

Kavita S.J.

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

COMMERCIAL (I.P.) SUIT NO.173 OF 2024

Group Pharmaceuticals Limited

... Plaintiff

Versus

S.P. Pharmaceuticals

... Defendant

WITH

INTERIM APPLICATION (L) NO.9265 OF 2024

IN

COMMERCIAL (I.P.) SUIT NO.173 OF 2024

WITH

LEAVE PETITION (L) NO.9377 OF 2024

IN

COMMERCIAL (I.P.) SUIT NO.173 OF 2024

WITH

COURT RECEIVER'S REPORT NO.354 OF 2024

IN

COMMERCIAL (I.P.) SUIT NO.173 OF 2024

B.N. Poojari a/w Nidhi Bangera i/b Asian Patent Law for the Plaintiff.

Ms. Geeta Kunder for the Defendant.

Ms. Charushila Vaidya, IInd Assistant to the Court Receiver present.

Mr. Indrapal Jit Singh Gagam Singh (through V.C.) for Defendant present.

KAVITA
SUSHIL
JADHAV

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by KAVITA
SUSHIL JADHAV
Date: 2024.09.02
18:33:26 +0530

CORAM : R.I. CHAGLA, J.

DATED : 29th AUGUST, 2024.

ORDER :

1. The Plaintiff and Defendant 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 for the Plaintiff and Advocate for the Plaintiff as well as by the authorized signatory of the Defendant and Advocate for the Defendant. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory on behalf of the Plaintiff to execute the Consent Terms. Further appended to the Consent Terms is the document of identification of the signatory on behalf of the Defendant.

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 in the Consent Terms being accepted as undertakings to the Court.

4. Leave Petition (L) No.9377 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed.
5. The Defendant has submitted to a Decree in terms of prayer Clauses (a), (b) and (c) of the Plaint.
6. The Suit is accordingly disposed of and decreed in terms of prayer Clauses (a), (b) and (c) of the Plaint.
7. In Clause 7 of the Consent Terms, the Defendants have agreed and undertaken to this Court that they will destroy all the impugned goods and / or impugned packing / trade dress and other material of which inventory has been taken, details whereof have been recorded in the Court Receiver's Report and which goods have been seized by the Court Receiver and are in the possession of the Defendants, at their costs, within a period of 14 days from today. Further, it is agreed between the parties that for the purpose of destruction, the representatives of both the sides will be entitled to remove the seal placed by the Court Receiver. The Defendants will submit the destruction compliance report to the Plaintiff and / or its attorney within 7 days from such date of destruction.

8. In view thereof, the Court Receiver appointed by this Court is discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiff.

9. The Court Receiver's Report No.354 of 2024 is disposed of.

10. In Clause 10 of the Consent Terms, the Defendants have agreed and undertaken to this Court that they have paid a sum of Rs.2,00,000/- to the Plaintiff as and by way of Cheque No.003042 dated 1st September, 2024. The learned Counsel appearing for the Plaintiff confirms having receipt of the said Cheque.

11. The Interim Application (L) No.9265 of 2024 does not survive and is accordingly disposed of.

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

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

14. 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.

15. 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.

16. The matter shall be placed for compliance on 5th September, 2024.

[R.I. CHAGLA, J.]