

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.19833 OF 2024

Asian Paints Limited

... Plaintiff

Versus

Niranjan Kumar Sharma

... Defendant

WITH
INTERIM APPLICATION (L) NO.20256 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19833 OF 2024
WITH
LEAVE PETITION (L) NO.20286 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19833 OF 2024
WITH
COURT RECEIVER'S REPORT NO.342 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19833 OF 2024

Mr. Vinod Bhagat a/w Ms. Apeksha Mehta i/b Vinod A. Bhagat for
the Plaintiff.

Defendant in person present.

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

CORAM : R.I. CHAGLA, J.

DATED : 23rd SEPTEMBER, 2024.

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.09.25
17:53:18 +0530

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 legal representative and Constituted Attorney of the Plaintiff and Advocate for the Plaintiff as well as by the Defendant. Appended to the Consent Terms is the Court Receiver's Report with reference to the additional impugned mark ASIAN Plaster and which the Defendant has undertaken not to use. Further, appended to the Consent Terms is the authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Also appended to the Consent Terms is the document of identification of the Defendant.

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.20286 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) of the Plaint.

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

7. In Clause 8 of the Consent Terms, the Defendant has undertaken to deface the goods bearing the impugned marks ASI.AN PAINT, APEX CEM and TRUECARE and the impugned trading name N.B. Paints & Colour Asi.an Paints as seized and sealed by the Court Receiver at the Defendant's premises.

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.342 of 2024 is disposed of.

10. In Clause 9 of the Consent Terms, it is mentioned that the Defendant has paid an amount of Rs.1,00,000/- to the Plaintiff. The

particulars of the Demand Draft have been mentioned in the said Clause. Mr. Vinod Bhagat, learned Counsel appearing for the Plaintiff has confirmed receipt of Demand Draft issued in favour of the Plaintiff.

11. The Interim Application (L) No.20256 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.]