

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 34631 OF 2023
IN
COMMERCIAL IP SUIT NO. 140 OF 2024**

Sun Pharmaceutical Industries Limited ...Applicant/Plaintiff
Versus
Glodac Pharma LLP & Anr ...Respondents/Defendants

WITH
COMMERCIAL IP SUIT NO.140 OF 2024
WITH
LEAVE PETITION (L) NO.34742 OF 2023
WITH
COURT RECEIVER REPORT NO.48 OF 2024

Mr. Hiren Kamod a/w Mr. Vaibhav Keni, Ms Neha Iyer and Ms Proutima Ray
i/b Legasis Partners for Plaintiff.
Mr. Yatin Khochare i/b Mr. Balaji Berge for Defendants.
Mr. Lalitkumar Choudhary Defendant No.1 present.

CORAM : ARIF S. DOCTOR, J.
DATE : 29th SEPTEMBER, 2025.

P.C.

1 At the outset, Learned Counsel for the parties submit that the Plaintiff and the Defendants have arrived at consent terms by which the captioned Commercial IP Suit has been settled. Mr. Kamod pointed out that a formal order granting leave under clause XIV of Letters Patent would have to be passed before the consent terms are taken on record. Thus, he submits that the Defendants' no objection is in fact recorded in the clause (1) of the

consent terms.

2 Having due regard to the submissions made, the leave petition is allowed in terms of prayer clause (a), which reads thus:

“a. that leave be granted by this Hon'ble Court to the Petitioner under Clause XIV of the Letters Patent to combine and/or join the cause of action of passing off with the cause of action for infringement of trademark;”

3 Learned Counsel then pointed out that the execution of the consent terms has been duly verified and is support by a report of the Section Officer of this Court. A perusal of the said report indicate inter alia as follows:

“The consent term are duly signed by the Authorized signatories of Plaintiff and 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.”

4 In view thereof, the consent terms is taken on record and marked “X” for identification. The undertakings in the consent terms are accepted as undertakings given to this Court.

5 Commercial IP Suit is disposed of in terms of the consent terms.

6 In view of the disposal of the suit, interim application does not survive and is accordingly disposed of.

7 In light of this, the Court Receiver shall stand discharged.

8 Refund of Court fees as per Rule.

[ARIF S. DOCTOR, J.]