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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 736 OF 2016

Hindustan Unilever Limited ...Plaintiffs
Versus
Gee Bee Chem & Another ...Defendants

Mr. Himanshu Kane, *with Mr. A.H. Kane & Ms. Laher Shah, i/b*
W.S. Kane & Co., for the Plaintiffs.
Mr. Abdul Moosa Manaf, *Partner of Defendant No. 2 & Constituted*
Attorney of Defendant No. 1.

CORAM: G.S. PATEL, J
DATED: 16th November 2016

PC:-

1. Mr. Abdul Manaf on behalf of the Defendants is personally present in Court. He is a partner of the 2nd Defendant and the Constituted Attorney of the 1st Defendant. The original Power of Attorney from the 1st Defendant in favour of Mr. Abdul Manaf is taken on record.

2. As Mr. Abdul Manaf is from Kerala, I have requested Mr. K.P.P. Nair, Senior Private Secretary attached to the Chambers of Mr. Justice S.J. Kathawalla to assist in explaining the essential facts to him and to obtain a confirmation from him that he is indeed agreeable to make a statement on behalf of both the Defendants

submitting to a decree in terms of prayer clauses (a), (b) and (d). After this is explained to Mr. Abdul Manaf in Court by Mr. Nair, I am informed that Mr. Abdul Manaf has understood, accepted and agreed that the Defendants are submitting 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.

3. The Suit is decreed in these terms with no order as to costs. Drawn up decree is dispensed with. Refund of Court Fees, if any, in accordance with the Rules.

4. The Court Receiver had sealed certain goods. These are to be destroyed by the Defendants at their cost within a period of 12 weeks and they will file an Affidavit of compliance in this Court within one week thereafter.

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

6. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)