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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 1042 OF 2016
WITH
NOTICE OF MOTION (L) NO. 3255 OF 2016
AND
LEAVE PETITION NO. 346 OF 2016**

Hindustan Unilever Limited	...Plaintiffs
<i>Versus</i>	
Lift Up Chemical Company	...Defendant

Mr. Ashutosh Kane, *a/w Ms. Anusha Ramanathan, i/b W. S. Kane & Co., for the Plaintiffs.*
Mr. Siddikki Shakirali, *Proprietor of the Defendant, in present.*
Mr. M. R. Mandawgade, *OSD from the Office of the Court Receiver, present.*

CORAM: G.S. PATEL, J
DATED: 9th December 2016

PC:-

1. By consent, the Leave Petition is made absolute in terms of prayer clause (a).

2. Mr. Shakirali, the 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. In view thereof, Mr. Kane does not presses 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 Defendant at their cost within a period of 12 weeks. The Defendant will file an Affidavit of compliance within a period of four weeks 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. Notice of Motion (L) No. 3255 of 2016 does not survive and is disposed of accordingly.

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

(G. S. PATEL, J.)