

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

**COMMERCIAL IP SUIT NO. 277 OF 2021
WITH
INTERIM APPLICATION NO. 2710 OF 2021
WITH
LEAVE PETITION (L) NO. 2581 OF 2021
WITH
COURT RECEIVER'S REPORT NO. 223 OF 2021
IN
COMMERCIAL IP SUIT NO. 277 OF 2021**

Hindustan Unilever Ltd. ... Applicant/Plaintiff

Versus

Prashant Sharma & Anr. ... Defendants

Mr. Vinod Bhagat a/w Ms. Prachi Shah, Ms. Fatema Kalolwala, Mr. Atif Sayyed, Mr. Karan Khiani and Mr. Akshay Mehta i/b G.S. Hegde & V.A. Bhagat for the Applicant/Plaintiff.

Ms. Gazala Khan, Section Officer, C.R. present.

Mr. Prashant Sharma for Defendant No.1 and Proprietor of Defendant No.2, present in person.

CORAM : R.I. CHAGLA, J.

DATED : 27th JULY, 2022.

ORDER :

1 The parties have settled their disputes. Consent Terms dated 27.07.2022 are tendered and are taken on record and marked 'X' for identification. These are signed by the Constituted Attorney of the Plaintiff and the Advocate for the Plaintiff as well as Proprietor of

Defendant Nos.1 and 2. Appended to the Consent Terms is the Power of Attorney issued by the Plaintiff in favour of the signatory of Consent Terms for executing Consent Terms as well as the documents of identification of the Proprietor of Defendant Nos.1 and 2, who has signed the Consent Terms on their behalf.

2 I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

3 The undertakings recorded in the Consent Terms shall be accepted as undertakings to the Court.

4 Leave Petition under Clause XIV of the Letters Patent Act is made absolute in terms of prayer clause (a).

5 The Suit is disposed of and decreed in terms of prayer clauses (a), (b) and (c) of the Plaint and in accordance with the Consent Terms.

6 Interim Application, if any, is also disposed of, as become infructuous.

7 In view of the disposal of the Suit, the Court Receiver is discharged without passing up of accounts and upon payment of costs, charges and expenses if any, to be borne by the Plaintiff.

8 Court Receiver's Report No.223 of 2021 is accordingly disposed of.

9 Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

10 A soft copy of the Consent Minutes of Order will be uploaded as the second order in the matter.

11 The Registry is to ensure that the hard copy of the signed Consent Minutes of Order is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

12 Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

13 All concerned will act on production of a digitally signed copy of this order.

(R.I. CHAGLA, J.)