

Jyothy Labs Limited	...	Plaintiff
vs.		
United Soaps and another	...	Defendants

Mr. Ashutosh Kane a/w. Ms. Maitri Asher, i/b. W. S. Kane & Co. for plaintiff.

K. V. Sharafudeen for defendants.

Mr. Shreyas Trivedi, Company Secretary of plaintiff.

V. M. Shebeeb, defendant No.1 - sole proprietor.

P. A. Abdul Rahman, Managing Partner of defendant No.2.

P.C. :

2. The consent terms signed by the Company Secretary of the plaintiff as well as the proprietor of defendant No.1 and the Managing Partner of defendant No.2 as also the respective advocates, are tendered. The same are taken on record and marked 'X'.

3. Leave petition is allowed by consent.

4. The defendants have agreed to submit to a decree in terms of prayer clauses (a) to (c). Suit is disposed of as per the consent terms. Decree be drawn up accordingly.
5. The undertakings recorded in the consent terms are accepted as undertakings to this Court. The signatories to the consent terms 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. 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.
7. 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.
8. In view of the disposal of the suit, pending applications, if any, also stand disposed of.

(MANISH PITALE, J)