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

COM IPR SUIT NO.39 OF 2024
WITH
LEAVE PETITION (L) NO.26371 OF 2023
AND
INTERIM APPLICATION NO.1423 OF 2024
WITH
COURT RECEIVER'S REPORT NO.408 OF 2023

Asian Paints Ltd.

...Applicant /
Plaintiff

Versus

Arif Mohammed Zabiulla

...Defendant

Mr. Vinod Bhagat, Ms. Prachi Shah and Ms. Twisha Singh i/b. V.A.
Bhagat for the Applicant / Plaintiff.

Mr. Yash Patade, Constituted Attorney of the Plaintiff is present.

Arif Mohammed Zabiulla Defendant present in person.

Mrs. M. M. Manjrekar, S.O. 'E' Group is present.

CORAM : R.I. CHAGLA J.

DATE : 18TH DECEMBER, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at a settlement
in the above Suit. The Consent Terms dated 17th December, 2024 is

tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and the Advocate for the Plaintiff as well as by the Defendant. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms are documents of identification of the Defendant. The signatory of the Plaintiff and Defendant are present in Court.

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, if any, in the Consent Terms being accepted as undertakings to the Court.

4. The Leave Petition (L) No.26371 of 2023 is allowed by consent of parties.

5. The Suit is disposed of and decreed in favour of the Plaintiff in terms of prayer Clauses (a) (a) (i), (b) (i) and (c) to the

Plaint.

6. In Clause 5 of the Consent Terms, the Defendant has undertaken to deface the goods bearing the impugned mark ROYALE as seized and sealed by the Court Receiver at the Defendant's premises. The Defendant also undertakes to deface the goods bearing the additional impugned mark APEX ULTIMA which was found during the execution of the Court's commission and is added in the Suit Complaint and Interim Application through Draft Amendments. The unbranded contents thereof would then be duly returned to the Defendant for future use under different trade mark/s. The Defendant further agrees to destroy all such materials including shade cards, poly bags, pouches, labels, stickers, advertising and packaging materials, dyes, screens, blocks, moulds, papers, vouchers, bill books, carry bags and other goods bearing the impugned marks ROYALE and APEX ULTIMA. The aforesaid destruction and defacement is agreed by the parties to be undertaken in the presence of the Plaintiff's representative and within a period of two weeks from the date of execution of this Consent Terms.

7. In view thereof, the Court Receiver appointed by this

Court stands discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

8. The Court Receiver's Report No.408 of 2023 stands disposed of.

9. In Clause 6 of the Consent Terms, it is mentioned that the Defendant has paid an amount of Rs.1,00,000/- in favour of the Plaintiff by way of demand draft. The particulars of which have been mentioned in the said clause.

10. Mr. Vinod Bhagat the learned Counsel appearing for the Plaintiff acknowledges having received the aforementioned demand draft in favour of the Plaintiff.

11. The Interim Application (L) No. 1423 of 2024 does not survive and is disposed of accordingly.

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.]