

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

**INTERIM APPLICATION (L) NO.21972 OF 2023
IN
COMMERCIAL IP SUIT NO.130 OF 2025
WITH
COURT RECEIVER'S REPORT NO.360 OF 2023**

**VISHAL
SUBHASH
PAREKAR**

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VISHAL SUBHASH
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Date: 2025.09.25
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Pidilite Industries Limited

...Plaintiff

Versus

Shree Dev Colour and Hardware

...Defendants

Ms. Khushboo Jhunjhunwalla a/w. Ms. J. Chopra i/b. Khaitan & Co., for the Plaintiff.

Mr. G.B. Katarai a/w. Mr.C.G. Jadhav, for Defendant No. 1.

Mr. Deepal Bhalerao, 2nd Asstt. to C.R. present

CORAM : ARIF S. DOCTOR, J.

DATE : 22nd SEPTEMBER, 2025

P.C

1. The learned counsels for the parties have today tendered consent terms by which they submit that the dispute and differences between the parties have amicably resolved.

2. The suit is presently not being pressed against Defendant No. 3 Mr. John Doe @ Ashok Kumar. Since the Plaintiff has been unable to disclose the identity of Defendant No. 3. The learned counsel seeks liberty to drop the proceeding against Defendant No. 3. At the outset, the learned counsel points out that the suit has been already settled between the Plaintiff and Defendant

No. 2. Hence, tendered the consent terms.

3. Due execution of the consent terms is supported by a report of the Section Officer of this Court, which inter alia records thus:

“The consent terms are duly signed by the Authorized signatories of the plaintiff and defendant No.1. The parties have admitted the consent terms. The consent terms are duly signed by the parties out of their free will without any undue influence and coercion. The consent terms are duly executed by the signatories.”

4. Having due regard to the fact that the consent terms have been entered into and the same have been duly executed by the Plaintiff and Defendant No. 1, the same are marked “X” and taken on record.

5. The suit is disposed of in terms of consent terms.

6. In view of this, as per clause 8 of the consent terms, the Court Receiver shall stand discharged without passing of Accounts on payment of necessary charges and expenses incurred by the Court Receiver.

7. Refund of Court fees as per rules.

8. Court Receiver’s Report disposed of.

[ARIF S. DOCTOR, J.]