

Kavita S.J.

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

COMMERCIAL IPR SUIT NO.19 OF 2024

Zuventus Healthcare Limited ... Plaintiff

Versus

Zumentes Healthcare ... Defendant

AND

**INTERIM APPLICATION (L) NO.35424 OF 2023
IN
COMMERCIAL IPR SUIT NO.19 OF 2024**

Mr. Rajas Panandikar i/b Shekhar Bhagat for Plaintiff.
Mr. Susmit Phatale for Defendant.
Mr. Rakesh Mittal on behalf of Defendant present.

CORAM : R.I. CHAGLA, J.

DATED : 20TH JUNE, 2024.

ORDER :

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

**KAVITA
SUSHIL
JADHAV**

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have been signed by the authorized signatory of the Plaintiff and Advocate for the Plaintiff as well as by the Proprietor of the Defendant and Advocate for the Defendant. Appended to the Consent Terms is the Resolution passed at the meeting of Board of Directors of the Plaintiff's Company authorizing the signatory to execute the Consent Terms. Further appended to the Consent Terms is the documents of identification of the Proprietor of the Defendant who has signed 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. The Defendant has agreed to suffer a decree on admission in terms of prayer Clauses (a), (b) and (c) of the Interim Application.

5. The Defendant in Clause 4 of the Consent Terms has undertaken that they will destroy or modify all existing materials,

including but not limited to inventory, packaging and promotional items, that bear the ZUMENTES HEALTHCARE. The Defendant has further undertaken that they will exhaust its existing inventory within a period of 90 days from the date of execution of the Consent Terms.

6. Accordingly, the Suit is disposed of and decreed in terms of prayer Clauses (a), (b) and (c) of the Interim Application.

7. In view of the disposal of the Suit, the Interim Application (L) No.35424 of 2023 does not survive and is accordingly disposed of.

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

9. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

10. 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.

11. 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.]