

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP. SUIT NO. 185 of 2023

Unilever IP Holdings B.V. & Anr.	)	Plaintiffs
Versus		
Mritunjay Kumar.	)	Defendant

CONSENT TERMS

1. The Plaintiffs abovenamed have filed the present suit against the Defendant abovenamed praying inter alia for reliefs on infringement of their registered trade marks FEAST and the HEART DEVICE and for passing off the goods viz. ice-creams, frozen desserts and any other like goods, by the Defendant, for use of a deceptively similar marks FEAST and Heart Device and for other reliefs as more particularly mentioned in the plaint.

2. The Defendant hereby acknowledges the proprietary rights of the Plaintiffs in its trade mark FEAST and the HEART DEVICE, being used by the Plaintiffs in relation to their ice-




creams, frozen desserts and other like goods as more particularly mentioned in the plaint.

3. The Defendant agrees and undertakes that he shall not hereafter use the impugned mark FEAST and the Heart Device or any other trade mark which is identical with and/or deceptively/substantially similar to the Plaintiff's trade marks FEAST and HEART DEVICE.

4. The Defendant accordingly submits to a Decree in favour of the Plaintiffs in terms of prayers (a) to (c) of the plaint, which reads as under :-

- (a) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, distributing, packaging, selling and/or offering for sale and/or using in any manner whatsoever in relation to their ice-creams, frozen desserts and/or any other like goods, the impugned marks FEAST and Heart Device or any mark or device identical with and/or deceptively similar to the Plaintiffs' trade marks FEAST and the HEART DEVICE, so as to infringe upon the Plaintiff No. 1's said trade mark FEAST registered under Nos.



498475, 505317, 836868, 957734 and 515544 and the HEART DEVICE registered under Nos. 778779, 3048541, 1401175, 3292287 and 2951087; all in class 30;

- (b) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, distributing, packaging, selling and/or offering for sale and/or using in any manner whatsoever in relation to their ice-creams, frozen desserts and/or any other like goods, the impugned marks FEAST and the Heart Device or any mark or device identical with and/or deceptively similar to the Plaintiffs' trade marks distinctive and prior used trade marks FEAST and the HEART DEVICE, so as to pass off their goods and business as and for those of the Plaintiffs or in some way connected or associated therewith;
- (c) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be ordered to deliver up to the Plaintiffs for destruction all of the impugned goods, labels, covers, wrappers,



cartons, bill books, visiting cards, pamphlets, literature, stamps, seals, printing, packing and advertising material and other things bearing the impugned marks FEAST and Heart Device and/or any other mark or Device identical with and/or deceptively similar to the Plaintiffs' said well-known trade marks FEAST and the HEART DEVICE;

5. As regards prayer clause (c) above, the Defendant undertakes to destroy all the goods and/or packaging materials bearing the impugned mark FEAST and Heart Device, which have been seized by the Additional Special Receiver appointed in the said matter, within a period of 2 weeks from the date of execution of the consent terms, which destruction shall be undertaken in the presence of the Plaintiffs' representative and the contents of the seized goods, viz. ice-creams, frozen desserts, shall be handed over to the Defendant. .

6. As regards the Plaintiff's claim of damages mentioned in prayer clause (d) of the plaint, the Defendant hereby pays an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in favour of the second Plaintiff, i.e. Hindustan Unilever Limited, vide Demand Draft Nos. 000022 and 000076 dated 14.07.2023 and 18.08.2023 respectively, both drawn on Bank of India. The Defendant submits that the said Demand Drafts



issued in the favour of second Plaintiff will be honored by his bankers.

7. Incase the Defendant are found to violate the above terms, the Plaintiff shall remain entitled to take all such actions and seek such remedies as are permissible under applicable law.

8. Copy of the Power of Attorney in favour of Ms. Vijayalakshmy Malkani, for the Plaintiffs is appended herewith as **EXHIBIT A**. Identify proof of Mr. Mritunjay Kumar, the Defendant abovenamed, is appended herewith as **EXHIBIT B**.

This 22nd day of August 2023.



Vijayalakshmy Malkani
Constituted Attorney of the Plaintiffs



Mritunjay Kumar
(Defendant)



Advocates for the Plaintiffs.

