

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 626 OF 2016
WITH
NOTICE OF MOTION (L) NO. 1756 OF 2016

Hindustan Unilever Limited ...Plaintiff

Versus

Himmat Soap Factory ...Defendant

Mr. Ashutosh Kane, *with Ms. Akshata Kamath, & Ms. Niyati J., i/b*
W.S. Kane & Co., for the Plaintiff.

Mr. Roopaji B. Prajapati, *Proprietor of the Defendant, in person.*

CORAM: G.S. PATEL, J

DATED: 11th July 2016

PC:-

1. Mr. Roopaji B. Prajapati, Proprietor of the Defendant is personally present in Court. He states that the Defendant will submit to a decree in terms of prayer clauses (a), (b) and (d). In view of this, Mr. Kane does not press his prayer for damages.

2. The Suit is decreed in these terms with no order as to costs. Drawn up decree dispensed with.

3. The Court Receiver stands discharged without passing accounts but on payment of his costs, charges and expenses by the Plaintiff within a period of four weeks from today.

4. It is agreed that the packaging material seized by the Court Receiver is to be destroyed by the Defendant at their own costs within four weeks from today in the presence of the representatives of the Plaintiff.

5. In view of this, the Notice of Motion does not survive and is disposed of as infructuous.

(G. S. PATEL, J.)