

jsn

Digitally signed
by JITENDRA
SHANKAR
NIJASURE
Date:
2024.12.19
14:46:52
+0530

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

COM IPR SUIT (L) NO.31947 OF 2024
WITH
INTERIM APPLICATION (L) NO.32053 OF 2024
AND
LEAVE PETITION (L) NO.32055 OF 2024
WITH
COURT RECEIVER'S REPORT NO.501 OF 2024

Ceat Ltd.

...Plaintiff

Versus

Suhana Slate Pencil Works

...Defendant

Mr. Vinod Bhagat, Ms. Prachi Shah and Ms. Twisha Singh i/b. V.A.
Bhagat for the Plaintiff.

Ms. Mena Marar, C.A. of Plaintiff is present.

Ejhar Hussain Pemla, Defendant in person.

Mr. Gajanan Surve, Master Admn. To Court Receiver is present.

Ms. Charushila Vaidya, 2nd Asstt. to Court Receiver is present.

CORAM : R.I. CHAGLA J.

DATE : 18TH DECEMBER, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at a settlement
in the above Suit. The Consent Terms bearing today's date is

tendered and taken on record and marked “X” for identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and the Advocates for the Plaintiff as well as by the Defendant who has signed in Hindi and in Clause 11 of the Consent Terms, it is mentioned that the contents of the Consent Terms have been duly interpreted and explained in Hindi to the Defendant by the Advocate for the Plaintiff and he has understood the same and signed without any coercion or pressure. Appended to the Consent Terms are necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, the documents of identification 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 Leave Petition (L) No.32055 of 2024 is allowed by

consent of parties.

5. The Defendant has submitted to a decree in favour of the Plaintiff in terms of prayer Clauses (a), (b), (c) and (d) of the Plaint.

6. The Suit is disposed off and decreed in terms of prayer Clauses (a), (b), (c) and (d) of the Plaint.

7. In Clause 8 of the Consent Terms, the Defendant has undertaken to destroy all the goods and / or packaging materials, bearing the impugned mark and the pirated artwork of CEAT, which have been seized by the Additional Special Receiver appointed in the said matter, within a period of two weeks from the date of execution of Consent Terms, which destruction shall be undertaken in the presence of the Plaintiff's representative and the contents of the seized goods, viz. slate pencils, pencils or other like stationery goods shall be handed over to the Defendant.

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

9. The Court Receiver's Report No.501 of 2024 is disposed of.

10. In Clause 9 of the Consent Terms, it is mentioned that the Defendant has paid an amount Rs.5,00,000/- in favour of the Plaintiff which amount is paid through a bank transfer / NEFT and the Plaintiff acknowledges the receipt of the said amount.

11. The Interim Application (L) No.32053 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 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.

[R.I. CHAGLA J.]