

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

COMMERCIAL IP SUIT (LODGING) NO. 14544 OF 2024  
WITH  
INTERIM APPLICATION (LODGING) NO. 31940 OF 2024  
WITH  
INTERIM APPLICATION (LODGING) NO. 15093 OF 2024  
WITH  
LEAVE PETITION (LODGING) NO. 15084 OF 2024  
WITH  
COURT RECEIVER'S REPORT NO. 317 OF 2024  
IN  
COMMERCIAL IP SUIT (LODGING) NO. 14544 OF 2024

Asian Paints Limited

...Plaintiff

**Versus**

Ankur Paints and Inks Pvt Ltd. & Anr.

...Defendants

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- Mr. Amey Nargolkar a/w Ms. Parveen Anand i/b Khaitan & Co., for the Plaintiff.
- Mr. Keshav K. Tripathi a/w Mr. J. Kapadia, Mr. S. Khaitan, Mr. Vikas Kumar and Mr. Vihaan Kumar i/b Little & Co., for the Defendants.
- Ms. Charushila Vaidya, 2<sup>nd</sup> Assistant to Court Receiver.

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**CORAM : MANISH PITALE, J.**

**DATE : 01<sup>st</sup> 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.

2. The Consent Terms are tendered. They are signed by the authorized signatories for the plaintiff as well as the defendants, as also their

respective advocates. The Consent Terms are taken on record and marked “X” for identification.

3. As per the Consent Terms the defendants have agreed to submit to a decree in terms of prayer clauses (a), (b) and (c). The Leave Petition is allowed by consent. The plaintiff has received demand draft of ₹ 2 Lakhs, as mentioned in clause 8 of the Consent Terms.

4. The suit is decreed as per the Consent Terms. The decree be drawn up accordingly.

5. The undertakings given in the Consent Terms are accepted as undertakings given to this Court. The authorized signatories to the Consent Terms 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 also stand disposed of.

**(MANISH PITALE, J.)**