



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

COMMERCIAL IP SUIT NO. 230 OF 2025

Saint-Gobain India Private Limited

...Plaintiff

Versus

Azhar Khan and Another

...Defendants

WITH
LEAVE PETITION (L) NO. 20489 OF 2023
WITH
COURT RECEIVER'S REPORT NO. 327 OF 2023

*Mr. Karan Khiani, Mr. Rohan Lopes i/b Ms. Rashmi Singh for Plaintiff.
Ms. Praibha R., Mr. Himashu Patil for Defendants.
Mr. Azhar Khan, Defendant in person.*

Coram : Sharmila U. Deshmukh, J.

Date : 23rd December, 2025.

P. C. :

1. This Court is informed that the suit has been settled between the parties.
2. The Consent Terms are tendered, which are taken on record and marked 'X' for identification. The Consent Terms are signed by the authorized signatory of the Plaintiff and by Defendant No. 1(a) who is proprietor of Defendant No. 2. The Defendant No. 1(a) is present personally in Court and reiterates the terms of the Consent Terms. He submits to a decree of admission in terms of prayer clauses (a), (b), (c),

(d) and (f) of the Plaint. His identity is verified by his Aadhar card and by his Advocate. The statements made in the Consent Terms are accepted as undertaking given to this Court.

3. The suit is decreed on admission in terms of prayer clauses (a), (b), (c), (d) and (f) of the Plaint.

4. Refund of Court-fees as per rules.

5. Court Receiver's Report is disposed of. Court Receiver stands discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within period of eight days upon demand being raised by Court Receiver.

6. In view of above, nothing survives for consideration in pending applications, if any, and the same stand disposed of.

Leave Petition (L) No. 20489 of 2023 :

7. As the suit has been settled between the parties, Leave Petition is allowed.

[Sharmila U. Deshmukh, J.]