

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

COMMERCIAL IP SUIT NO. 329 OF 2024

Asian Paints Limited ... Plaintiff
Versus
Saffro Mellow Coating and Resins ... Defendant

**WITH
INTERIM APPLICATION (L) NO. 20519 OF 2024
AND
LEAVE PETITION (L) NO. 20520 OF 2024
AND
COURT RECEIVER REPORT NO. 340 OF 2024
IN
COMMERCIAL IP SUIT NO. 329 OF 2024**

Mr. Vinod Bhagat a/w Ms. Prachi Shah, Ms. Apeksha Mehta and
Ms. Twisha Singh for the Plaintiff.
Ms. Charushila Vaidya, 2nd Assistant to Court Receiver.

**CORAM: MANISH PITALE, J.
DATE : 17th JANUARY 2025**

P.C. :

- . Heard learned counsel for the plaintiff.
2. This Court is informed that the disputes between the plaintiff and defendants have been settled and the consent terms have been executed.
3. The consent terms are signed by the Constituted Attorney of the plaintiff and the Advocate representing the plaintiff, as also all

the eight partners of the defendant-firm. Four of the partners are present in Court today and the other 4 have joined through video conferencing. They have stated before this Court that they have signed and executed the consent terms and they would be abiding by the undertakings given therein.

4. The consent terms show that the defendant-firm has agreed to suffer decree in terms of the prayer clauses (a), (b) and (c) to the plaint. The learned counsel for the plaintiff acknowledges that amount towards damages of Rs.1,25,000/- has been paid to the plaintiff in the form of a demand draft, details of which have been mentioned in paragraph 8 of the consent terms.

5. The undertakings given in the consent terms are accepted as an undertakings given to this Court.

6. The defendants shall abide by their undertaking, as per paragraph 7 of the consent terms, to destroy the impugned goods and also the papers, carry bags, etc, bearing the impugned mark ROYAL/SAFF ROYAL and bearing the additional impugned mark ROYAL EXCEL premium emulsion.

7. The consent terms are taken on record and marked 'X'.

8. The suit is decreed as per the consent terms. 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.

9. 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.

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.

11. Pending applications, if any, also stand disposed of, in view of the disposal of the suit.

MANISH PITALE, J.