I, **Phillip Anthony JOURNEAUX**, Notary Public of the City of London, England,
by Royal Authority duly admitted and sworn, practising in the said City,

DO HEREBY CERTIFY AND ATTEST:

THAT the hereunto annexed Document has been signed for and on behalf of the
Company styled "**UNILEVER IP HOLDINGS B.V.**" by **Stephen Francis**
BEALE, a British citizen, born on 1st August 1937, whose identity I, the Notary,
attest, he being a duly appointed Attorney-in-Fact of the aforementioned Company;

THAT the said Company styled "**UNILEVER IP HOLDINGS B.V.**" is a private
limited company duly incorporated and existing under the laws of The
Netherlands, registered in the Commercial Register of The Netherlands under
number 81003897 and with Registered Address at **Weena 455, 3013AL**
Rotterdam, The Netherlands;

AND THAT the said **Stephen Francis BEALE** is duly authorised to sign the said
annexed Document on behalf of the said Company under and by virtue of a Power
of Attorney granted in his favour by such Company dated 26th November 2020, a
copy of which has been produced to me, the undersigned Notary.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of
Office in the City of London aforesaid, this twenty-sixth day of March in the year
Two thousand and twenty-one.



Phillip Anthony JOURNEAUX
Notary Public of London, England



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays / País:	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Philip Anthony Joumesaux
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal / stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	29 March 2021
7. by par / por	Her Majesty's Principal Secretary of State for Foreign, Commonwealth and Development Affairs
8. Number sous no / bajo el número	APD-2303789
9. Seal / stamp Sceau / timbre Sello / timbre 	10. Signature Signature Firma J. Allsop-Ward 

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SPECIAL POWER OF ATTORNEY

We, **UNILEVER IP HOLDINGS B.V.**, a company incorporated under the law of the Netherlands having its registered office at Weena 455, Rotterdam 3013 AL, Netherlands, (hereinafter referred as Unilever) **do hereby constitute, appoint and retain Mr. Devopam Bajpai, and/or Mr. Amit Bhasin and/or Mr. Ashwani Tyagi and/or Ms. Shelly Kohli and/or Ms. Vijayalakshmy Malkani**, adult, Indian inhabitant, all Officers/Managers of Hindustan Unilever Limited (formerly known as Hindustan Lever Limited), a company incorporated under the Indian Companies Act, 1913, having its Registered Office at Unilever House, B D Sawant Marg, Chakala Andheri (East), Mumbai 400 099, India (hereinafter referred as "HUL") a subsidiary of Unilever in India, as our Attorney and Agent ("Agent") in connection with protection of trademarks of Unilever, its subsidiaries and licensed trademarks against infringement, passing off and unfair competition on behalf of Unilever, and in this regard to act, issue legal notices, file suits, complaints, applications, petitions, appeals and sign, affirm, execute, verify documents, and appear either themselves or through pleaders (advocates), counsels on our behalf in all proceedings, oppositions, rectification, applications, renewals, or any issue arising in courts, quasi-judicial, judicial and administrative body(ies) constituted under the laws for the time being in force and for the above purpose authorize the Agent[s] to retain and remunerate advocates, attorneys, vakils and pleaders and to sign vakalatnamas and other necessary applications, documents and to appoint such retainers, agencies and authorities from time to time at pleasure to revoke.

We hereby further authorise the above named Agent(s) to act singly and each one of them to sign on our behalf to such papers and do such acts, including substitution or revocations, as may be necessary or expedient and generally to do or cause to be done all lawful acts, deeds and things necessary for or in relation to matter stated herein above

and lastly we request that each one of them be recognised as our authorised agent and attorney in all the proceedings incidental thereto.

We further authorize the Agent[s] to settle, compromise any claims, complaints, suits, disputes and for that purpose sign and execute consent terms, settlement or other agreements in any suit, proceedings, complaint, applications, petitions, appeals filed by these Agent[s] in pursuance of the powers conferred herein.

GENERALLY to do whatever the Agent[s] may deem expedient or may be advised for the purpose of protecting the interest of Unilever and to execute do and perform on behalf of the Unilever all deeds, assurances, acts matters and things as fully and effectually in all respects as it itself could the said Agent in exercising the powers hereby conferred shall however confirm to all the regulations and directions for the time imposed on or given to him by Unilever.

