

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 90 OF 2024
WITH
INTERIM APPLICATION NO. 1153 OF 2024
WITH
COURT RECEIVER'S REPORT NO. 11 OF 2024

Pitambari Products Private Limited ...Plaintiff

Versus

SPKM Products & Ors. ...Defendants

Mr. Ashutosh Kane a/w Ms. Maitri Asher and Mr. I.K. Paranjape i/by
W.S. Kane & Co. for the Plaintiff.

Mr. Rajas Panandikar, Mr. Ayush Tiwari i/by Ayush Tiwari for the
Defendants.

Mr. Shardul Gaikaiwari, Plaintiff's Authorised Signatories in person
present.

Mr. Samadhan Godse, Defendant No. 6 in person and Representative
of Defendant No. 8,

CORAM : R.I. CHAGLA J

DATE : 23 August 2024

ORDER :

1. The Plaintiff and the Defendants have arrived at a

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settlement in the above Suit. The Consent Terms bearing today's date have been tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorised signatories of the Plaintiff and the Advocate for the Plaintiff as well as by the Defendant Nos. 1 to 8 and Advocates for the Defendants.

2. Appended to the Consent Terms are the necessary authorisations authorising the signatories to the Consent Terms to execute the Consent Terms as well as the documents of identification of those signatories who have signed on behalf of Defendant Nos. 2 and 5.

3. 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.

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

5. The Defendants have submitted to a decree in terms of prayer clauses (b) and (c) of the Plaint.

6. Accordingly, the Suit is disposed of and decreed in terms of prayer clauses (b) and (c) of the Plaint.

7. In Clause 6 of the Consent Terms, the Defendants have agreed and undertaken to remove the label shown at Exh.J to the Plaintiff from the bottles seized by the Court Receiver as per the Court Receiver's Report dated 9th January 2024 and in the presence of the Plaintiff's representative. The Defendants have further agreed and undertaken to this Court to destroy the aforesaid label shown at Exh.J removed from the bottles and also any other loose label, material, etc. containing the label shown at Exh.J to the Plaintiff in the presence of the Plaintiff's representative.

8. Further, in Clause 7 of the Consent Terms, the parties have agreed and undertaken that the Defendants shall be entitled to use the bottles containing pooja oil, seized during the execution of the *ad-interim* order in terms of prayer clause (d) of Interim Application No. 1153 of 2024 dated 15th December 2023 passed by this Court, but only upon removing and destroying the old label

annexed at Exh.J to the Plaint in the presence of the Plaintiff's representative.

9. In view thereof, the Court Receiver appointed by this Court is discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

10. Court Receiver's Report No. 11 of 2024 dated 9th January 2024 is disposed of.

11. Interim Application No. 1153 of 2024 does not survive and is accordingly disposed of.

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.]