

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. 24306 OF 2024

Great White Global Pvt. Ltd.,

... Plaintiff

Versus

1. Supreme Industries

2. Great While Technologies Pvt. Ltd.,

... Defendants

WITH
INTERIM APPLICATION (L) NO.24958 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 24306 OF 2024
WITH
COURT RECEIVER'S REPORT NO.386 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 24306 OF 2024

Mahesh Mahadgut a/w Kaivalya Shetye i/b Mahesh Mahadgut for the
Plaintiff.

Mrs. Sejal Chaudhari, representative of Plaintiff present.

Mr. Imran Khalil Sayyed (Defendant No.1-in person) present.

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

CORAM: R.I. CHAGLA, J.

DATE : 19th SEPTEMBER, 2024.

ORDER :

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.09.21
10:33:52 +0530

1. The Plaintiff and Defendant No.1 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 Proprietor of Defendant No.1. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms are the documents of identification of the Proprietor of the Defendant who has executed the Consent Terms. The Defendant No.1 is present in the Court.

2. The learned Counsel appearing for the Plaintiff has sought leave to withdraw the Suit against Defendant No.2 who is a formal party.

3. Leave is granted.

4. The Suit is disposed of as withdrawn against Defendant No.2.

5. 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.

6. The undertakings in the Consent Terms being accepted as undertakings to the Court.
7. The Defendant No.1 has submitted to a Decree in terms of prayer Clauses (a), (b) and (c) of the Plaint.
8. Accordingly, the Suit is disposed and decreed in terms of prayer Clauses (a), (b) and (c) of the Plaint.
9. In Clause 6 of the Consent Terms, the parties have agreed that the materials seized by the Court Receiver and handed over to the Defendant No.1 at both of his premises to be kept in custody of the Defendant No.1 shall be destroyed by the Defendant No.1 in the presence of the representative of Plaintiff within a period of 15 days from the date hereof and provide a destruction report to the Plaintiffs in the form of minutes signed by representative of both the parties.
10. 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.
11. The Court Receiver's Report No.386 of 2024 is disposed of.

12. The Interim Application (L) No.24958 of 2024 does not survive and is accordingly disposed of.

13. Drawn up decree/order is dispensed with unless the parties seek drawn up decree/order, in which case they are entitled to apply.

14. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

15. 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.

16. 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.]