It is expressly agreed and confirmed that this authority is restricted to the protection of all trade marks covered by Schedule of the Technology, Trade Mark License and Central Services Agreement dated 26-03-2013 including unregistered trademarks being used by HUL in India in pursuance of the said agreement dated 26-03-2013 and all subsequent addendum, written consent, any subsequent agreement / annexures.

This authority specifically does not confer however the power to assign or to sell or to grant licences in connection with, any of the rights mentioned above.

AND Unilever hereby agrees that all acts, deeds and things lawfully done by the said Agents in relation to the matter arising out of Technology, Trade Mark License and Central Services Agreement dated 26-03-2013 and addendum thereto including any subsequent executed agreement as also otherwise all acts in good faith shall be construed as acts, deeds and things done by the Unilever and the Unilever undertakes to ratify and confirm

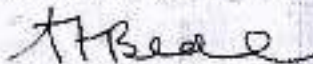
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all and whatever the said Agent shall lawfully do or cause to be done by virtue of the Power hereby given or under any previous Power issued/given by Unilever to these Agent[s] (whether jointly with some other person(s) or alone) in respect of all or any of the above;

It is expected that the Agent / Attorney shall comply with the Corporate Intellectual Property Policy and the Code of Business Principles.

This Power of Attorney (general authorisation) is valid for a period of three years from the date of signing, rescinds, and replaces all previous authorities granted for Intellectual Property matters.

This power of authority hereby conferred shall become effective from 25th March, 2021 and continue to remain in force till 25th March 2024, unless revoked earlier and is renewable thereafter.

For and on behalf of Unilever IP Holdings B.V.



Duly Authorized

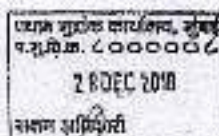
Dated this 25th day of March 2021



MAHARASHTRA

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AN 663466



KNOW ALL MEN BY THESE PRESENTS that MINOLISTAN LUNILOVER LIMITED, a Joint Stock Company incorporated under the Indian Companies Act, VI of 1913 (hereinafter referred to as "the Company") and having its Registered Office at Unkower House, B. D. Sawant Marg, Chetkula, Andheri East, Mumbai 400 039, doth hereby nominate, constitute and appoint **MS. VEDYATAPAKSHISHI MALKANI**, a Manager of the Company, to do the true and lawful Attorney in fact and at law of us in India for us and in our name and on our behalf to do, execute and perform all or any of the acts, deeds, matters and things hereinafter required, namely:

1. I, _____ do hereby authorize, constitute, empower, confirm, ratify, approve or agree to appear in all actions and other legal and quasi-judicial proceedings and demands whether civil, criminal, political or administrative including any proceedings under any labour or industrial or trade union legislations in force from time to time and also to enforce by execution, attachment, distress, suit or otherwise any decree or award in our favour and to defend or resist any such process issued or used against us in any such action or proceeding as attorneys at law to retain, employ and remunerate Attorneys, Advocates, Agents and Pleaders and to sign and to give warrants, subpoenas and other necessary authorities and such returns and authorities from time to time at pleasure to revise.





