

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL I.P.SUIT NO.493 OF 2025**

WITH

LEAVE PETITION (L) NO.31975 OF 2024

WITH

INTERIM APPLICATION (L) NO.32172 OF 2024

Glenmark Pharmaceuticals Ltd. .. Plaintiff

Versus

Gracewell Pharmaceuticals Private Limited .. Defendant

Mr.Kaivalya Shetye i/b Mr.Mahesh Mhadgut for the Plaintiff.

Mr.C.M.Lokesh for the Defendant.

CORAM: ARIF S. DOCTOR, J.

DATE : 16th OCTOBER, 2025

P.C:-

1. At the outset, learned counsel for Plaintiff submits that Leave Petition be allowed. Learned counsel for the Defendant does not oppose.
2. By consent, Leave Petition is allowed in terms of prayer clause (a).
3. Learned counsel for Plaintiff has tendered Consent Terms and it is submitted that the captioned Commercial I.P. Suit has been settled

between the parties. Execution of the Consent Terms is supported by a report of the Section Officer of this Court, which *inter alia, records thus :-*

“The consent term are duly signed by the Authorized signatories of Plaintiff and Defendant. The parties admitted the contents of the Consent Terms. The Consent Term are duly signed by the parties out of their free will without any undue influence and corecion. The Consent term are duly executed by the signatories.”

4. Having due regard to the fact that the execution of the Consent terms has been duly verified, the Consent Terms are taken on record and marked ‘X’.

5. The Suit is disposed of in terms of Consent Terms.

6. The undertakings in the Consent Terms are accepted as undertakings given to the Court.

7. Refund of court fees, if any, as per Rules.

8. In view of the disposal of the Suit, Interim Application(s) does not survive and stands disposed of.

(ARIF S. DOCTOR, J.)