

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 19648 OF 2024

WITH

INTERIM APPLICATION (L) NO. 20082 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 329 OF 2024

Dow Chemical International Private Limited
& Ors.

...Plaintiffs

Versus

Sweta Bharat Jain & Ors.

...Defendants

Mr. Karan Khiani a/w Mr. Amol Dixit i/by Ms. Rashmi Singh and Mr. Karan Khiani for the Plaintiffs.

Mr. N. Shah i/by Mr. Shreyas Vyas for the Defendants.

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

CORAM : R.I. CHAGLA J

DATE : 30 August 2024

ORDER :

SHARAYU
PANDURANG
KHOT

Digitally
signed by
SHARAYU
PANDURANG
KHOT
Date:
2024.09.04
16:58:10
+0530

1. The Plaintiffs and the Defendants have arrived at a settlement in the above Suit. The Consent Terms bearing today's date have been tendered and are taken on record and marked 'X' for identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff No. 1, Constituted Attorney of

the Plaintiff No. 2 and Constituted Attorney of the Plaintiff No. 3 and also Advocates for the Plaintiffs. Further, the Consent Terms have been signed by the Constituted Attorney of Defendant No. 1, Director of Defendant No. 2, and Defendant No. 3 as well as Advocates for the Defendants.

2. The necessary authorisations have been 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. The Suit is disposed of and decreed in accordance with the Consent Terms.

6. In Clause 4 of the Consent Terms, it is mentioned that the Defendants are paying by way of Demand Draft a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) to the Plaintiffs. The Demand

Draft of the said amount has been handed over by the learned Advocate appearing for the Defendants to the learned Advocate appearing for the Plaintiffs in Court. This is confirmed by the learned Advocate for the Plaintiffs.

7. Further in Clause 4 of the Consent Terms, the Plaintiffs have agreed for release of the impugned products (for rebranding at the Defendants' expenses, as per the new packaging approved by the Plaintiffs in presence of the Plaintiffs' representatives), which impugned products have been seized by the Court Receiver during the execution of commission on 23rd July 2024 at the Defendants' premises mentioned in the said clause.

8. In view thereof, 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.

9. Court Receiver's Report No. 329 of 2024 stands disposed of.

10. Interim Application (L) No. 20082 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.]