

Sharayu Khot.

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

INTERIM APPLICATION NO. 721 OF 2020

IN

COMMERCIAL IPR SUIT NO. 205 OF 2021

Unilever Plc. And Anr.

...Applicants/
Plaintiffs

Versus

Gufran Cosmetic

...Defendant

Mr. Vinod Bhagat a/w Mr. Akshay Mehta i/by G.S. Hegde and V.A.
Bhagat for the Plaintiff.

Mrs. Rekha Rane, 2nd Asstt. to C.R. present.

CORAM : R.I. CHAGLA J

DATE : 11 July 2022

ORDER :

1. Mr. Bhagat, learned Counsel appearing for the Applicants/Plaintiffs has tendered Affidavit of Service dated 11th July 2022, which is taken on record and marked "X" for identification.

2. The Defendant has been served as is borne out from the averments of the Affidavit of Service as well as from the screenshot of

SHARAYU
PANDURANG
KHOT

Digitally
signed by
SHARAYU
PANDURANG
KHOT
Date:
2022.07.13
18:27:34
+0530

the Whatsapp message which has been sent by the Applicants/Plaintiffs to the Defendant's brother which has been received by him.

3. The Defendant has been informed about today's date as well as the order passed on 21st June 2022 that the matter would be placed today for hearing and that inspite of service, the Defendant has chosen to remain absent.

4. By the order dated 21st June 2022, it was made clear that in the event, the Defendant make no appearance on the next date, the Interim Application shall be disposed of in the absence of the Defendant.

5. Reference has been made to the fact that the Defendant has been served during execution of the commission. The Defendant has also been served with the *ex parte ad-interim* order dated 30th January 2020 as well as by the *ad-interim* order dated 6th March 2020 and which has continued till final disposal of the Interim Application by order dated 25th April 2022.

6. By *exparte ad-interim* order dated 30th January 2020, *ad-interim* relief in terms of prayer clauses (a), (b), (d) and (e) had been granted and by *ad-interim* order dated 6th March 2020, Leave Petition under clause XIV was made absolute and *ad-interim* relief in terms of prayer clause (c) which is for passing off was granted.

7. Accordingly, Interim Application is made absolute in terms of prayer clauses (a), (b), (c), (d) and (e).

8. Court Receiver appointed by this Court is discharged without drawing up of accounts and on payment of costs and charges by the Plaintiffs.

9. Court Receiver's Report No. 61 of 2021 is accordingly disposed of.

10. Interim Application is disposed of in the above terms.

[R.I. CHAGLA J.]