stationery, dies, warranty cards, signage, stickers, literature and any other printed material reflecting the impugned marks in any form whatsoever.

8. The learned Advocates for the Plaintiff and the Defendant confirmed that the Defendant has carried out destruction/removal of the impugned mark which has been mentioned in Clause 5(ii) and (iii) of the Consent Terms.

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. Court Receiver's Report No. 107 of 2023 is disposed of.

11. Interim Application (L) No. 39171 of 2022 and Interim Application (L) No. 28551 of 2022 do not survive and are 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.]