

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT (LODGING) NO. 37101 OF 2024**

Bisleri International Private Limited ... Applicant/Plaintiff

vs.

Orion Foods and Beverages & others ... Respondents/Defendants

**WITH
INTERIM APPLICATION (LODGING) NO. 37490 OF 2024
WITH
LEAVE PETITION (LODGING) NO. 37144 OF 2024
WITH
COURT RECEIVER'S REPORT NO. 36 OF 2025
IN
COMMERCIAL IP SUIT (LODGING) NO. 37101 OF 2024**

Ms. Radhika Mehta, i/b. ANM Global for applicant/plaintiff.

Ms. Charushila Vaidya, 2nd Assistant to the Court Receiver.

Mr. Mohammad Raza Monaria, defendant No.4 present on behalf of defendant Nos.1 to 4.

CORAM : MANISH PITALE, J.

DATE : 29th APRIL, 2025

P.C. :

. The learned counsel for the plaintiff informs this Court that the disputes with the contesting defendants, have been settled. It is stated at the outset that the suit is not being pressed against defendant Nos.5 and 6. Defendant No.1 is a partnership firm, of which defendant Nos.2 to 4 are partners.

2. It is submitted that in pursuance of settlement between the parties, consent terms have been executed and tendered. They are signed by the authorized signatory of the plaintiff and advocate for the plaintiff as also by defendant No.4, being one of the partners of defendant No.1-partnership firm.

3. It is stated that the defendant No.4 has signed the consent terms on behalf of defendant Nos.1 to 4 and that a copy of his aadhar card is annexed to the consent terms. The original aadhar card of defendant No.4 is produced for verification. Upon verification, the original aadhar card is returned back to the said defendant. This Court is satisfied that the consent terms can be taken on record. Accordingly, the same are taken on record and marked 'X'.

4. Leave petition is allowed by consent.

5. Defendant Nos.1 to 4 have agreed to submit to a decree in terms of prayer clauses (a) to (d) and (f). The suit is decreed as per the consent terms. Decree be drawn up accordingly.

6. It is recorded that as per clause 4 of the consent terms, defendant Nos.1 to 4 have handed over certain post-dated cheques for an amount of ₹ 4,50,000. Defendant No.4 undertakes to honour the said cheques and this is specifically recorded in the consent terms.

7. 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.

8. 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. In view of the disposal of the suit, pending applications, if any, also stand disposed of.

(MANISH PITALE, J)

Priya Kambl