

Santosh

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

**COMP IP SUIT NO.235 OF 2021
WITH
INTERIM APPLICATION NO. 1881 OF 2021
IN
LEAVE PETITION NO. 130 OF 2021
WITH
COURT RECEIVER'S REPORT NO. 146 OF 2021**

(Order corrected as per speaking to the minutes of order dated 20/12/2021.)

**SANTOSH
SUBHASH
KULKARNI**

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SANTOSH SUBHASH
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Date: 2021.12.20
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Unilever Plc. & anr.	...Applicants
In the matter between	
Unilever Plc. & anr.	...Plaintiffs
Versus	
Chetan Chhaganbhai Mendpara trading as	
C.C. Laboratories	...Defendant

Mr. Ashutosh Kane, a/w Mr. Nikhil Sharma and Ms. Vedangi
Soman, i/b W. S. Kane & Co., for the Applicants/
Plaintiffs.

Mr. Suryank Rao, for the Defendant.

Mr. Hitesh Mendpara, Defendant, present.

Mr. D. M. Patil, S.O. C.R., present.

CORAM: N. J. JAMADAR, J.

DATED : 8th DECEMBER, 2021

PC:-

1. Heard the learned Counsels for the parties.
2. The learned Counsel submits that he has instructions to appear on behalf of the defendant and undertakes to file Vakalatnama during the course of the day.

3. Let the Vakalatnama be filed on behalf of the defendant in the Registry during the course of the day.
4. The learned Counsel for the plaintiff has tendered draft amendment to the plaint as, while executing the interim order, it transpired that the defendant M/s. C. C. Laboratories is a partnership firm.
5. The amendment proposed by the plaintiff is necessary for deciding the real question in controversy between the parties effectually and completely.
6. The learned counsel for the plaintiffs and the defendant make a joint statement that, in the intervening period, the parties have amicably settled the dispute. The learned counsels have tendered consent terms. The consent terms are executed by Ms. Vijayalaxmi, the Constituted Attorney of plaintiff Nos.1 and 2 and Mr. Hitesh Mendpara and Mr. Chetan Mendpara, the partners of C.C. Laboratories.
7. Mr. Hitesh Mendpara, partner of the Defendant is present before the Court. He admits the contents of the consent terms and execution thereof. The parties are identified by their respective counsels.
8. Mr. Hitesh Mendpara, upon being specifically inquired, submits that he is voluntarily submitting to the decree to be

passed in terms of prayer clauses (a), (b) (c) and (e). There is no coercion or duress. He admits the contents of the consent terms.

9. Consent terms are taken on record and marked 'X'.

10. In view of the aforesaid submissions, the statements made before the Court and the consent terms, the suit stands decreed in terms of prayer clauses (a), (b), (c) and (e) in accordance with the consent terms.

11. The consent terms shall form part and parcel of the decree.

12. The undertakings given in the consent terms are accepted as undertakings to the Court.

13. The plaintiff is entitled to refund of Court fees as per Rules.

14. Clause XIV Leave Petition stands allowed.

15. Court Receiver's Report No.146 of 2021 stands disposed of.

The Court Receiver stands discharged without passing any accounts but on payment of his costs, charges and expenses by the plaintiff.

16. In view of disposal of the suit, the Interim Application also stands disposed of.

[N. J. JAMADAR, J.]