

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 36 OF 2017

Hindustan Unilever Ltd	...Plaintiffs
<i>Versus</i>	
Hindustan Industries	...Defendants

Mr Ashutosh Kane, *with Akshata Kamat, i/b WS Kane & Co, with
for the Plaintiffs.*
Mr Sachit Mohindru, *Partner of the Defendant, is present.*

CORAM: G.S. PATEL, J
DATED: 4th April 2017

PC:-

1. Mr. Sachit Mohindru, 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) and (d) of the Suit. He also states that the Defendant will withdraw its trade mark Applications, if any, filed with the Trade Mark Registry. The Defendant will file an Affidavit of compliance within a period of sixteen weeks from today.

2. Mr. Kane, therefore, does not presses his prayer for damages. He submits that the Defendant should be awarded some costs. The Defendants shall pay costs quantified at Rs. 25,000/- to the Tata Memorial Hospital within three weeks from today and deposit a photocopy of the receipt with the Prothonotary & Senior Master.

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 from today.
6. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)