

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 13942 OF 2024

WITH

INTERIM APPLICATION (L) NO. 15023 OF 2024

WITH

LEAVE PETITION (L) NO. 14437 OF 2024

Asian Paints Limited

...Plaintiff

Versus

Vikram Kumar

...Defendant

Mr. Parveen Anand i/by Khaitan and Company for the Plaintiff.
Ms. Charushila M. Vaidya, 2nd Asstt. Court Receiver present.
Mr. Sagar Patwardhan, Constituted Attorney of the Plaintiff (VC).
Mr. Vikram Kumar (VC), the Defendant.

CORAM : R.I. CHAGLA J

DATE : 11 September 2024

ORDER :

SHARAYU
PANDURANG
KHOT

Digitally
signed by
SHARAYU
PANDURANG
KHOT
Date:
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1. The Plaintiff and the Defendant have arrived at a settlement in the above Suit. The Consent Terms dated 14th August 2024 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. The Constituted Attorney of the Plaintiff and Defendant are present virtually.

2. The necessary authorisation of Plaintiff authorising the signatory on behalf of the Plaintiff to execute the Consent Terms is appended to the Consent Terms. Further, the document of identification of 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. 14437 of 2024 under Clause XIV of the Letters Patent is allowed by consent of parties and is accordingly, disposed of.

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 6 of the Consent Terms, the Defendant has undertaken that entire stock of finished and unfinished products, packaging material bearing the impugned packaging/trade dress seized by the local Commissioner/ Court Receiver in pursuance of the order dated 20th June 2024 shall be destroyed by the parties in the presence of their representatives, within a period of two weeks from the date of filing of these terms.

9. In view thereof, Court Receiver stands 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. 330 of 2024 stands disposed of.

11. In Clause 8 of the Consent Terms, it is mentioned

that the Defendant has paid an amount of INR 2,50,000 (Rupees Two Lakh Fifty Thousand only) vide Demand Draft No. 442921 dated 23rd July 2024 drawn in favour of the Plaintiff and the receipt of the Demand Draft is acknowledged by the learned Counsel for the Plaintiff.

12. In Clause 9 of the Consent Terms, the Defendant has stated that it is agreed between the parties that in the event, the Defendant is found in breach of the aforementioned undertakings in the Consent Terms, which undertakings have been accepted as undertakings to this Court, the Defendant shall be liable to payment of liquidated damages of Rs. 1,00,00,000/- (Rupees One Crore only) to the Plaintiff and such breach shall be deemed to be contempt of the Court. The Plaintiff has reserved its rights to such legal remedies as may be available to the Plaintiff under the law including claim for aforesaid liquidated damages.

13. Interim Application (L) No. 15023 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.]