

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

SANTOSH
SUBHASH
KULKARNI

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SANTOSH SUBHASH
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**COMM (IP) NO. 23 OF 2024
WITH
INTERIM APPLICATION NO. 973 OF 2024
WITH
LEAVE PETITION (L) NO. 29073 OF 2023
IN
COMM (IP) NO. 23 OF 2024**

Jyothy Labs Limited ...Plaintiff
Versus
Ayusri Health Products Limited ...Defendant

Ms. Vedangi Soman, i/b W. S. Kane & Co., for the Plaintiff.
Mr. Rohit Dalmia, for Defendant No.2.
Mr. Shreyas Trivedi, Company Secretary of Plaintiff, present.
Mr. Shankar Kumar Dokania, Defendant No.1.
Mr. Altaf Mohammed Umer Lakha, Partner – Defendant No.2.

**CORAM: N. J. JAMADAR, J.
DATED: 28th JUNE, 2024**

PC:-

1. Heard the learned Counsels for the parties.
2. The learned Counsel for the parties submit that the parties have amicably resolved the dispute and have also executed the Consent Terms. The learned Counsel for the parties seeks to tender the Consent Terms.

Leave granted.

3. Consent Terms are taken on record and marked "X".

4. Mr. Shreyas Trivedi, the Company Secretary of the plaintiff is present.
5. Mr. Shankar Kumar Dokania, the Director of Defendant No.1 – Ayusri Health Products Limited and Mr. Altaf Mohammed Umer Lakha, Partner of Bellaza Impex – defendant No.2, are present before the Court. They admit the contents of the Consent Terms (“X”) and their signatures thereon. They are identified by their respective Advocates.
6. Upon being specifically inquired, defendant Nos.1 and 2 admit that they concede to a decree on admission in terms of prayer Clauses (a) and (b) and will abide by the undertakings in the Consent Terms (X).
7. It appears that the Consent Terms (X) have been voluntarily executed and there is no coercion or duress.
8. There shall be a decree on admission in terms of prayer clauses (a) and (b) of the plaint. The Consent Terms (X) shall form part and parcel of the decree.
9. The undertakings given in the Consent Terms (X) are accepted as undertakings to the Court.
10. Drawn up decree dispensed with.
11. In view of withdrawal of the suit, Interim Application No.973 of 2024 also stands disposed.

12. Clause XIV petition also stands disposed.
13. The plaintiff is entitled to refund of Court-fees in accordance with Rules.

[N. J. JAMADAR, J.]