

Kavita S.J.

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL (I.P.) SUIT (L) NO. 15380 OF 2024

Asian Paints Limited

... Plaintiff

Versus

P.M. Paints Industries

... Defendant

WITH
INTERIM APPLICATION (L) NO.15482 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 15380 OF 2024
WITH
LEAVE PETITION (L) NO.15500 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 15380 OF 2024
WITH
COURT RECEIVER'S REPORT NO.259 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 15380 OF 2024

Mr. Dhiren Karamia i/b Khaitan & Co. for the Plaintiff.

Mr. Himanshu Sunil Thakur for the Defendant.

Mr. Yash Patade, Constituted Attorney of Plaintiff present.

Ms. Charushila Vaidya, IInd Assistant to the Court Receiver present.

CORAM: R.I. CHAGLA, J.

DATE : 13th SEPTEMBER, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at a settlement 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 Constituted Attorney of the Plaintiff and Advocate for the Plaintiff as well as by the Partners of the Defendant and Advocate for the Defendant. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms are the documents of identification of the Partners of the Defendant-Partnership Firm who have executed the Consent Terms. The signatories to the Consent Terms are present in the 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 in the Consent Terms being accepted as undertakings to the Court.

4. Leave Petition (L) No.15500 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed by consent of the parties.

5. The Defendant has submitted to a Decree in terms of prayer Clauses (a), (b) and (c) to the Plaintiff.

6. Accordingly, the Suit is disposed and decreed in terms of prayer Clauses (a), (b) and (c) of the Plaintiff.

7. In Clause 6 of the Consent Terms, the Defendant has undertaken that the impugned Packaging / Trade Dress on the entire stock of finished and unfinished products, packaging material bearing the impugned Packaging / Trade Dress seized by the Additional Special Receiver / Court Receiver in pursuance of the order dated 8th May, 2024 shall be defaced by the Defendant's representatives in the presence of the Plaintiff's representatives within a period of two weeks from the date of filing of the Consent Terms.

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. The Court Receiver's Report No.259 of 2024 is disposed of.

10. In Clause 8 of the Consent Terms, it is mentioned that the Defendant has paid an amount of Rs.1,50,000/- to the Plaintiff vide

Demand Draft No.004120 drawn in favour of the Plaintiff. The learned Counsel appearing for the Plaintiff confirms receipt of the said Demand Draft.

11. The Interim Application (L) No.15482 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.]