

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 32503 OF 2024

WITH

INTERIM APPLICATION (L) NO. 32595 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 502 OF 2024

Gopal Snacks Limited

...Plaintiff

Versus

Tirupati Enterprise and Ors.

...Defendants

Mr. Shekhar Bhagat i/b Shekhar Bhagat and Neelaja Kirpekar for the Plaintiff.

Mr. Sangrambhai Sondhala, Proprietor of Defendant No. 1 present.

Mr. Manishbhai Khant, Defendant No. 2 present.

CORAM : R.I. CHAGLA J

DATE : 9 December 2024

ORDER :

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

through its Managing Director as well as by Proprietor of Defendant No. 1, by Defendant No. 2 for himself and as Partner of Defendant No. 3, as well as by the Advocate for the Plaintiff. Proprietor of Defendant No. 1 has signed in Gujarati language, though he understands English language.

2. Appended to the Consent Terms is the necessary authorisation of the Plaintiff authorising the signatory on behalf of the Plaintiff to execute the Consent Terms. Further, the document of identification of Defendant No. 1 is also appended to the Consent Terms along with the authority letter of Defendant No. 3 authorising the Defendant No. 2 as partner of Defendant No. 3 to execute 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 Defendants have submitted to a decree in terms of prayer clauses (a), (b) and (c) of the Plaint.

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

7. In Clause 2.4 of the Consent Terms, the Defendants have undertaken that they shall destroy all the finished and unfinished goods articles, dies, moulds, plates, bags, sachets, labels, cartons, tubes, strips, adverting material, packing material, blocks, stickers, other literature and things bearing the impugned trade mark "GOVAL" and/or impugned trade dress/es as shown in Exhibits 'I-1' to 'I-20' to the Plaint or any other trade mark and/or artistic work and/or packaging and/or label and/or get-up that is deceptively and/or confusingly similar to the Plaintiffs registered mark 'GOPAL NAMKEEN' and/or GOPAL Formative marks and/or artistic works/trade dress/packaging/get-up as shown in Exhibits F, F-2, F-4, F-6, F-8, F-10, F-12, F-14, F-16, F-18, F-20, F-22, F-24, F-26, F-28, F-30, F-32, F-34, F-36 and F-38 to the Plaint, within a period of 30 days from the date of execution of this consent terms, in the presence of the Plaintiffs authorized representative.

8. In view thereof, Court Receiver appointed by this Court is discharged without drawing up of accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.
9. Court Receiver's Report No. 502 of 2024 is disposed of.
10. Interim Application (L) No. 32595 of 2024 does not survive and is accordingly disposed of.
11. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.
12. A soft copy of the Consent Terms will be uploaded as the second order in the matter.
13. 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.
14. 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.

15. At this stage, the learned Advocate for the Plaintiff states that inadvertently two numbers were allotted for the same Suit, i.e. captioned Suit.

16. Accordingly, he has sought for disposal of Commercial IPR Suit (L) No. 32934 of 2024.

17. In view thereof, Commercial IPR Suit (L) No. 32934 of 2024 is disposed of.

[R.I. CHAGLA J.]