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

COM IPR SUIT NO.75 OF 2024
WITH
INTERIM APPLICATION NO.1236 OF 2024

Laboratories Griffon Private Ltd. & Ors. ...Plaintiffs

Versus

Ronish Bioceuticals and Ors. ...Defendants

Amit Jamsandekar with Archita Gharat and Kiran Mehta i/b. Kiran Mehta for the Plaintiffs.

Atmaram Patade, Pranav Manjrekar, Suraj Naik and Aryaa Shirodkar i/b. Atmaram Patade for the Defendant No.4.

Charushila Vaidya, 2nd Assistant to Court Receiver is present.

CORAM : R.I. CHAGLA J.
DATE : 16TH JULY, 2024.

ORDER :

1. The Plaintiffs and the Defendant No.4 have arrived at a settlement in the above Suit. The Consent Terms dated 4th July 2024 have been tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorised representative of the Plaintiffs as well as by the authorised representative of Defendant No.4. Relevant documents of

authorisation are appended to the Consent Terms. Further, documents of identification of Defendant No.4 are 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. Leave Petition (L) No. 7745 of 2024 is made absolute in terms of prayer clause (a) and is accordingly, disposed of.

5. The Suit is decreed and disposed of in terms of prayer clauses (a), (b) and (c) of the Plaint against Defendant No.4.

6. In clause 7 of the Consent Terms, the Defendant No. 4 has agreed with the Plaintiffs that the goods, packaging material and/or promotional and advertisement material bearing the impugned mark seized by the Court Receiver shall be destroyed in

the presence of the representative of both the Plaintiffs and the Defendants and the cost of destroying the same shall be borne by Defendant No.4.

7. In view thereof, 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.

8. The Court Receiver Report No.190 of 2024 does not survive and is accordingly disposed of.

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

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

11. 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.

12. 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.]