

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

**INTERIM APPLICATION NO. 7171 OF 2025
WITH
INTERIM APPLICATION (L) NO. 5096 OF 2024
IN
COMMERCIAL IP SUIT NO. 142 OF 2024
WITH
COMMERCIAL IP SUIT NO. 142 OF 2024**

SHALIMAR PACK
Through its Partner and Power of Attorney Holder ...Applicant/
Vijaykumar Saraogi Plaintiff

IN THE MATTER BETWEEN :

SHALIMAR PACK ...Plaintiff
Through its Partner and Power of Attorney Holder
Vijaykumar Saraogi

Versus

Navkar Packaging ...Defendant

Mr. Shekhar Bhagat for the Applicant/Plaintiff

*Mr. Vinod A. Bhagat a/w Ms. Aishwarya Lad and Mr. Siddhant Gupta i/b
Mr. Vinod A. Bhagat for the Defendant*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : APRIL 21, 2026

P. C. :

1. This Court is informed that the dispute has been amicably settled between the parties. The consent terms are tendered, which are taken

on record and marked "X" for identification. The consent terms are signed by the Power of Attorney Holder of Plaintiff No. 1 and Plaintiff No. 2, and by the Defendant and the partners of the Defendant. The partners of the Defendant are present virtually and reiterate the terms of the consent terms. They submit to a decree on admission in terms of prayer clauses (a) and (b) of the plaint. The statement made in the consent terms is accepted as an undertaking made to this Court.

2. The Suit is decreed in terms of prayer clauses (a) and (b) of the plaint. Refund of court fees as per rules.

3. The Court Receiver's report is disposed of. The Court Receiver is discharged without passing of accounts. All costs, charges, and expenses of the Court Receiver are to be paid within a period of eight days of demand being raised by the Court Receiver.

4. The Interim Applications do not survive for consideration and stand disposed of.

[SHARMILA U. DESHMUKH, J.]