2. I/We sign and execute, enter into contracts, agreements, or such other arrangements with consultants, agents, vendors or such other persons for such services as the Attorney may think necessary and proper for efficiently carrying on the business of the Company.
3. I/We appear in our behalf and stand, appear, and represent our interests before any court, civil, criminal, labour or industrial-disputes by law to hear any suit or proceedings or any other enquiry relating to any of the matters aforesaid.
4. I/We make, swear, sign, seal, exhibit, deliver and submit all declaration, returns, applications, bonds, affidavits, pleadings, papers, deeds, documents and writings whatsoever, civil, necessary or exigent for or in furtherance of any of the purposes arising under or in connection with or of the Direct Tax Laws viz. Income Tax Act, 1951 and Indirect Tax Laws viz. Customs Act, 1962, Goods and Service Tax Laws and any other Local/State Indirect Taxes, the Central Excise and Salt Act, 1944, and other related Companies Act, 1956, Companies Act, 2013, Bank Industrial Companies (Special Provisions) Act, 1966, the Factories Act, 1948, the Drugs and Cosmetics Act, 1954, Local Shops and Establishments Act, Trade Marks Act, 1999, The Copyright Act, 1957, The Patents Act, 1970, the Industries (Development and Regulations) Act, 1951, the Consumer Protection Act, 1986, the Legal Metrology Act, 2009, the Competition Act, 2002, the Food Safety and Standards Act, 2006, as amended from time to time and all the Rules and regulations made thereunder and all such other laws of the Central/State Government relating to employment of workmen, pollution control, excise, customs, transport by rail, land, sea or air as are now in force or may hereafter come into force within India or any part thereof.
5. I/We accept all notices, summons and papers whatsoever addressed to or served on the Company by any Direct Tax Laws viz. Income Tax Act, 1951 and Indirect Tax Laws viz. Customs Act, 1962, Goods and Service Tax Laws and any other Local/State Indirect Taxes authorities and/or Court within this said territory in relation to all or any matters arising under or in connection with laws relating to Direct & Indirect Tax which are now or may hereafter be in force or under any other law in force within this said territory.
6. I/We adjust, settle, compromise or submit in arbitration any accounts, debts, claims, demands or disputes touching any of the matters as aforesaid, to ask, demand, sue for, enforce payment and take possession or take or all and recover and receive and give effectual receipts and discharges for all or any of the assets of the Company including claims, moneys, securities for money, debts, goods, merchandise, chattels, personal estates of or to which the Company is now or hereafter may become entitled or which are or may become due owing payable or transmissible to or enforceable by the Company from any person, company, corporation, Governmental authority or Court within this said territory.
7. I/We represent the Company before Government - Central or State, Direct Tax, Indirect Tax authorities, including but not limited to Income Tax, Customs, Excise, Import and Export Control, Food and Drug Administration, Licensing-Market, Local or any other public body, authority(ies), officer or officers or any state or public financial institutions or banks and before all Courts of law, or tribunals for any persons suspected with or relating to the business affairs, activities, operations or property of the Company AND to make and sign all references, applications, appeals, reference, petitions or other representations on behalf of the Company in the Government or any of the aforesaid authorities, officers, institutions or banks.
8. I/We appoint one or more substitute or substitutes from time to time to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time.
9. AND GENERALLY to act in relation to the business and on our behalf to execute do and perform all deeds, assurances, acts, matters and things as fully and effectually in all respects as we could do if personally present.

AND we do hereby ratify and confirm and for ourselves, our successors and assigns covenant to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents including in such





confirmation whatsoever shall be done between the time of the revocation by means of this Power of Attorney and the time of such revocation becoming known to the said Attorney;

AND we do hereby expressly declare that these presents and the powers and authorities hereby conferred are in addition to and not by way of limitation of or substitution for any former or other Power or Powers of Attorney heretofore given or delegated by us (whether jointly with some other person or persons or alone) and now existing uncanceled whether to the said Attorney or to any person or persons in India and that these presents are not intended to and shall not revoke or limit such other Power or Powers of Attorney;

AND we do hereby further declare that the fact of our or any other person on our behalf at any time or times hereafter performing or doing all or any of the acts, deeds, matters or things hereinbefore mentioned shall not be deemed to revoke, cancel or otherwise prejudice any of the powers or authorities conferred by these presents.



IN WITNESS WHEREOF we have caused our Common Seal to be hereunto affixed at Mumbai this 15th day of February, 2019.

THE COMMON SEAL of the abovementioned HINDUSTAN UNILEVER LIMITED was affixed pursuant to a resolution of the Committee of the Board of Directors passed in that behalf on 4th day of February, 2019 affixed in the presence of

FOR AND ON BEHALF OF
HINDUSTAN UNILEVER LIMITED

S. Phatak

Name : SRINIVAS PHATAK
Position : Director

Dev Bajpai

Name : Dev Bajpai
Position : Secretary

BEFORE ME



[Signature]
15-02-2019

SANJAY KUMAR PANDEY
Advocate & Notary Govt. of India
Room No. 7 Super Kishore Hotel Chawl
Sahakar Compound Near Marathi School
Opp. Highway Caves Road Jogeshwari (E)
Mumbai-400 063.

