

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 32313 OF 2024

WITH

INTERIM APPLICATION (L) NO. 32639 OF 2024

WITH

LEAVE PETITION (L) NO. 32719 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 504 OF 2024

Shalina Laboratories Private Limited & Anr. ...Plaintiffs

Versus

Everest Healthcare & Anr. ...Defendants

Mr. Kaivalya Shetye i/by Mr. Mahesh Mahadgut for the Plaintiffs.

Mr. Nishad Gharat, Authorised Signatory of the Plaintiff present.

Mr. Malay Mehta, Proprietor of the Defendant No. 1 and Authorised Signatory of Defendant No. 2 present.

CORAM : R.I. CHAGLA J

DATE : 9 December 2024

ORDER :

1. The Plaintiffs and the Defendants 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 authorised signatory of the Plaintiffs and Proprietor of Defendant No. 1 and by Defendant No. 2 as well as by the Advocate for the Plaintiffs. The Defendants are present in Court.

2. Appended to the Consent Terms are the necessary authorisation of Plaintiffs authorising the signatories to execute the Consent Terms. Further, the document of identification of Defendant No. 1 is also appended 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. Leave Petition (L) No. 32719 of 2024 is allowed by consent of parties.

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

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

8. In Clause 6 of the Consent Terms, it is mentioned that the Defendant has paid Rs. 3,00,000/- (Rupees Three Lakh only) online on 4th December 2024 to the Plaintiffs.

9. In Clause 7 of the Consent Terms, it is agreed between the parties that the materials seized by the Court Commissioner and handed over to the Defendants to be kept in safe custody of the Defendants shall be destroyed by the Defendants within a period of 30 days from the date of execution of the Consent Terms in the presence of the Plaintiffs' representative and the Defendants shall provide a destruction report to the Plaintiffs in the form of minutes signed by the representative of both the parties, unless such goods are controlled sample.

10. 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.

11. Court Receiver's Report No. 504 of 2024 stands disposed of.

12. Interim Application (L) No. 32639 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.]