

ATUL

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 40 OF 2017
WITH
NOTICE OF MOTION (L) NO. 3520 OF 2016
WITH
LEAVE PETITION NO. 391 OF 2016

Hindustan Unilever Ltd	...Plaintiffs
<i>Versus</i>	
Ankit International	...Defendants

Mr Nikhil Sharma, with Ms Niyati Davawala, i/b WS Kane & Co,
for the Plaintiffs.
Mr Jai Ram Omar, Proprietor of the Defendant, in person.

CORAM: G.S. PATEL, J
DATED: 23rd January 2017

PC:-

1. For the reasons set out in the Petition, it is made absolute in terms of prayer clause (a).

2. Mr Jai Ram Omar, 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. Mr. Sharma for the Plaintiffs does not press the 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 after removing the goods from the impugned packaging by the Defendants at their cost within a period of 12 weeks. The Defendant will file an Affidavit of compliance within a period of sixteen weeks from today. The Defendant may reuse the goods.

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. The Notice of Motion is not on board. By consent, it is taken on board. Notice of Motion (L) No. 3520 of 2016 does not survive and is disposed accordingly.

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

(G. S. PATEL, J.)