

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT (L) NO. 176 of 2017

Hindustan Unilever Ltd	...Plaintiffs
<i>Versus</i>	
Shri Shyam Soap Factory	...Defendants

Ms Akshata Kamath, *a/w Ms Vrind Gambhir, i/b WS Kane & Co,*
for the Plaintiffs.
Mr Rakesh Kumar, *Proprietor of the Defendant, present.*

CORAM: G.S. PATEL, J
DATED: 26th April 2017

PC:-

1. Mr Rakesh Kumar, Proprietor of the Defendant is present in Court. He submits to a decree in terms of prayer clauses (a), (b), (c), (d), (e) and (g) of the Suit. The Defendant agrees and undertakes to pay an amount of Rs.50,000/- towards costs to the “Naam Foundation”, 15 & 16, Ajay Shopping Centre, T.H. Katariya Marg, Matunga (West), Mumbai 400 016, set up by Mr. Nana Patekar and Mr. Makarand Anaspure. The Foundation does yeoman work in drought relief in the State. A copy of the receipt of such payment is to be deposited with the Prothonotary & Senior Master within a period of two weeks from today.

2. Ms Kamath, therefore, does not press her 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 Defendants at their cost within a period of 12 weeks.
5. The Court Receiver stands discharged without passing accounts. The Plaintiffs will pay his costs, charges and expenses within four weeks.
6. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)