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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.31688 OF 2023
IN
COM IPR SUIT NO.127 OF 2024

Shalimar Pack and Anr.

...Applicants /
Plaintiffs

Versus

Skycraft Industries Pvt. Ltd. & Ors.

...Defendants

Shekhar Bhagat, i/b. Shekhar Bhagat and Neelaja Kirpekar for the
Plaintiff.

Palash Moolchandani i/b. Argus Partners for Defendant Nos.1 to 3.
Charushila Vaidya, 2nd Asstt. to Court Receiver is present.

CORAM : R.I. CHAGLA J.
DATE : 2ND SEPTEMBER, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at the 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 have been signed by the partner and Power of Attorney holder of the Plaintiff as well as Advocate for the Plaintiff. The Consent Terms have also been signed by the Managing Director of the Defendant No.1 on behalf of Defendant No.1 and Director of

Defendant No.2 on behalf of Defendant No.2 as well as by the partner of Defendant No.3 on behalf of Defendant No.3 and Advocate for the Defendants. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the Power of Attorney holder to execute the Consent Terms. Further, appended to the Consent Terms is the necessary authorization of Plaintiff No.2 authorizing the signatory to the Consent Terms to execute the Consent Terms. Also appended to the Consent Terms is the authorization of the Defendant Nos.1 and 2 authorizing the signatories to the Consent Terms to execute 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, if any, in the Consent Terms being accepted as undertakings to the Court.

4. The Defendants have agreed to a decree on admission in terms of prayer Clauses (a) and (b) of the Plaint. Accordingly, the Suit is disposed of and decree in terms of prayer Clauses (a) and (b) to

the Plaintiff.

5. In Clause 2.4 of the Consent Terms, the Defendants have agreed and undertaken that they shall destroy all the finished and unfinished goods articles, dies, moulds, plates, bags, sachets, labels, cartons, tubes, strips, adverting material, packing material, blocks, stickers, other literature and things bearing the impugned artistic work as shown in Exhibit 'F' to the Plaintiff or any other packaging that is deceptively similar to the Plaintiffs artistic works as mentioned in Exhibits 'C' and 'D' of the Plaintiff, within a period of 30 days from the date of execution of these Consent Terms, in the presence of the Plaintiff's authorized representative.

6. In view thereof, the Court Receiver appointed by this Court is discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

7. The Court Receiver's Report No.19 of 2024 is disposed of.

8. Interim Application (L) No.31688 of 2022 does not

survive and is accordingly disposed of.

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

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

11. 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.

12. 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.]