

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

IN ITS COMMERCIAL DIVISION

**COMMERCIAL SUIT NO.336 OF 2017
WITH
NOTICE OF MOTION NO.239 OF 2017**

Hindustan Unilever Limited)....Plaintiff

V/s.

Ramdev Tea Company)....Defendant

Mr.Ashutosh Kane a/w Ms.Akshata Kamath and Ms.Anusha Ramanathan i/by W.S.Kane & Co. for the plaintiff/applicant.

Mr.H.J.Engineer i/by Gordhandas & Fozdar for the defendant.

CORAM : K.R.SHRIRAM,J

DATE : 6.7.2017

P.C.:-

1 Counsel for the plaintiff and the counsel for the defendant tender Minutes of the Order dated 6.7.2017 signed by the counsel for the plaintiff and the counsel for the defendant. Minutes of the Order taken on record and marked 'X' for identification.

2 Suit stands decreed in terms of prayer clauses-(a), (b) & (d) which read as under :-

(a) that the Defendant by itself, its proprietor, partners, directors, servants, employees, agents, dealers, stockists, distributors and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Plaintiff's copyright in the artistic work comprised in the said artistic packaging/ trade dress shown

at Exhibit "A" hereto by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging/ trade dress shown at Exhibit "D" hereto or any other work/ packaging/ trade dress which is a reproduction of the artistic work comprised in the Plaintiff's said artistic packaging/ trade dress shown at Exhibit "A" hereto or substantial part thereof or in any other manner whatsoever;

(b) that the Defendant by itself, its proprietor, partners, directors, servants, employees, agents, dealers, stockists, distributors and all persons claiming through it be restrained by a permanent order and injunction of this Hon'ble Court from manufacturing, selling, trading in, exhibiting for sale, advertising, or otherwise dealing in tea and/or the like goods in the impugned packaging/ under the impugned trade dress shown at Exhibit "D" hereto or any other packaging/ trade dress deceptively similar to the Plaintiff's said well-known artistic packaging/ trade dress shown at Exhibit "A" hereto so as to pass off or enable others to pass off the Defendant's goods as and for the Plaintiff's well-known goods or in any other manner whatsoever;

(d) that the Defendant be ordered and decreed to deliver up to the Plaintiff the goods, labels, wrappers, pouches, packagings, dies, blocks, packing material and things bearing the impugned packaging/ trade dress shown at Exhibit "D" hereto;

3 The Court Receiver stands discharged without passing of accounts. Undertaking of the plaintiff's Advocate that the plaintiff

shall pay whatever the deficit in the charges of the Court Receiver within two weeks of receipt of communication of the Court Receiver is accepted.

4 Mr.Kane appearing for the plaintiff/applicant states that the seized goods, which are still in the premises of the defendant can be handed over by the Court Receiver to the defendant. Defendant undertakes to destroy the seized materials within one week from today in the presence of the representative of the plaintiff. Undertaking accepted.

5 No order as to costs.

6 Any interim application pending stands disposed. All interim orders stand vacated.

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

(K.R.SHRIRAM,J)