

Kavita S. J.

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

COMMERCIAL IPR SUIT NO. 232 OF 2024

Marico Limited

...Plaintiff

Versus

Priya Oil Industries & Anr.,

...Defendants

WITH
INTERIM APPLICATION (L) NO.29952 OF 2024
IN

COMMERCIAL IPR SUIT NO. 232 OF 2024

WITH
LEAVE PETITION (L) NO.29969 OF 2024
IN

COMMERCIAL IPR SUIT NO.232 OF 2024

WITH
COURT RECEIVER'S REPORT NO.478 OF 2024
IN

COMMERCIAL IPR SUIT NO.232 OF 2024

Mr. Hiren Kamod a/w Mr. Anil Shete i/b Ms. Niyati Davawala for the Plaintiff.

Ms. Stenna Fernandes for the Defendants.

Ms. E.S. D'souza, Section Officer from Court Receiver's Office present.

CORAM : R.I. CHAGLA, J.

DATED : 4th DECEMBER, 2024.

KAVITA
SUSHIL
JADHAV

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by KAVITA
SUSHIL JADHAV
Date:
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ORDER :

1. The Plaintiff and the Defendants have arrived at a settlement in the above suit. The Consent Minutes of Order bearing today's date is tendered and taken on record and marked 'X' for identification. The Consent Minutes of Order has been signed by the Advocate for the Plaintiff and Advocate for the Defendants. This order is passed in terms of Consent Minutes of Order marked 'X'.

2. The undertakings in the Consent Minutes of Order being accepted as undertakings to the Court.

3. Leave Petition (L) No.29969 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed by consent of the parties.

4. The Defendants have submitted to a Decree in terms of prayer Clauses (a) to (f) of the Plaint.

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

6. In Clause 5 of the Consent Minutes of Order, it is mentioned that the packaging bearing the impugned marks and

impugned artworks seized by the Court Receiver shall be opened by the parties and the goods therein shall be returned to the Defendants and the Defendants shall forthwith destroy the wrapper/labels/stickers in the presence of the representatives of both the Plaintiff and the Defendants within four weeks from today.

7. 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.

8. The Court Receiver's Report No.478 of 2024 is disposed of.

9. In Clause 7 of the Consent Minutes of Order, it is mentioned that the Defendants have jointly issued a Demand Draft, the particulars of which have been mentioned in the said Clause for an amount of Rs.1,00,000/- (Rupees One Lakh Only) towards costs mutually agreed upon between the parties and towards full and final settlement. Mr. Kamod, learned Counsel appearing for the Plaintiff acknowledges the receipt of aforementioned Demand Draft.

10. Accordingly, the Interim Application (L) No.29952 of 2024 does not survive and is accordingly disposed of.

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

12. A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.

13. The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

14. 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.]