

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 13877 OF 2024

WITH

INTERIM APPLICATION (L) NO. 13976 OF 2024

WITH

LEAVE PETITION (L) NO. 13971 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 283 OF 2024

Asian Paints Limited

...Plaintiff

Versus

Anil Kumar

...Defendant

Mr. Vinod A. Bhagat, Ms. Aishwarya M. Lad i/b Vinod A. Bhagat for the Plaintiff.

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

Mr. Anil Kumar (through VC) the Defendant is present.

CORAM : R.I. CHAGLA J

DATE : 3 September 2024

ORDER :

SHARAYU
PANDURANG
KHOT

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signed by
SHARAYU
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Date:
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1. The Plaintiff and the Defendant have arrived at a settlement in the above Suit. The Consent Terms bearing today's date have been tendered and taken on record and marked 'X' for

identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and Advocates for the Plaintiff as well as by the Defendant. The Defendant is present in Court virtually.

2. Appended to the Consent Terms is the authorisation of the Plaintiff authorising the signatories to the Consent Terms to execute the Consent Terms. Further appended to the Consent Terms is the document of identification of the Defendant who has executed 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. Leave Petition (L) No. 13971 of 2024 under Clause XIV of the Letters Patent is allowed by consent of parties.

6. The Defendant has submitted to a decree in terms of

prayer clauses (a), (b) and (c) of the Plaintiff.

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

8. In Clause 5 of the Consent Terms, the Defendant has undertaken to deface the goods bearing the impugned mark SUPER ASIAN PLUS as seized and sealed by the Court Receiver at the Defendant premises. The unbranded containers/buckets alongwith the contents thereof would then be duly returned to the Defendant for future use under different trade mark/s. The Defendant further agrees to destroy all such materials including shade cards, poly bags, pouches, containers, labels, stickers, advertising and packaging materials, dyes, screens blocks, moulds, papers, vouchers, bill books, carry bags bearing the impugned marks SUPER ASIAN PLUS. The aforesaid destruction and defacement is agreed by the parties to be undertaken in the presence of the Plaintiff's representative and within a period of two weeks from the date of execution of this consent terms.

9. Court Receiver appointed by this Court is discharged

without drawing up of accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

10. Court Receiver's Report No. 283 of 2024 stands disposed of.

11. Interim Applications (L) No. 13976 of 2024 does not survive and is accordingly disposed of.

12. In Clause 6 of the Consent Terms, it is mentioned that the Defendant is paying an amount of Rs. 2,50,000/- in favour of the Plaintiff by the Demand Draft. Particulars of which have been mentioned in the said Clause.

13. Mr. Vinod Bhagat, learned Counsel appearing for the Plaintiff confirms having been received the Demand Draft for Rs. 1,50,000/- on behalf of the Plaintiff.

14. Drawn up decree/ order 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.

17. 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.]