

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

COMMERCIAL IP SUIT NO. 270 OF 2025
WITH
INTERIM APPLICATION (LODGING) NO. 19995 OF 2023
WITH
COURT RECEIVER'S REPORT NO. 318 OF 2023
WITH
LEAVE PETITION (LODGING) NO. 19998 OF 2023
IN
COMMERCIAL IP SUIT NO. 270 OF 2025

Asian Paints Limited

...Plaintiff

Versus

Ramnath Bhaskar Jorwar
Trading as 3 S Paints and Cement
Articles and also as Nirmal Trading Corporation

...Defendant

- Mr. Amey Nargolkar a/w Ms. Parveen Anand i/b Khaitan & Co.,
- None for the Defendant.
- Ms. Charushila Vaidya, 2nd Assistant to Court Receivers.

CORAM : MANISH PITALE, J.

DATE : 15th APRIL 2025.

P. C. :

1. The learned counsel for the parties inform this Court that the disputes between the parties are now settled and that Consent Terms have been executed. The Consent Terms are tendered and they are taken on record and marked "X" for identification. The Consent Terms are signed by the authorized signatory of the plaintiff and the defendant as well as their respective advocates. Copy of the Aadhar Card of the defendant is annexed to

the Consent Terms and so is the authorization for the person, who has signed on behalf of the plaintiff.

2. The defendant is personally present in Court.
3. The suit is decreed as per the Consent Terms. The decree shall be drawn up accordingly. The amount mentioned in clause 8 of the Consent Terms is received by the plaintiff.
4. The leave petition is allowed by consent.
5. The undertakings given in the Consent Terms are accepted as undertakings given to this Court. The parties are directed to abide by their respective obligations as per the Consent Terms.
6. A soft copy of the Consent Terms shall be uploaded as second order in the matter.
7. The hard copy of the Consent Terms signed by the parties and their Counsel shall be retained on the file and shall not be sent for destruction in ordinary course.
8. In the light of the above, the Court Receiver's Report is disposed of and the Court Receiver is discharged, without passing up of accounts and upon payment of costs, charges and expenses by the plaintiff.

9. 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 for repayment. The Prothonotary and Senior Master shall issue a Certificate of Refund of Court Fees on the basis of the order passed today, without the necessity of a separate application.

10. In view of disposal of the suit, interim applications, if any, also stand disposed of.

(MANISH PITALE, J.)