

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 33 OF 2017
WITH
NOTICE OF MOTION (L) NO. 3523 OF 2016
WITH
LEAVE PETITION NO. 394 OF 2016**

Hindustan Unilever Ltd	...Plaintiffs
<i>Versus</i>	
Choudhary Gruh Udyog	...Defendants

Mr Nikhil Sharma, *a/w ms. Niyati Davawala, i/b W. S. Kane, for the Plaintiffs.*

Mr Abdulhalim Choudhary, *with Mr. Abdulhafiz Choudhary, for the Defendants.*

CORAM: G.S. PATEL, J
DATED: 16th January 2017

PC:-

1. Leave to amend to correct the cause title, without need of re-verification. Amendment to be carried out on or before 20th January 2017.

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

3. Mr Abdulhalim Choudhary, on instructions from the Defendants, says that the Defendants submit to a decree in terms of prayer clauses (a), (b) and (d) of the Suit. Mr Nikhil Sharma, therefore, does not presses his prayer for damages.

4. 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.

5. The Court Receiver had sealed certain goods. These are to be destroyed by the Defendants at their cost within a period of 12 weeks. The Defendants will file an Affidavit of compliance within a period of sixteen weeks from today.

6. 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.

7. Notice of Motion (L) No. 3523 of 2016 does not survive and is disposed of accordingly.

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

(G. S. PATEL, J.)