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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT (L) NO. 178 OF 2017

WITH

NOTICE OF MOTION (L) NO. 617 OF 2017

AND

LEAVE PETITION NO. 109 OF 2017

Hindustan Unilever Limited …Plaintiffs

Versus

OK Plastics …Defendants

Ms Akshata Kamath, *with Anusha Ramanatha, i/b WS Kane & Co, for the Plaintiffs.*

Mr Ranjit Singh, *Partner of the Defendant, in person.*

CORAM: G.S. PATEL, J
DATED: 18th April 2017

PC:-

1. By consent, the Leave Petition is made absolute.

2. Mr Ranjit Singh, partner of the Defendant is personally present in Court. He says that the Defendant submits to a decree in terms of prayer clauses (a), (b), (c), (d), (e), (f) and (h) of the Suit.

3. Mr Ranjit Singh also agrees and undertakes to pay an amount of Rs. 31,000/- to the Tata Memorial Hospital, Mumbai towards costs. He has a demand draft ready in this amount.

4. Ms Kamath, therefore, does not presses her prayer for damages.

5. 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.

6. The Court Receiver had sealed certain goods. These are to be destroyed by the Defendants at their cost within a period of 12 weeks.

7. 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.

8. Notice of Motion (L) No. 617 of 2017 does not survive and is disposed of accordingly.

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

(G. S. PATEL, J.)