NOTED AT SR NO. 192
IN THE NOTARIAL REGISTER



G. S. Hegde & V. A. Bhagat
TRUE COPY
G. S. HEGDE & V. A. BHAGAT
ADVOCATES



PA
TRUE COPY
G. S. HEGDE & V. A. BHAGAT
ADVOCATES

For *[Signature]*

For Plaintiff

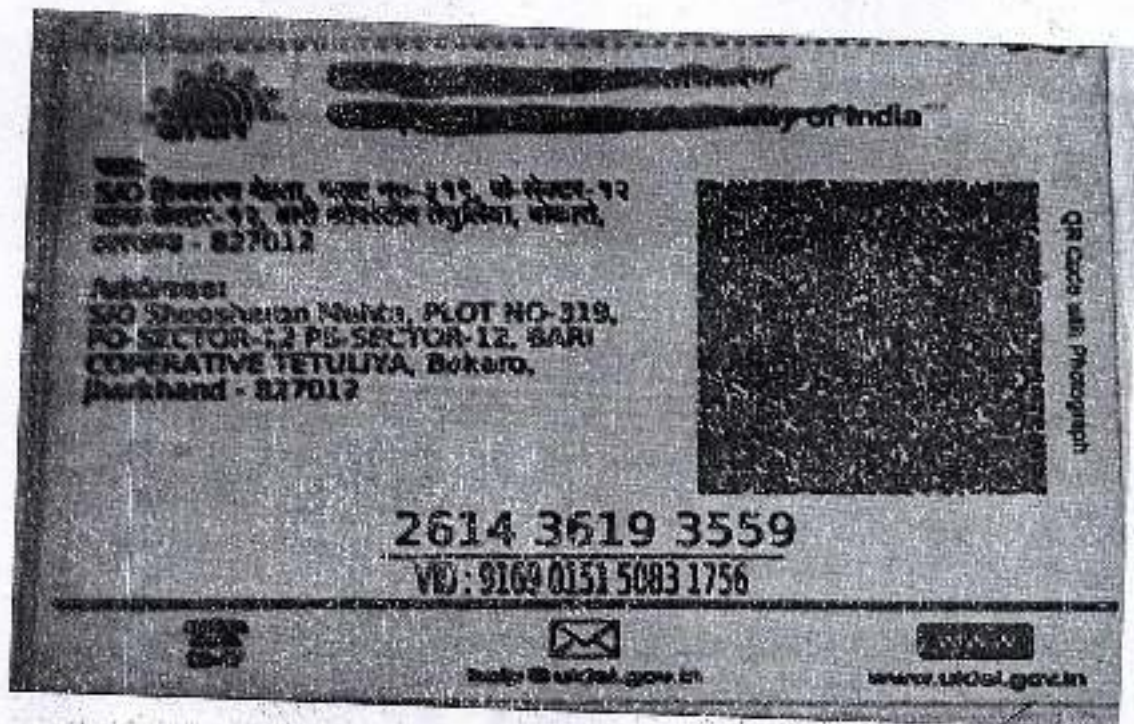
EXHIBIT-B




मृत्तुन्जय कुमार
Mritunjay Kumar
 जन्म तिथि/DOB: 17/12/1966
 पुरुष/ MALE

2614 3619 3559
 UID: 9169 0151 5083 1756

मेरा आधार, मेरी पहचान





 S/O Sheosharan Naha, PLOT NO-319, PO-SECTOR-12, BARI CO-OPERATIVE TETULIYA, Bokaro, Jharkhand - 827012

2614 3619 3559
 UID: 9169 0151 5083 1756




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Mritunjay

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

COMM. IP. SUIT NO. 185 OF 2023

SUIT FOR INFRINGEMENT OF TRADE MARK
AND FOR PASSING OFF

ACT CODE NO. 87
CATEGORY CODE NO. 1017

Unilever IP Holdings B.V. & Anr.)... Plaintiffs

V/s.

Mehta Ice)... Defendant

CONSENT TERMS

Dated this 22nd day August 2023