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

INTERIM APPLICATION (L) NO.24946 OF 2024
IN
COM IPR SUIT (L) NO.24839 OF 2024
WITH
COURT RECEIVER'S REPORT NO.403 OF 2024
WITH
LEAVE PETITION (L) NO.24951 OF 2024

Sanofi and Anr.

...Plaintiffs

Versus

Manojbhai Maganbhai Vachhani & Ors.

...Defendants

Mr. Rashmin Khandekar, Mr. Karan Khiani and Mr. Rohan Lopes i/b.
Ms. Rashmi Singh for the Plaintiffs.

Mr. Mihir Modi for the Defendants.

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

CORAM : R.I. CHAGLA J.

DATE : 10TH DECEMBER, 2024.

ORDER :

1. The Plaintiffs and the Defendants have arrived at the settlement in the above Suit. The Consent Terms bearing today's date is tendered and taken on record and marked 'X' for identification.

The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and the Advocates for the Plaintiffs as well as by the Defendant No.1 and Advocates for the Defendants.

2. The Power of Attorney of the Plaintiffs firm authorising the signatory to the Consent Terms to execute the Consent Terms is appended to the Consent Terms. Further, the resolution of the meeting of the partners of the Defendant Firm held on 21st September, 2024 authorizing the signatory to the Consent Terms to execute the Consent Terms is appended to the Consent Terms. Appended to the Consent Terms are the documents of identification of Defendant No.1 who is signatory 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 Leave Petition (L) No.24951 of 2024 is allowed by

consent of parties.

6. The Defendants have submitted to a decree in favour of the Plaintiffs in terms of prayer Clauses (a), (b) and (d) to the Plaint.

7. Accordingly, the Suit is disposed of and decreed in terms of prayer Clauses (a), (b) and (d) to the Plaint.

8. The Defendants agree and undertake that they shall within a period of **10 days** from the execution of the extant Consent Terms, destroy all products/packaging/promotional material/print material, etc. bearing the impugned mark/name SANOFI/



and/or any other material taken into custody during the local commission executed at Defendants' premises on September 12, 2024 in compliance with the order dated August 13, 2024 passed by the Hon'ble High Court Bombay in the captioned matter at their own costs and expenses in the presence of the Plaintiffs' representatives. The Plaintiffs' representatives shall be permitted to enter the Defendants' premises/address and be present at the Defendants' premises/address during the time of destroying of

all products/packaging/promotional material/print material etc. and the Defendants shall extend all cooperation in the said process and undertake to not disrupt, create objection or hamper the said process in any manner whatsoever. In the event, the Plaintiffs' representatives are informed of any other premises/address of the Defendants, the Defendants shall cooperate with the Plaintiffs' representatives to permit Plaintiffs' representatives to visit such additional premise/address for search and destructions of all products/packaging/promotional material/print material, etc.



bearing the impugned mark/name SANOFI / and/or any other mark that is identical to and deceptively similar to the Plaintiffs' trade mark/trade name/house mark 'SANOFI'.

9. In view thereof, the Court Receiver appointed by this Court stands discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

10. The Court Receiver's Report No.403 of 2024 stands disposed of.

11. Although it is not mentioned in the Consent Terms with regard to the costs agreed, the Counsel for the parties have agreed to leave it to the Court.

12. In view thereof, the Defendants shall pay costs of Rs.20,000/- to the Charity Institution viz. Deeds for Needs Foundation, Row No. C/4, Clover Highlands, Kondhwa, SN 25/1 to 4, NIBM Road, Pune 411 048 within a period of two weeks from the uploading of this Order.

13. The Interim Application (L) No.24946 of 2024 does not survive and is disposed of accordingly.

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.]