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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.13395 OF 2024
IN
COM IPR SUIT NO.157 OF 2024

Franco Indian Pharmaceuticals Pvt. Ltd.

...Applicant /
Plaintiff

Versus

Indizen Pharmaceuticals and & Ors.

...Defendants

Amit Jamsandekar, Kiran Mehta, Archita Gharat and Vighnesh Kamat
i/b. Kiran Mehta for the Plaintiffs.

Pranav Manjrekar, Arya Shirodkar, Suraj Naik and Rohit Rao i/b.
Atmaram Patade for the Defendants.

CORAM : R.I. CHAGLA J.
DATE : 2ND SEPTEMBER, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at the settlement in the above Suit. The Consent Terms dated 14th August, 2024 are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Plaintiff through its authorized representative and by the Defendants through Power of Attorney holders and by Advocates for the respective parties. Appended to the Consent Terms are the necessary

authorizations on behalf of the Plaintiff and Defendants authorizing the signatories to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms are the documents of identification of the signatories on behalf of the Defendants.

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. In Clause 5 of the Consent Terms, the Defendant Nos.1 to 7 submits to the jurisdiction of this Court for causes of action for infringement and passing off and has no objection if both the causes of action are tried together by this Court.

5. Accordingly, Leave Petition (L) No.14396 of 2024 is allowed.

6. The Defendant Nos.1 to 7 have submitted to a decree on

admission in terms of prayer Clauses (a) to (e) of the Plaint. Accordingly, the Suit is disposed of and decreed in terms of prayer Clauses (a) to (e) of the Plaint.

7. The Court Receiver appointed by this Court is discharged without passing of accounts and upon payment of costs, charges and expenses to be borne by the Plaintiff.

8. The Court Receiver's Report No.296 of 2024 is disposed of.

9. The Interim Application (L) No.13395 of 2024 does not survive and is accordingly disposed of.

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

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

12. 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.

13. 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.]