

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

**COMMERCIAL IP SUIT NO. 226 OF 2024
WITH
INTERIM APPLICATION (L) NO. 22202 OF 2023
WITH
LEAVE PETITION (L) NO. 22211 OF 2023
WITH
COURT RECEIVER'S REPORT NO. 344 OF 2023
IN
COMMERCIAL IP SUIT NO. 226 OF 2024**

Asian Paints Limited ... Plaintiff
Versus
Shaikh Mohammad Mustafa ... Defendant

Mr. Vinod Bhagat a/w Apeksha Mehta and Ms. Sonam Pradhan
for the Plaintiff.

Ms. Charushila Vaidya, 2nd Assistant to Court Receiver.

**CORAM: MANISH PITALE, J.
DATE : 28th APRIL 2025**

P.C. :

. The learned counsel for the plaintiff informs this Court that the disputes with the defendant have been settled and that consent terms have been executed.

2. The consent terms are tendered. The same are taken on record and marked 'X'. They are signed by the constituted attorney of the plaintiff, who is present in Court, as also the defendant, who is also present in Court. The Advocate for the

plaintiff has also signed the consent terms. Copy of the Aadhar card of the defendant is annexed to the consent terms. The original copy is produced for perusal of this Court. Upon verification, the same is returned to the defendant.

3. It is submitted that the plaintiff has received the amount of Rs.1.25 lakhs as mentioned in paragraph 6 of the consent terms.

4. The parties undertake to abide by the directions sought in paragraph 5 of the consent terms.

5. Leave petition is allowed by consent.

6. The defendant has agreed to submit to a decree in terms of prayer clauses (a) to (d).

7. The suit is decreed as per the consent terms. The decree shall be drawn up accordingly.

8. The undertakings given in the consent terms are accepted as undertakings given to this Court. The parties to the consent terms shall abide by their respective obligations as per the consent terms.

9. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

10. In view of the disposal of the suit, the Court Receiver stands discharged without passing up of accounts and upon payment of costs, charges and expenses, if any, to be borne by the plaintiff. The report of the Court Receiver is accordingly disposed of.

11. Pending applications, if any, also stand disposed of.
12. The Court fees shall be refunded as per rules. For the purpose of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees, on the basis of an authenticated copy of this order, without insisting upon a separate application.

MANISH PITALE, J.