

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.45 OF 2025

Metro Brands Limited ... Plaintiff
Vs.
Metro Shoes ... Defendant

WITH
INTERIM APPLICATION (L) NO.37270 OF 2024
WITH
LEAVE PETITION (L) NO.37269 OF 2024
IN
COMMERCIAL IP SUIT NO.45 OF 2025

Mr. Alhan Kayser and Ms. Varsha Vasave i/b. Mr. Avesh Kayser for Applicant / Plaintiff.

Mr. Jerone Johnson for Respondent / Defendant.

CORAM : MANISH PITALE, J.
DATE : MAY 07, 2025

P.C. :

. 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 signatory of the plaintiff and the proprietor of the defendant as well as their respective advocates. The consent terms are taken on record and marked 'X'.

3. The consent terms appear to be in order. The undertakings stated in the consent terms shall be treated as undertakings to this Court.

4. In view of the above, the Suit stands decreed as per the consent

terms. The decree shall be drawn up accordingly.

5. Leave petition is allowed by consent.

6. A soft copy of the consent terms shall be uploaded as the second order in the matter. The hard copy, duly signed by the advocates appearing for the respective parties, shall be retained in the record and shall not be sent for destruction in the ordinary course.

7. The Court fees shall be refunded as per the Rules. For the purposes 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.

8. In the light of the suit being decreed, the pending applications are also disposed of.

(MANISH PITALE, J.)

Minal Parab