

ATUL

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 925 OF 2016
WITH
NOTICE OF MOTION (L) NO. 2802 OF 2016**

Hindustan Unilever Limited ...Plaintiffs
Versus
K.N.H. Products, also known as K.N. Household ...Defendants
Products

Mr. Himanshu Kane, *with Mr. Ashutosh Kane & Mr. Nikhil Sharma,
i/b W.S. Kane & Co., for the Plaintiffs.*
Mr. Khushalchand Jain, *Power of Attorney holder of the Defendant, is
present.*
Mr. M.S. Deshpande, *Court Receiver, is present.*

CORAM: G.S. PATEL, J
DATED: 25th October 2016

PC:-

1. By consent, the Leave Petition is made absolute.
2. Mr. Khushalchand Jain, Power of Attorney holder of the Defendant, who is personally present in Court, submits to a decree in terms of prayer clauses (a) to (h) and (j) of the Suit. Mr. Kane, therefore, does not press the 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 after removing the goods from the impugned packaging by the Defendants at their cost within a period of 12 weeks. The Defendant will file an Affidavit of compliance within a period of sixteen weeks from today. The Defendant may reuse the goods.
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. Notice of Motion (L) No. 2802 of 2016 does not survive and is disposed accordingly.
7. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)