

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

COMMERCIAL IP SUIT NO. 202 OF 2024
WITH
LEAVE PETITION (LODGING) NO. 25049 OF 2024
WITH
INTERIM APPLICATION (LODGING) NO. 25044 OF 2024
WITH
COURT RECEIVER'S REPORT NO. 398 OF 2024
IN
COMMERCIAL IP SUIT NO. 202 OF 2024

Asian Paints Limited

...Plaintiff

Versus

Aroma Paints Limited

...Defendants

- Mr. Vinod Bhagat a/w Ms. Sonam Pradhan i/b Vinod A. Bhagat, for the Plaintiff.
- Ms. Charushila Vaidya, 2nd Assistant to Court Receiver.

CORAM : MANISH PITALE, J.

DATE : 18th MARCH, 2025.

P. C. :

1. The learned counsel for the applicant informs this Court that dispute with the defendant have been settled and consent terms are executed.

2. Consent Terms are tendered. They are signed by the constituted attorney for the plaintiff as well as the constituted attorney for the defendant.

It is also signed by the advocate representing the plaintiff. The photocopy of the Aadhar Card of the constituted attorney of the defendant, who is personally present in Court, is annexed to the Consent Terms. Accordingly,

SHRIKANT
SHRINIVAS
MALANI

Digitally signed by
SHRIKANT
SHRINIVAS MALANI
Date: 2025.03.19
19:04:26 +0530

the Consent Terms are taken on record and marked “X” for identification.

3. The leave petition in the present proceedings is allowed by consent. The defendant has agreed to submit to a decree in terms of prayer clauses (a), (b), (c) and (d). The suit is disposed of as per the Consent Terms. The decree be drawn up accordingly.

4. The defendant has undertaken to deface the goods bearing impugned label marks within a period of two weeks from today. The constituted attorney of the plaintiff has received demand draft of ₹ 1 Lakhs in terms of clause 6 of the Consent Terms.

5. The undertakings given the Consent Terms are accepted as undertakings given to this Court. The parties 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, if any, also stand disposed of.

(MANISH PITALE, J.)