

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 13739 OF 2024
WITH
INTERIM APPLICATION (L) NO. 13905 OF 2024

Cello Plastic Industrial Works & Anr. ...Plaintiffs

Versus

G.S. Engineering Works & Anr. ...Defendants

Mr. Gautam Panchal a/w Ms. Duhita Shah i/by Gautam & Co. for the
Plaintiffs.

Mr. Rahul S. Mahadik for the Defendants.

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

CORAM : R.I. CHAGLA J

DATE : 22 July 2024

ORDER :

1. The learned Advocate appearing for the Defendants has undertaken to file Vakalatnama which shall be filed within a period of one week from the date of this order.

2. The Plaintiffs and the Defendants have arrived at a settlement in the above Suit. The Consent Minutes of Order bearing today's date have been tendered and taken on record and marked 'X'

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for identification. The Consent Minutes of Order have been signed by the Advocate for the Plaintiffs and Advocate for the Defendants.

3. This order is passed in terms of the Consent Minutes of Order marked X.

4. Leave Petition No. 15302 of 2024 under Clause XIV of the Letters Patent is allowed.

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

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

7. In paragraph 4 of the Consent Minutes of Order, parties have agreed that in so far as the impugned goods bearing the impugned mark and impugned label which have been seized by the Court Receiver, the Defendants undertake to remove the impugned trademark/logo from the product and completely destroy the packaging material of impugned goods bearing the impugned marks

and artistic label in the presence of the Plaintiffs' representative within a period of two weeks from the date of this order at the cost of the Defendants.

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

9. Court Receiver's Report No. 233 of 2024 is disposed of.

10. In Clause 6 of the Consent Minutes of Order, the Defendants have agreed to pay to the Plaintiff a sum of Rs. 5,00,000/- by Demand Draft as full and final settlement of the Plaintiffs' claim within a period of one week from the date of this order.

11. The undertakings in the Consent Minutes of Order are accepted as undertakings to this Court.

12. Interim Application (L) No. 13905 of 2024 does not survive and is accordingly disposed of.

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

14. A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.

15. The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

16. 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.]