

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 14384 OF 2024
WITH
INTERIM APPLICATION (L) NO. 14386 OF 2024

Elite Food Products

...Plaintiff

Versus

Mr. Vipulbhai Hasubhai Adatiya

...Defendant

Mr. Vidit Desai i/by ANM Global for the Plaintiff.

Mr. Praveen Lachman Khetwani, Partner and representative of the Plaintiff.

Mr. Vipulbhai Hasubhai Adatiya, Sole Proprietor and representative of the Defendant party in person.

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

Mr. Gajanan Surve, Section Officer present.

CORAM : R.I. CHAGLA J

DATE : 15 July 2024

ORDER :

1. The Plaintiff and the Defendant have entered into the Consent Terms 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 of the Plaintiff and by Advocate for the Plaintiff as well as by the

Defendant. The Defendant is present in Court.

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 Defendant has submitted to a decree in terms of prayer clauses (a), (b), (c), (e) and (f) of the Plaint.

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

6. The Defendant in Clause 3 of the Consent Terms has agreed and undertaken to recall all the impugned goods bearing the impugned marked and impugned label being stocked and/or sold in all the market pan India.

7. Further, in Clause 4 of the Consent Terms, the Defendant

agrees to issue a public notice in the local newspapers, where the Defendant will apologize for his acts of trademark and copyright infringement within 10 days from the signing of the Consent Terms and will further give a written undertaking not to infringe and/or violate the Intellectual Property Rights of Plaintiff in future.

8. 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.

9. Court Receiver's Report No. 246 of 2024 stands disposed of.

10. Interim Application (L) No. 14386 of 2024 does not survive and is accordingly disposed of.

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

12. A soft copy of the Consent Terms will be uploaded

as the second order in the matter.

13. 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.

14. 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.]