



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (LODGING) NO. 38509 OF 2024
WITH
LEAVE PETITION (LODGING) NO. 38515 OF 2024
IN
COMMERCIAL IP SUIT (LODGING) NO. 38417 OF 2024**

Marico Limited ... Applicant/Plaintiff
vs.
AB Udyog Private Limited ... Respondent/Defendant

Mr. Nishad Kulkarni a/w. Mr. Aasif Navodia, Ms. Khushboo Jhunjunwala, Ms. Jaanvi Chopra and Ms. Rakshita Singh, i/b. Khaitan & Co. for plaintiff.

Mr. Shamin Marwah, representative of plaintiff (through video-conferencing).

Mr. Prem Kumar Pandey a/w. Mr. Chandrakant Kushwaha and Mr. Abhijeet Agarwal for defendant.

Mr. Prateek Bansal, CEO and authorized signatory of the defendant in-person.

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

**CORAM : MANISH PITALE, J.
DATE : 06th FEBRUARY, 2025**

P.C. :

. The learned counsel for the parties inform this Court that the disputes between the parties are now settled and that the consent terms have been executed.

2. The consent terms are signed by the constituted attorney of the plaintiff and the authorized signatory of the defendant. Copies of the relevant documents authorizing the signatories, are placed on record. The consent terms are also signed by the respective advocates for the parties. The same are taken on record and marked 'X'.

3. The *ex-parte* ad-interim order dated 19.12.2024 was executed and the Court Receiver's Report No.72 of 2025 is tendered. The same is also taken on record.

4. As per the consent terms, the defendant has agreed to suffer decree as per prayer clauses (a), (b) (c), (e) and (f). The defendant has also agreed to pay a sum of ₹ 2,50,000/- to the plaintiff towards legal costs, as per paragraph No.11 of the consent terms. The demand draft has been handed over to the learned counsel for the plaintiff in the Court today.

5. The suit is disposed of as per the consent terms. Decree be drawn up accordingly. Leave petition is allowed by consent.

6. The undertakings recorded in the consent terms are accepted as undertakings to this Court. Parties 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. 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.

8. 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.

9. 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.

10. Pending applications, if any, also stand disposed of, in view of the disposal of the suit.

11. Liberty is granted to Mr. Pandey to file *vakalatnama* on behalf of the defendant.

(MANISH PITALE, J)

Priya Kambli