

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

**NOTICE OF MOTION NO. 2178 OF 2019
IN
COMMERCIAL IP SUIT NO. 663 OF 2019**

Henkel Adhesives Technologies Pvt. Ltd. ...Applicant/Petitioner

vs.

The Beauty Shop and Ors. ...Respondents/Defendants

Mr. Zaid Mansuri i/b Mr. Nikhil Mengde, for Petitioner.

Ms. Sunita Golatkar, Master (Adm) representative of Court Receiver

CORAM : S.C. GUPTE, J.

DATE : 11 NOVEMBER 2019

P.C. :

1. This notice of motion seeks relief in respect of infringement of the Plaintiff's registered trade marks. It is also an action of passing off. Ex-parte orders were obtained from this court on 30 July 2019 on the ground of grave urgency. This court granted an ex-parte ad-interim injunction restraining the Defendants *inter alia* from marketing the goods with the brand names referred to in prayer clause (c).

2. This court also appointed a Court Receiver to take possession of all offending goods found in the market or in possession of the Defendants under the stated brand names. The ex-parte order was lodged and the amount required by the court was deposited with the Court Receiver. The ex-parte ad-interim order, however, could not be executed till date, since after lodgement of the order the Plaintiff stopped giving instructions to his advocate. Extensions were sought from the court for execution of the order. Despite such extensions being granted, the order could not be executed and as a result, by its order dated 5 November, this court directed the notice of

motion alongwith the suit be kept under the caption 'For Dismissal'.

3. Learned Counsel for the Plaintiff informs the court that despite further attempts on the part of the Plaintiff's advocate to seek instructions, no instructions are forthcoming from the Plaintiff. Learned Counsel produces copies of emails addressed by the advocate to the Plaintiff on 5 November 2019 in this behalf. The notice of motion is, accordingly, dismissed. Ad-interim orders passed on 30 July 2019 and continued till date, are vacated forthwith. The Court Receiver is discharged without passing accounts. The Receiver's charges may be recovered from the amount deposited by the Plaintiffs with the office of the Court Receiver. The Receiver may send a memo of his charges to the Plaintiff's advocate accordingly.

(S.C. GUPTE, J.)