Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 126 OF 2024

WITH

INTERIM APPLICATION (L) NO. 15658 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 290 OF 2024

WITH

LEAVE PETITION (L) NO. 15680 OF 2024

Asian Paints Limited ...Plaintiff
Versus

Russian Paints ...Defendant

Mr. Vinod A. Bhagat, Ms. Aishwarya M. Lad i/b Vinod A. Bhagat for the Plaintiff.

Mr. Ashishbhai Hiteshbhai Patel, Mr. S. Nathubhai Patel, Hiteshbhai Sumanbhai Patel (through VC) for the Defendant.

Mr. Gajanan Surve, Master (Admn.), Court Receiver's Office.

Ms. Charushila M. Vaidya, 2nd Asstt. Court Receiver present.

CORAM : R.I. CHAGLA J

DATE : 3 September 2024

SHARAYU PANDURANG KHOT

Digitally signed by SHARAYU PANDURANG KHOT
Date: 2024.09.05 18:52:44 +0530

ORDER :

1. The Plaintiff and the Defendant have arrived at a settlement in the above Suit. The Consent Terms dated 31st August

2024 have been tendered and taken on record and marked '**X**' for identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and Advocates for the Plaintiff as well as by the partners of the Defendant. Partners of the Defendant are present in Court virtually.

2. Appended to the Consent Terms is the authorisation of the Plaintiff authorising the signatories to the Consent Terms to execute the Consent Terms. Further appended to the Consent Terms is the document of identification of the partners of the Defendant who have executed 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. 15680 of 2024 under Clause XIV of the Letters Patent is allowed by consent of parties.

6. The Defendant has submitted to a decree in terms of prayer clauses (a), (b) and (c) of the Plaint.

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

8. In Clause 6 of the Consent Terms, the Defendant has undertaken to deface the goods bearing the impugned marks TRACK, TRACK SHINE, ROYAL SILK and ULTIMAX and the impugned trading name Rasian Paints as seized and sealed by the Court Receiver at the Defendant's premises. The unbranded containers/buckets alongwith the contents thereof would then be duly returned to the Defendant for future use under different trade mark/s. The Defendant further agrees to destroy all such materials including shade cards, poly bags, pouches, containers, labels, stickers, advertising and packaging materials, dyes, screens blocks, moulds, papers, vouchers, bill books, carry bags bearing the impugned marks TRACK, TRACK SHINE, ROYAL SILK and ULTIMAX and the impugned trading name Rasian Paints. The aforesaid destruction and defacement is agreed by the parties to be undertaken in the presence of the Plaintiff's representative and within a period of four weeks from the date of

execution of this consent terms.

9. 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.

10. Court Receiver's Report No. 290 of 2024 stands disposed of.

11. Interim Applications (L) No. 15658 of 2024 does not survive and is accordingly disposed of.

12. In Clause 7 of the Consent Terms, it is mentioned that the Defendant is paying an amount of Rs. 1,50,000/- in favour of the Plaintiff by the Demand Draft. Particulars of which have been mentioned in the said Clause.

13. Mr. Vinod Bhagat, learned Counsel appearing for the Plaintiff confirms having been received the Demand Draft for Rs. 1,50,000/- on behalf of the Plaintiff.

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.]