

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 75 OF 2024

WITH

INTERIM APPLICATION NO. 1236 OF 2024

WITH

LEAVE PETITION (L) NO. 7745 OF 2024

Laboratories Griffon Private Ltd. & Ors.

...Plaintiffs

*Versus*

Ronish Bioceuticals & Ors.

...Defendants

-----

Amit Jamsandekar (through VC) a/w Kiran J. Mehta, Archita Gharat and Vighnesh Kamat i/by Kiran J. Mehta for the Plaintiffs.

Atmaram Patade a/w Suraj Naik, Pranav Manjrekar, Aryaa Shirodkar and Rohit Rao i/b. Atmaram Patade for the Defendant No.4.

Elizabeth D'Souza, rep. of Court Receiver is present.

-----

CORAM : R.I. CHAGLA J

DATE : 5 July 2024

ORDER :

1. The Plaintiffs and the Defendant Nos. 1 to 3 have arrived at a settlement in the above Suit. The Consent Terms dated 4th July 2024 have been tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorised representative of the Plaintiffs as well as by the authorised

SHARAYU  
FANDURANG  
KHOT

Digitally  
signed by  
SHARAYU  
FANDURANG  
KHOT  
Date:  
2024.07.09  
18:22:02  
+0530

representative of Defendant Nos 1 and Defendant No. 2. Relevant documents of authorisation are appended to the Consent Terms. Further, documents of identification of Defendant Nos. 2 and 3 are also appended to the Consent Terms. Defendant Nos. 2 and 3 are present in Court.

2. 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.

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

4. Leave Petition (L) No. 7745 of 2024 is made absolute in terms of prayer clause (a) and is accordingly, disposed of.

5. The Suit is decreed and disposed of in terms of prayer clauses (a), (b) and (c) of the Plaint against Defendant Nos. 1 to 3.

6. In clause 7 of the Consent Terms, the Defendant Nos. 1 to 3 have agreed with the Plaintiffs that the goods, packaging

material and/or promotional and advertisement material bearing the impugned mark seized by the Court Receiver shall be destroyed in the presence of the representative of both the Plaintiffs and the Defendants and the cost of destroying the same shall be borne by them.

7. The Defendant No. 1 in Clause 10 of the Consent Terms has agreed and paid to the Plaintiff No. 1 Rs. 5,00,000/- by way of costs by transferring the said amount by NEFT to Plaintiff No. 1's account. The particulars of which have been mentioned in Clause 10 of the Consent Terms. The Plaintiff has accepted and acknowledged the receipt of the same.

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

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

10. 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.

11. 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.

12. The Suit shall continue against Defendant No. 4.

13. The learned Advocate for the Defendant No. 4 states that settlement is being arrived at between Defendant No. 4 and the Plaintiff and Consent Terms has already been exchanged and shall be duly executed on or before the next date.

14. The Suit shall be placed for settlement on 16th July 2024.

**[R.I. CHAGLA J.]**