

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

**COMMERCIAL IP SUIT (L) NO.13334 OF 2025
WITH
LEAVE PETITION NO.13625 OF 2025
WITH
INTERIM APPLICATION (L) NO.13699 OF 2025**

Procter and Gamble Home Products Pvt. Ltd. and ...Plaintiffs
Anr.

Versus

Ovita Cosmetics Pvt. Ltd. and Ors. ...Defendants

*Mr. Karan Khiani i/b. Rashmi Singh, for the Plaintiff.
Mr. Jayesh Pandya, Partner of Defendant No. 2 present through VC.
Mr. Deepak Bhalerao, 2nd Asstt. To C.R.*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : NOVEMBER 28, 2025

P. C. :

1. This Court is informed that the Suit has been settled between the parties. The consent terms are tendered which are taken on record and marked "X" for identification. The consent terms are executed by the constituted attorney of the Plaintiff No. 1 and by the Director of Defendant No. 1, and Proprietor of Defendant Nos. 2 and 3. The consent terms are also counter signed by the advocate for the Plaintiffs.

2. The Defendant Jayesh Pandya is present virtually. He reiterates the terms of the consent terms and submits to a decree on admission in terms of prayer clauses (a) to (e). His identity is verified from the Aadhar card which is annexed to the consent terms.
3. The Suit is decreed on admission in terms of prayer clauses (a) to (e) of the consent terms.
4. Refund of Court fees as per rules.
5. Statement made in the consent terms is accepted as an undertaking given to this Court.
6. Court Receivers Report stands disposed.
7. Court Receiver stands discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of eight days from the demand being raised by the Court Receiver.
8. Interim Application does not survive for consideration and stands disposed of.

Leave Petition No. 13625 of 2025 :-

9. As the Suit is disposed of with consent, Leave Petition stands allowed.

[SHARMILA U. DESHMUKH, J.]