

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 13437 OF 2024

WITH

INTERIM APPLICATION (L) NO. 13729 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 253 OF 2024

Tibrewala Electronics Ltd.

...Plaintiff

Versus

Manglesh Kumar & Ors.

...Defendants

Mr. Atmaram Patade a/w Mr. Pranav Manjrekar, Ms. Aryaa Shiroadkar,
Mr. Rohit Rao, Mr. Vedant Chorge, Mr. Aditya Patil i/by Atmaram
Patade for the Plaintiff.

Anchal Arora for the Defendant Nos. 1 and 2.

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

CORAM : R.I. CHAGLA J

DATE : 24 September 2024

ORDER :

1. The Plaintiff and the Defendant have arrived at a settlement in the above Suit. The Consent Terms dated 23rd September 2024 have been tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorised representative and power of attorney holder of the

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Plaintiff and Advocate for the Plaintiff as well as by the Defendant Nos. 1 and 2 and Advocate for the Defendants.

2. Appended to the Consent Terms are the documents of identification of the signatory on behalf of the Defendant Nos. 1 and 2. Further appended to the Consent Terms is the necessary authorisation of Plaintiff authorising the signatory on behalf of the Plaintiff to execute the Consent Terms.

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 (a) to (d) of the Plaint.

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

7. In paragraph 5 of the Consent Terms, the Defendants have undertaken to permanently destroy the impugned marks packaging labels on the impugned goods product seized by the Court Receiver/additional Receiver as per the Court Receiver's Report pursuant to the order dated 29th April 2024 in the presence of the Plaintiff's authorised representative and their respective advocates. The Defendants further agreed to destroy all such materials including labels, boxes, cartons, invoices, stationery, samples folders, banners, devices, packaging material, boardings, stationery packaging and all other promotional materials bearing the impugned marks including the screen bearing the counterfeit mark under parated artwork "TIBCON". The aforesaid destruction is agreed by the parties to be undertaken in the presence of both the parties, their respective advocate within a period of two weeks from the date of execution of this Consent Terms at the entire cost and expenses viz., air tickets visiting fees, raise, and out of pocket expenses etc. shall be borne and paid in advance by the Defendants to the Plaintiff and their respective advocates and for the reason of destruction of the goods, the Defendants are free to remove the seal of the Court Receiver from the sealed and seized impugned goods in the presence of each other and their respective advocates.

8. 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.

9. Court Receiver's Report No. 253 of 2024 stands disposed of.

10. In paragraph 12 of the Consent Terms, it is mentioned that the Defendant has paid Rs. 1,00,000/- by way of costs to the plaintiff through Cheque No. 000283 dated 13th August 2024 drawn on Bank of Baroda, Sultanpur majra, New Delhi – 110 086.

11. The learned Advocate appearing for the Plaintiff confirms that the Plaintiff has received the said cheque subject to realisation.

12. Interim Application (L) No. 13729 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 Terms will be uploaded as the second order in the matter.

15. 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.

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.]