

COMMERCIAL IPR SUIT NO.333 OF 2023

J.B. Chemicals & Pharmaceuticals Ltd., ... Plaintiff

Versus

Temple Lifesciences & Anr., ... Defendants

WITH

INTERIM APPLICATION NO. 815 OF 2024

IN

COMMERCIAL IPR SUIT NO.333 OF 2023

WITH

LEAVE PETITION (L) NO.30968 OF 2023

IN

COMMERCIAL IPR SUIT NO.333 OF 2023

Mr. Mahesh Mahadgut a/w Mr. Kaivalya M. Shetye for the Plaintiff.

Mr. Yogesh Birajdar a/w Mudit Tayal and Shruti Jain for Defendant No.2.

Ms. Shruti Jain, Defendant No.2 (thru V.C.) present.

KAVITA
SUSHIL
JADHAV

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Mr. Vikas Kumar Jaiswal, Director of Defendant No.2 present.

Mr. Vishal Chavan (thru V.C.) present.

Ms. Charushila Vaidya, IInd Assistant to the Court Receiver present.

CORAM : R.I. CHAGLA, J.

DATED : 30TH JULY, 2024.

ORDER :

1. The Plaintiff and Defendant No.2 have arrived at a settlement in the above Suit. The Consent Terms dated 29th April, 2024 are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorized signatory of the Plaintiff and the Advocate for the Plaintiff as well as by the Director of Defendant No.2 and Advocate for the Defendant No.2. Necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms is appended to the Consent Terms. The documents of identification of the Defendant No.2 are also appended to the Consent Terms. The signatories to the Consent Terms are present virtually.

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 (L) No.30968 of 2023 under Clause XIV of the Letters Patent is allowed by consent of the parties.
5. The parties have agreed that there should be Decree on Admission in favour of the Plaintiff in terms of prayer Clause (a) and (b) of the Plaint.
6. The Suit is disposed of and decreed against the Defendant No.2 in terms of prayer Clause (a) and (b) of the Plaint.
7. The learned Counsel appearing for the Plaintiff confirms that the Plaintiff has received via NEFT a sum of Rs.90,000/- on 19th July, 2024.
8. The Interim Application No.815 of 2014 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.]