

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 989 OF 2016
WITH
LEAVE PETITION NO. 311 OF 2016**

Hindustan Unilever Limited	...Plaintiffs
<i>Versus</i>	
H.R. Industries	...Defendant

**Mr. Ashutosh Kane, with Ms. Anusha Ramanathan, i/b W.S. Kane
and Company for the Plaintiff.
Mr. Habibur Rahman, in person.**

**CORAM: G.S. PATEL, J
DATED: 30th November 2016**

PC:-

1. Leave Petition No. 311 of 2016 is not on board. Mentioned. Taken on board. For the reasons set out in the Petition, it is made absolute in terms of prayer clause (a).

2. Mr. Habibur Rahman, 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.

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. The packaging is to be destroyed after removing the goods. The Defendants will do this destruction at their own cost within 12 weeks and file an affidavit of compliance within 16 weeks. The goods may be reused.
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. In this case the Defendant has agreed to pay Rs. 50,000/- in damages to Hindustan Unilever Limited. This amount is said to have been transferred today. Confirmation is awaited. Having regard to the facts and circumstances of the case and the relevant position of the parties, Mr. Kane on behalf of the Plaintiff, Hindustan Unilever Limited, immediately agrees that the Plaintiff will make a donation in the amount of Rs.50,000/- to the Tata Memorial Hospital, Mumbai within 10 days of receipt of the amount.
7. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)