

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

**ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

**COMMERCIAL IP SUIT NO.22 OF 2022
WITH
INTERIM APPLICATION NO.1729 OF 2022
WITH
LEVE PETITION (LPETN) NO.287 OF 2021
WITH
COURT RECEIVER'S REPORT NO.454 OF 2021
IN
COMMERCIAL IP SUIT NO.429 OF 2021**

Unilever Plc. & Anr. ...Plaintiffs
V/S
R. K. Trade Ways ...Defendant

Mr. Vinod Bhagat a/w. Mr. Atif Sayyed & Mr. Karan Khiani i/by G. S. Hegde & V.A. Bhagat for Plaintiffs.
Mr. Kaustubh K. Kandpile for Defendant.
Ms. R. V. Rane, 2nd Assistant to the Court Receiver present.

CORAM : R. I. CHAGLA, J.

DATED : 13th JUNE, 2022.

P.C.

1. The parties have settled their disputes. Consent Minutes of Order dated 13th June 2022 have been tendered. The Consent Minutes of Order are taken on record and marked 'X' for identification. These are signed by the Advocate for the Plaintiffs

and the Advocate for the Defendant. This order is passed by in terms of Consent Minutes of the Order marked 'X'. I am satisfied that the Consent Minutes of Order are in order, not contrary to law and have been drawn up by the parties of their own volition in reflection of their true intentions.

2. The Leave Petition under clause 14 of the letters patent is allowed in terms of prayer clause (a). Leave Petition is accordingly disposed of.

3. The Suit is disposed of and decreed in terms of prayer clauses (a), (b), (c) and (d) in accordance with the Consent Minutes of Order forms part of this Order.

4. The Assistant to the Court Receiver has tendered the Court Receiver's Report No.454 of 2021 filed in the Registry on 17th November 2021 and is accordingly taken on record.

5. In view of the Suit having been decreed and disposed of, the Court Receiver stands discharge without drawing up of accounts upon payment of cost and charges to be borne by the Plaintiff.

6. The parties have agreed in clause 7 of the Consent Minutes of Order that the goods and/or packaging materials bearing the

impugned counterfeit marks under the pirated artworks of FAIR & LOVELY with GLOW & LOVELY, LAKME EYECONIC, CLINIC PLUS, which have been seized by the Additional Special Receiver be desealed/opened by the Defendant in presence of the Plaintiffs' representative/s and the contents thereof, viz. Shampoo and cosmetics preparation therein, shall be returned to the Defendant and the packaging material shall be destroyed forthwith. This activity shall be undertaken within two weeks from the date hereof.

7. The undertakings, if any, in the Consent Minutes of Order being accepted as undertakings to the Court.

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

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

10. 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.

11. 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.

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

(R. I. CHAGLA, J.)