

JSN

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
LEAVE PETITION NO. 311 OF 2016
WITH
NOTICE OF MOTION (L) NO. 3012 OF 2016
IN
SUIT (L) NO. 977 OF 2016

Hindustan Unilever Limited	...Plaintiff
<i>Versus</i>	
H.R. Industries	...Defendants

Mr. Ashutosh Kane, *with Anusha Ramanathan i/b W.S. Kane for the Plaintiff.*
Mr. M. R. Mandavgade, *Officer on Special Duty to Court Receiver present.*

CORAM: G.S. PATEL, J
DATED: 22nd November 2016

PC:-

1. There was an exparte ad interim order dated 18th October 2016. The Defendants have since been served. Mr. Kane tenders an Affidavit of Service dated 19th November 2016. This is taken on file.

2. The Petition for leave under Clause XIV of Letters Patent which has also been served, is made absolute in terms of prayer clause (a).

3. None appears for the Defendants despite service. The Court Receiver has executed his Commission as set out in the ad interim order.

4. For the reasons set out in that order, it is confirmed as the final order on the Notice of Motion, *i.e.*, in terms of prayer clauses (a) and (c). In addition, now that leave under Clause XIV has been granted, there will also be an order on the Notice of Motion in terms of prayer clause (b), in relation to the claim in passing off.

5. The Notice of Motion is disposed of in these terms with costs. In addition, the Plaintiffs will be entitled to recover the actual cost of this Notice of Motion at the final hearing of the Suit.

(G. S. PATEL, J.)