

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL INTELLECTUAL PROPERTY
RIGHTS SUIT NO. 311 OF 2022

1. Unilever IP Holdings B.V	)	
a company incorporated under	)	
the laws of the Netherlands,	)	
having its registered office at	)	
Weena 455, 3013AL	)	
Rotterdam, the Netherlands.	)	
	)	
2. Hindustan Unilever		
Limited, a public limited	)	
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,	)	
Maharashtra	)	 Plaintiffs.
Versus		
M/S Bindas Food And Agro	)	
Manufacturing	)	

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Jahida Bibi

[Signature]

having its address at Chotto	)	
Chandpur, Bishnupur, Basina,	)	
Rajarhat, Dist - North 24	)	
Parganas, Pincode - 700 135,	)	
West Bengal.	)	 Defendant

CONSENT TERMS BETWEEN PLAINTIFFS AND DEFENDANT

The parties have amicably settled their dispute and arrived on following minutes of order.

1. The Defendant acknowledges that the Plaintiffs are the true and lawful proprietor of the trade mark/ Device of CHOCCOFEAST,

FEAST / 

2. By consent of the parties Clause XIV Leave Petition is allowed.
3. The Defendant submits to a decree in terms of prayer clause (a), (b) and (d) of the Plaint, which is reproduced hereinbelow:-

a. the Defendant by itself, its directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under it be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Plaintiff No. 1's registered trade marks bearing nos. 498475, 505317 and

Jahida Bibi

836868 all in class 30 by using the impugned trade mark CHOCO FEAST and/or any other trade mark containing the words CHOCO FEAST or FEAST and/or any other word/s deceptively similar thereto and/or any other trade mark identical with or deceptively similar to the Plaintiff No.1's registered trade marks bearing nos.498475, 505317 and 836868 all in class 30 in respect of the said goods covered by the Plaintiff No.1's said registrations and/or like goods or in any other manner whatsoever;

- b. the Defendant by itself, its directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under it be restrained by a permanent order and injunction of this Hon'ble Court from manufacturing and/or marketing and/or selling and/or advertising and/or trading in and/or otherwise dealing in frozen desserts and/or ice creams and/or similar goods under the impugned trade mark CHOCO FEAST and/or any other trade mark containing the word FEAST and/or any other word/s deceptively similar thereto and/or any other trade mark identical with or deceptively similar to the Plaintiffs' said well-known trade mark FEAST so as to pass off or enable others to pass off the Defendant's goods as and for the well-known goods of the Plaintiffs or in any other manner whatsoever;*

d. the Defendant be ordered and decreed to deliver up to the Plaintiffs for destruction the Defendant's goods, labels, covers, wrappers, hoardings, cartons, bill books, visiting cards, pamphlets, literature, stamps, seals, ice cream carts/trucks, refrigerators, freezers, printing, packing and advertising material and other things bearing or containing the impugned trade mark CHOCO FEAST and/or any other trade mark containing the words CHOCO FEAST or FEAST or any other word/s deceptively similar thereto;

4. In so far as the impugned goods bearing the impugned marks which have been seized by the Court Receiver, the Defendant agrees and undertakes to remove the labels and packaging bearing the impugned trade mark from the actual products and destroy the said labels, cartons, packaging, literature or material bearing the impugned trade marks in the presence of the Plaintiffs' representative, within a period of two weeks from today at the cost of the Defendant.
5. The Court receiver appointed by the Hon'ble Court shall stand discharged.
6. Court Fees be refunded as per rules.
7. In view of the above, the Plaintiffs does not press for remaining reliefs including costs and damages.

Jahida Bibi

Dated this 11th day of August 2023.

**For Unilever IP Holdings B.V.
And Hindustan Unilever Limited**



Ms. Vijayalakshmy Malkani
(Authorised Representative)

**For Bindas Food and Agro
Manufacturing**



Jahida Bibi
(Proprietor)

**For Unilever IP Holdings B.V.
And Hindustan Unilever Limited**



①

Adv. Dishita Shah &
Adv. Gautam Panchal
(Advocate for the Plaintiff No. 1
and 2)

**For Bindas Food And
Agro Manufacturing**



Adv. Nidhi Bangera
(Advocate for Defendant)

DE PINNA
NOTARIES

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 1967, 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	Phillip Anthony Journeaux
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	AP0-2303769
9. Seal / stamp Sceau / timbre Sello / timbre 	10. Signature Signature Firma 

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country not party to the Hague Convention of the 5th of October 1961, it should be presented to the consular section of the mission representing that country.

