

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL IP SUIT NO.193 OF 2023

Franco-Indian Pharmaceuticals Private Limited

...Plaintiff

Versus

Benatton Pharmaceutical Private Limited & Ors.

...Defendants

WITH

INTERIM APPLICATION NO.6676 OF 2025

WITH

COURT RECEIVER REPORT NO.223 OF 2023

IN

COMMERCIAL IP SUIT NO.193 OF 2023

Mr. Hiren Kamod a/w Ms. Archita Gharat and Mr. Kiran Mehta i/b Mr. Kiran J. Mehta, for the Plaintiff.

Mr. Atmaram Patade a/w Mr. Suraj Naik, Mr. Bhagawan Kasture, Mr. Rahul R. Dubey, Mr. Akshay Adivarekar, Ms. Shraddha Patil and Mr. Atharva Kudtarkar i/b Atmaram Patade, for Defendant No.3.

Mr. Satish Kumar, Defendant No.3, (through V.C.), present.

Mr. Deepak S. Bhalerao, Second Assistant to Court Receiver, present.

CORAM	:	ARIF S. DOCTOR, J.
DATE	:	8th JANUARY, 2026

P.C.

1. Learned counsel for the Plaintiff and Defendant No.3 have today tendered Consent Terms, by which the Suit has been settled between the signatories to the said Consent Terms. Defendant No.3 i.e., Mr. Satish Kumar has appeared virtually and is identified by Mr. Patade. Defendant No.3 confirms that he is duly authorized by the said company and that the resolution dated 3rd January 2025 authorizes him to compromise the Suit.

2. Having due regard to this, the Consent Terms are marked as "X" for identification and taken on record.
3. The undertakings given in the Consent Terms are accepted as undertakings given to the Court.
4. Needless to state that the Consent Terms shall be binding only upon the signatories thereto.
5. Mr. Patade, learned counsel for Defendant No.3, at this stage also points out that in the event the amount of Rs.12,00,000/- which is mentioned in clause 16 of the Consent Terms and for which a cheque dated 18th January 2026 has been handed over, is remitted by way of wire transfer, the Plaintiff shall hand back the said cheque for Rs.12,00,000/- within a period of one week from receipt of the balance amount.
6. Mr. Kamod, learned counsel for the Plaintiff confirms this position and assures the Court that in the event Rs.12,00,000/- is remitted by way of wire transfer, the cheque for Rs.12,00,000/- dated 18th January 2026 shall be handed back to Defendant No.3.
7. Needless to state that the ad-interim reliefs which are in force shall continue to operate qua the other Defendants.
8. Accordingly, the Suit is disposed of against Defendant No.3 in the aforesaid terms.
9. A soft copy of the Consent Terms will be uploaded as the second order in the matter. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

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10. Stand over to 5th February 2026.

[ARIF S. DOCTOR, J.]