

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

INTERIM APPLICATION NO. 751 OF 2024
IN
COMMERCIAL IP SUIT NO. 798 OF 2017

Spareage Sealing Solutions LLP

...Applicant/Plaintiff

Versus

Mr. Piyushkumar Nrsinhbhai Patel

...Defendant

Meena Shah i/b Pandya & Co. for the Plaintiff.

Mr. Nirman Sharma, a/w Mr. Sachin Chowdhari, i/by Dharam & Co. for Defendant.

CORAM : ARIF S. DOCTOR, J.
DATE : 12th DECEMBER 2025

P.C.

1. Learned counsel tendered Consent Terms by which they submit that the suit has been amicably resolved between the parties, execution of the Consent Terms duly supported by a report of the Section Officer of this Court, which interalia reads thus:

"The Consent Terms are duly signed by the authorized representative of the Plaintiff and the Defendant as above. The parties have admitted the contents of 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."

2. Having due regard to the fact that the Consent Terms have been duly executed. The same are marked 'X' for identification and taken on record.

3. The undertakings in the Consent Terms are accepted as undertakings to this Court. Needless to state that, these Consent Terms shall not be binding on any norms signatory or any third party to the said Consent Terms. The suit is disposed of in terms of the Consent Terms.
4. All the interlocutory applications will not survive and are accordingly disposed of.
5. Refund of court fees, if any, as per rules.
6. A soft copy of the Consent Terms will be uploaded as the second order in the matter. 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.

[ARIF S. DOCTOR, J.]