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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 Maikani, 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 400 059, 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

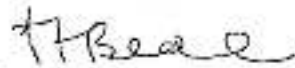
all and whatever the said Agent shall lawfully do or cause to be done by virtue of the Power hereby given or under any previous Power issued/given by Unilever to these Agent[s] (whether jointly with some other person(s) or alone) in respect of all or any of the above;

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

TRUE COPY
For Gautam & Co

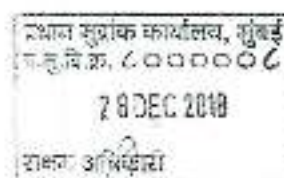
Advocates



महाराष्ट्र MAHARASHTRA

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KNOW ALL MEN BY THESE PRESENTS that HINDUSTAN UNILEVER LIMITED, a Joint Stock Company incorporated under the Indian Companies Act, VII of 1913 (hereinafter referred to as "the Company") and having its Registered Office at Unilever House, B. D. Sawant Marg, Chakala, Andheri East, Mumbai 400 059, doth hereby nominate constitute and appoint **MS. VIJAYALAKSHMY MALKANI**, a Manager of the Company, to be 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 appearing, namely :

1. To commence, prosecute, enforce, defend, answer, oppose or appear or appeal 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 mark 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 aforesaid to retain, employ and remunerate Advocates, Attorneys, Vakils and Pleaders and to sign and to give warrants, vakalatnames and other necessary authorities and such retainers and authorities from time to time at pleasure to revoke.

[Handwritten signatures]

જોડપત્ર - ૧/Annexure - I

पञ्चम प्रतिभापत्रासाठी Copy for Affidavit

4. सुशोभित विधि में सही अनुपात का होना

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(Exhibit 10.1)

Printed on demand by www.copyright.com

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H.D. Sant'Amant, Maryland

কালকান্দি

Mumbai 400 099



2. TO 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. TO appear on our behalf and plead, argue, and represent our interests before any court, civil, criminal, labour or industrial empowered by law to hear any suit or proceedings or any other enquiry relating to any of the matters aforesaid.
4. TO make, swear, sign, seal, execute, deliver and submit all declaration, returns, applications, bonds, affidavits, pleadings, papers, deeds, documents and writings whatsoever, usual, necessary or expedient 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, 1961 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, erstwhile repealed Companies Act, 1956, Companies Act, 2013, Sick Industrial Companies (Special Provisions) Act, 1985, the Factories Act, 1948, the Drugs and Cosmetics Act, 1940, 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, 1985, 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. TO accept all notices, summons and papers whatsoever addressed to or served on the Company by any Direct Tax Laws viz. Income Tax Act, 1961 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 the 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 the said territory.
6. TO adjust, settle, compromise or submit to 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 deliver 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 transferable to or enforceable by the Company from any person, company, corporation, Governmental authority or Court within the said territory.
7. TO 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-Municipal, 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 purposes connected with or relating to the business affairs, activities, operations or property of the Company AND to make and sign all reference, applications, appeals, reference petitions or other representations on behalf of the Company to the Government or any of the aforesaid authorities, officers, institutions or banks.
8. TO 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 premises 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



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[Signature]



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. Prakash

Name : SRINIVAS PRATAK
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 Swami Krishna Hand Chawl
Swami Compound Near Marathi School
Opp Highway Caves Road Jogeshwar (E)
Mumbai-400 060.



NOTED AT SR NO. 192
IN THE NOTARIAL REGISTER

TRUE COPY
For Gautam & Co
[Signature]
Advocates



भारत सरकार
GOVERNMENT OF INDIA



জাহিদা বিবি

Jahida Bibi

জন্মতারিখ/ DOB: 06/01/1975

মহিলা / FEMALE



4396 3626 4518

আধার - সাধারণ মানুষের অধিকার

Jahida Bibi



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
बसिना (सिटी), उत्तर २४ परगना,
पश्चिमवङ्ग - ७००१३५

Address

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West Bengal - 700135



1947
1800 300 1947


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P.O. Box No. 1947,
Bengaluru-560 001

**IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COM IP SUIT NO. 311 OF 2023**

Unilever IP Holdings B.V and Anr

...Plaintiffs

Versus

Bindas Food and Agro Manufacturing.

...Defendant

CONSENT TERMS

Dated 11th day of August 2023

Gautam & Co.

(Advocate for the Plaintiff)

202, Dhun Building,

Opp. Janmabhoomi Bhavan,

Janmabhoomi Marg, Fort,

Mumbai - 400001

Enrollment No. MAH/2005/2003

Mob. No. 09819270732

Email Id : gautamandco99@gmail.com

(O.S.Reg No.8236)