

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 8141 OF 2024

WITH

INTERIM APPLICATION (L) NO. 8298 OF 2024

WITH

LEAVE PETITION (L) NO. 8310 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 313 OF 2024

Asian Paints Limited

...Plaintiff

Versus

Prabharan Ranganathan

...Defendant

Mr. Amey Nargolkar a/w Ms. Parveen Anand i/by Khaitan & Co. for the Plaintiff.

Mr. Prabharan M a/w Mr. Ranganathan P, Signatories of Defendant present in person.

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

CORAM : R.I. CHAGLA J

DATE : 10 October 2024

ORDER :

1. The Plaintiff and the 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 Defendant.

2. Appended to the Consent Terms is the authorisation of the Plaintiff authorising the signatory to the Consent Terms to execute the Consent Terms. Further, the document of identification of the Defendant is also appended to 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. 8310 of 2024 seeking leave under Clause XIV of the Letters Patent Act is allowed by consent of the parties.

6. The Defendant has submitted to a decree in terms of prayer clauses (a) and (b) of the Plaintiff.

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

8. In Clause 6 of the Consent Terms, the Defendant has undertaken that the entire stock of finished and unfinished products, packaging material bearing the impugned mark seized by the additional Special Receiver in pursuance to the order dated 14th June 2024 shall be destroyed by the Defendant's representatives in the presence of the Plaintiff's representative within a period of two weeks from filing of these terms.

9. Accordingly, 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.

10. Court Receiver's Report No. 313 of 2024 is disposed of.

11. In Clause 8 of the Consent Terms, it is mentioned that the Defendant has paid an amount of of INR 1,25,000 (Rupees One Lakh Twenty Five Thousand only) to the Plaintiff vide a Demand Draft No. 552678 dated 19th September 2024 drawn in favour of the Plaintiff.

12. The learned Counsel appearing for the Plaintiff confirms that he has received the said Demand Draft on behalf of the Plaintiff.

13. Interim Application (L) No. 8298 of 2024 does not survive and is accordingly disposed of.

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.]