

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 843 OF 2016
WITH
NOTICE OF MOTION (L) NO. 2452 OF 2016**

Hindustan Unilever Limited ...Plaintiff

Versus

Sarthak Soap Industries ...Defendant

Ms. Akshata Kamath, i/b W.S. Kane & Co., for the Plaintiff.

Mr. Vivek Salunke, for the Defendant.

Mr. Uday Mohanrao Shinde, Proprietor of the Defendant, present.

Mr. M. S. Deshpande, Court Receiver, present.

CORAM: G.S. PATEL, J

DATED: 27th September 2016

PC:-

1. Mr. Uday Mohanrao Shinde, Proprietor of the Defendant, who is personally present in Court, submits to a decree in terms of prayer clauses (a), (b) and (d) of the Suit. Ms. Kamath, therefore, does not press the prayer for damages.

2. 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.

3. The Court Receiver had sealed certain goods. These are to be destroyed after removing detergent powder from the impugned packaging by the Defendants at their cost within a period of 12 weeks. The Plaintiffs' representatives may remain present at the time if they so desire. If the Plaintiffs' representatives are not present, the Defendant will file an Affidavit of compliance within a period of sixteen weeks from today. The Defendant may be allowed to reuse the detergent powder.
4. 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.
5. Notice of Motion (L) No. 2452 of 2016 does not survive and is disposed accordingly.
6. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)