

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

COMMERCIAL IP SUIT (LODGING) NO. 1001 OF 2025
WITH
INTERIM APPLICATION (LODGING) NO. 1293 OF 2025
WITH
LEAVE PETITION (LODGING) NO. 1261 OF 2025
WITH
COURT RECEIVER'S REPORT NO. 119 OF 2025
IN
COMMERCIAL IP SUIT (LODGING) NO. 1001 OF 2025

Asian Paints Limited

...Plaintiff

Versus

Sonia Arora trading as
Flora Paint Industry

...Defendant

- Mr. Amey Nargolkar a/w Ms. Parveen Anand and Mr. Shubham Singh i/b Khaitan & Co., for the Plaintiff.
- Mr. Yash Patade, Representative of Plaintiff.
- Ms. Charushila Vaidya, 2nd Assistant to Court Receiver.

CORAM : MANISH PITALE, J.

DATE : 17th APRIL 2025.

P. C. :

1. The learned counsel for the plaintiff submits that the present proceedings were supposed to be listed in the supplementary list for tendering consent terms, as the disputes between the parties are settled, but for some reason the proceedings have not been listed.

2. In that light, the present suit alongwith the pending application and leave petition are taken on record.

3. The learned counsel for the plaintiff has tendered the Consent Terms that are signed by the constituted attorney for the plaintiff and the defendant, as also advocate representing the plaintiff. The defendant has joined the proceedings through video conferencing and copy of her Aadhar Card is annexed to the Consent Terms. In that light, the Consent Terms are taken on record and marked “X” for identification.

4. The defendant has agreed to submit to a decree in terms of prayer clauses (a), (a-1) and (b). The suit is decreed as per the Consent Terms. The decree shall be drawn up accordingly. The leave petition is allowed by consent.

5. The amount mentioned in paragraph No.9 of the Consent Terms is received by the plaintiff.

6. The undertakings given in the Consent Terms are accepted as undertakings given to this Court. The parties to the Consent Terms are directed to abide by their respective obligations as per the Consent Terms.

7. A soft copy of the Consent Terms shall be uploaded as second order in the matter.

8. 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.

9. 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.

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 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.

11. In view of disposal of the suit, interim applications, if any, also stand disposed of.

(MANISH PITALE, J.)