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

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COMMERCIAL IPR SUIT NO.160 OF 2024
WITH
INTERIM APPLICATION (L) NO.14508 OF 2024

Ajanta Pharma Ltd.

...Plaintiff

V/s.

Prahem Laboratories LLP

...Defendant

Mr.Ashutosh Kane with Mr.Vedangi Soman i/b W. S. Kane & Co.
Mr.Asim Hazre(through V.C.) Plaintiff's representative is
present.

Mr.Hemil Shah, Defendant's representative is present.

Mr.Vilasini Balasubramaniam with Mr.Shubham Mehta for the
Defendant.

CORAM : R.I. CHAGLA, J.
DATE : 9TH AUGUST, 2024.

ORDER :-

1. The Plaintiff and the Defendant have arrived at the
settlement in the above suit. The consent terms bearing today's
date is tendered in Court, taken on record and marked "X" for
identification. The consent terms have been signed by the Senior

Manager (Legal) and the authorized signatory of the Plaintiff and advocate for the Plaintiff as well as the partner of the Defendant and the advocate for the Defendant. The signatories on behalf of the Plaintiff and Defendant are present in Court, in person and virtually respectively. The necessary authorization of the Plaintiff authorizing the signatory to the consent terms to execute the consent terms is appended to the consent terms. Further, the documents of identification of the partner of the Defendant, is also appended to the consent terms.

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. The Suit is disposed of and decreed in terms of prayer clauses (a) and (b) of the plaint.

5. The Defendant has in clause no.2 of the consent terms agreed to destroy all goods, labels, wrappers, strips, cartons, dies, blocks, brochures, printing and packing material, advertising material, other literature and all things currently in its possession under the

impugned trade mark ZARA and/or any other trade mark containing the word ZARA or any other word deceptively similar thereto and/ and or any other trade mark identical with or deceptively similar to the Plaintiff's said trade mark ZARA at its own costs. Further the Defendant undertakes to file an affidavit of compliance to that effect, within a week therefrom.

6. The Interim Application (L) No.14508 of 2024 does not survive and is accordingly disposed of.

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

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

9. 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.

10. 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.)