

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO.51 OF 2017
IN
SUIT NO.1054 OF 2016
WITH
LEAVE PETITION NO.376 OF 2016
IN
SUIT (L) NO.1112 OF 2016**

Hindustan Unilever Limited

....Plaintiffs

V/s.

Purnima Detergent

....Defendant

Mr.Ashutosh Kane a/w Ms.Anusha Rmanathan i/by W.S.Kane & Co.
for plaintiffs.

Ms.Shalini Sinha-Regional Legal Manager of for the defendant.

Mr.Kanubhai Chaturbhai Patel proprietor of defendant present.

Mr.M.S.Deshpande-Court Receiver present in court.

CORAM : K.R.SHRIRAM,J

DATE : 16.1.2017

P.C.:-

1 Further to the order dated 13.1.2017 Kanubhai Chaturbhai Patel is present in court. Mr.Patel produces his Aadhar card to the Associate of this court to confirm he is the same person. He also produces photo copy of the municipal license issued by Ahmadabad Municipal Corporation on 10.6.1996 in which Mr.Patel is shown as proprietor of Purnima Detergent and the nature of business is shown as manufacturing and reseller of detergent cake. He has also provided photo copy of invoice raised by B.A.Rajpara & Co. Chartered Accountants confirming that he is the proprietor of the

defendant together with Indian Income Tax Return Acknowledgment dated 18.6.2016 to which his computation of total income is also annexed and he is shown as proprietor of Purnima Detergent cake. All these documents are taken on record and marked 'X' for identification.

2 Mr.Patel states that he does not wish to contest the matter and he will change the offending design & label so that the plaintiffs will not have any more grievance. He confirms that ad-interim order granted on 15.12.2016 can be confirmed as order in the Notice of Motion. Ad-interim order dated 15.12.2016 is confirmed as order in the Notice of Motion and Notice of Motion is accordingly disposed.

3 Mr.Patel further states that he does not wish to contest the suit itself. Mr.Kane for the plaintiffs requests the matter be kept at 3.00 P.M. to enable the parties to file consent terms.

At 3.00 P.M.

4 The parties tendered consent terms dated 16.1.2017 signed by the Constituted Attorney of the plaintiffs, the defendant and the advocate for the plaintiffs. The consent terms has been explained, interpreted in Gujarati to Mr.Patel who also confirms having signed the same. Consent terms is taken on record and

marked 'X' for identification. Order in terms of the consent terms. Undertakings are accepted. Petition No.376 of 2016 under clause-XIV of the Letters Patent is allowed in terms of prayer clause-(a). Suit stands decreed in terms of prayer clauses-(a), (b) and (d). Court Receiver stands discharged without passing of account. The counsel for the plaintiffs undertakes to pay all charges of the court receiver within two weeks of receiving an intimation from the court receiver. Undertaking accepted.

5 Mr.Patel states that the goods which have been sealed by the court receiver and kept in the premises of the defendant will be destroyed by him and he shall file an affidavit to that effect within six weeks. Statement accepted. Mr.Kane states that the plaintiffs will follow up with the defendant for destruction of those goods.

(K.R.SHRIRAM,J)