

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 7315 OF 2024

WITH

INTERIM APPLICATION (L) NO. 7491 OF 2024

WITH

LEAVE PETITION (L) NO. 7497 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 170 OF 2024

IN

COMMERCIAL IPR SUIT (L) NO. 7315 OF 2024

Marico Ltd.

...Plaintiff

Versus

Zenith Industries & Ors.

...Defendants

Mr. Hiren Kamod (thru VC), with Mr. Nishad Nadkarni, Mr. Aasif Navodia, Ms. Khushboo Jhunjhunwala, Ms. Rakshita Singh and Ms. Jaanvi Chopra i/b. Khaitan and Co. for the Plaintiff.

Mr. Anoop Sharma for the Defendant Nos. 3 and 4.

Ms. Charushila M. Vaidya, 2nd Asstt. Court Receiver present.

Mr. Mohit Soni, Authorised Signatory of the Plaintiff present thru VC.

Mr. Ketubhai Shah, Defendant No. 3 present thru VC.

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PANDURANG
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CORAM : R.I. CHAGLA J

DATE : 12 December 2024

ORDER :

1. The Plaintiff and the Defendant Nos. 3 and 4 have arrived at a settlement in the above Suit. The Consent Terms dated 12th November 2024 is tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorised signatory on behalf of the Plaintiff and Advocate for the Plaintiff as well as by the Proprietor of Defendant No. 3, and Defendant No. 4 as well as by the Advocate for the Defendant Nos. 3 and 4. The signatories on behalf of the Plaintiff and Defendants are virtually present in Court.

2. Appended to the Consent Terms is the necessary authorisation of the Plaintiff authorising the signatory on behalf of the Plaintiff to execute the Consent Terms. Further, the documents of identification of the Proprietor of Defendant No. 3 is also appended to the Consent Terms.

3. The copy of the Demand Draft which is paid by the Defendant in favour of the Plaintiff has also been appended to the Consent Terms.

4. 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.

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

6. Leave Petition (L) No. 7497 of 2024 under Clause XIV of the Letters Patent is allowed by consent of the parties.

7. The Defendant Nos. 3 and 4 have submitted to a decree in favour of the Plaintiff in terms of prayer clauses (a), (b), (c), (d), (e), (f), (g), (h), (i) and (k) of the Complaint.

8. Accordingly, the Suit is disposed of and decreed against the Defendant Nos. 3 and 4 in terms of prayer clauses (a), (b), (c), (d), (e), (f), (g), (h), (i) and (k) of the Complaint.

9. In Clause 9 and 10 of the Consent Terms, the Defendant Nos. 3 and 4 have undertaken to destroy the impugned goods/material seized, sealed and kept at the Defendants' premises by the Court Receiver within a period of seven days from the date of

the Consent Terms.

10. In view thereof, Court Receiver appointed by this Court is discharged against Defendant Nos. 3 and 4 without drawing up of accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

11. Court Receiver's Report No. 170 of 2024 is disposed of.

12. The Defendants have paid a sum of Rs. 25,000/- (Rupees Twenty Five Thousand only) to the Plaintiff as per Clause 15 of the Consent Terms by way of the Demand Draft and which is being handed over by the Advocate for the Defendant Nos. 3 and 4 to the Advocate for the Plaintiff and this is acknowledged by the Advocate for the Plaintiff.

13. Interim Application (L) No. 7491 of 2024 against Defendant Nos. 3 and 4 does not survive and is accordingly disposed of.

14. Drawn up decree/ order against the Defendant

Nos. 3 and 4 is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

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

16. 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.

[R.I. CHAGLA J.]