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

COM IPR SUIT (L) NO.20898 OF 2024
WITH
INTERIM APPLICATION (L) NO.21844 OF 2024
AND
LEAVE PETITION (L) NO.21860 OF 2024

Asian Paints Ltd.

...Applicant /
Plaintiff

Versus

Purushottam Bhojwani

...Defendant

Parveen Anand i/b. Khaitan and Co. for the Applicant / Plaintiff.

Charushila Vaidya, 2nd Asstt. to Court Receiver is present.

Puroshottam Bhojwani, Defendant present (Thru V.C.).

Sagar Patwardhan, Representative of Plaintiff is present.

CORAM : R.I. CHAGLA J.

DATE : 11TH SEPTEMBER, 2024.

ORDER :

1. The Plaintiff and the Defendants have arrived at settlement in the above Suit. Consent Terms dated 6th September, 2024 are tendered and taken on record and marked 'X' for identification. Consent Terms have been signed by the authorized

signatory of the Plaintiff and Advocates for the Plaintiff as well as by the proprietor of the Defendant. The necessary authorization of the Plaintiff authorizing the signatory on behalf of the Plaintiff to execute the Consent Terms is appended to the Consent Terms. Further, the document of identification of the proprietor of the Defendant who has executed the Consent Terms is also appended to the Consent Terms. 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.

2. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

3. The Leave Petition (L) No.21860 of 2024 filed under Clause XIV of the Letters Patent is made absolute.

4. The Defendant has submitted to a decree in terms of prayer Clauses (a), (b) and (c) of the Plaint.

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

6. In Paragraph 6 of the Consent Terms, the Defendant has undertaken that the entire stock of finished and unfinished products, packaging material bearing the impugned packaging / Trade Dress seized by the Additional Special Receiver / Court Receiver in pursuance of the order dated 24th July, 2024 shall be destroyed by the Defendant in the presence of representative of both the parties, within a period of 2 weeks form the date of filing of these terms.

7. Accordingly, the Court Receiver is discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

8. The Court Receiver's Report No.379 of 2024 stands disposed of.

9. In paragraph 8 of the Consent Terms, it is mentioned that the Defendant has paid an amount of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) to the Plaintiff vide a demand draft No.033068 dated 27th August, 2024 drawn in favour of the Plaintiff viz. 'Asian Paints Limited'. The Advocate for the Plaintiff has confirmed that the Plaintiff has received an amount of Rs.1,25,000/-

paid by the Defendant.

10. In Clause 9 of the Consent Terms, it is mentioned that in the event the Defendant is found in breach of the abovementioned undertakings he 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 a contempt of this Court. Further, the Plaintiff reserves its right to such legal remedies as may be available to the Plaintiff under the law including claim for aforesaid liquidated damages.

11. The Interim Application (L) No.21844 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.]