

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

**INTERIM APPLICATION (L) NO. 29940 OF 2024
WITH
COURT RECEIVER REPORT NO. 482 OF 2024
IN
COMMERCIAL IP SUIT (L) NO. 29937 OF 2024**

Girnar Food and Beverages Pvt. Ltd.	...	Applicant/ Plaintiff
Versus		
Ezio sole proprietary concern of Defendant No.3	...	Defendant

Mr. Hiren Kamod a/w Hemlata Marathe i/by Jehangir Gulabbhai
& Bilimoria & Daruwalla for the Applicant/Plaintiff.
Mr. Ameya Lambhate for Defendant Nos. 1 to 3.
Adv. Vriddhi C. Pardasany i/by Naman Thadani for Defendant
No.4.
Mrs. Charushila Vaidya, 2nd Assistant to Court Receiver.

**CORAM: MANISH PITALE, J.
DATE : 7th APRIL 2025**

P.C. :

. The learned counsel for the parties inform this Court that the disputes are now settled and that consent terms have been executed.

2. The consent terms are tendered. The same are taken on record and marked 'X'. They are signed by the Director of the plaintiff-company, as also by defendant Nos.1, 3 and 4 and by their respective Advocates. The signatories to the consent terms

have joined the proceedings virtually.

3. It is specifically stated in paragraph 6 of the consent terms that there is no such entity as defendant No.2 and that therefore, the suit does not survive as against the said defendant. Since, the remaining parties have executed the consent terms, it is submitted that the suit itself can be disposed of.

4. The defendant Nos. 1, 3 and 4 have agreed to submit to a decree in terms of prayer clauses (a) and (b). The defendants have also agreed to destroy the impugned goods that were seized during the course of execution of the *ex-parte* ad-interim order.

5. The suit is decreed as per the consent terms. The decree shall be drawn up accordingly.

6. The undertakings given in the consent terms are accepted as undertakings given to this Court. The parties to the consent terms shall abide by their respective obligations as per the consent terms.

7. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

8. In view of the disposal of the suit, the Court Receiver stands discharged without passing up of accounts and upon payment of costs, charges and expenses, if any, to be borne by the plaintiff. The report of the Court Receiver is accordingly disposed of.

9. Pending applications, if any, also stand disposed of.

10. 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 of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees, on the basis of an authenticated copy of this order, without insisting upon a separate application.

MANISH PITALE, J.