

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 312 OF 2019

Unilever Plc & Anr.

...Plaintiffs

Versus

Giant Cosmetics Pvt.Ltd.

...Defendant

WITH
NOTICE OF MOTION NO. 615 OF 2019
WITH
NOTICE OF MOTION NO. 614 OF 2019
WITH
LEAVE PETITION NO. 358 OF 2018
IN
COMMERCIAL IPR SUIT NO. 312 OF 2019

Mr. Vinod Bhagat a/w Ms. Prachi Shah, Mr. Karan Khiani i/by
G.S. Hegde and V.A. Bhagat for the Plaintiffs.

Mr. Puneet Chopra. Managing Director of the Defendant
present.

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

CORAM : R.I. CHAGLA J

DATE : 19 April 2022

ORDER :

1. The parties have settled their disputes. Consent

SHARAYU
PANDURANG
KHOT

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signed by
SHARAYU
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KHOT
Date:
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Terms dated 19th April 2022 are tendered. The Consent Terms are taken on record and marked 'X' for identification with today's date. These are signed by the Constituted Attorney of the Plaintiffs and the Managing Director of the Defendant as well as the Advocate for the Plaintiffs. The Constituted Attorney of the Plaintiffs and the Managing Director of the Defendant are present in Court.

2. Appended to the Consent Terms are the Special Power of Attorney which is drawn by the Plaintiffs in favour of the Constituted Attorney and the Board Resolution of the Defendant Company in favour of the Managing Director to execute the Consent Terms.

3. 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.

4. In Clause 6 of the Consent Terms, the Defendant has agreed to pay damages and costs of Rs. 7,50,000/- in favour of the Plaintiff No. 2 and it is further agreed between the parties

that the amount of Rs. 2,50,000/- out of the aforementioned amount shall be paid to the charity and the balance amount of Rs. 5,00,000/- shall be retained by the Plaintiff No. 2. In compliance of this Clause, the Defendant has tendered in Court a Pay Order drawn in favour of Tata Memorial Center for an amount of Rs. 2,50,000/-, of which note has been taken and returned to the Plaintiffs to deposit with Tata Memorial Center.

5. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

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

7. Court Receiver appointed by this Court stands discharged without drawing up accounts and on payment of costs and charges to be borne by the Plaintiffs.

8. In view of the discharge of the Court Receiver, the Court Receiver's Report No. 326 of 2018 is disposed of.

9. All Interim Applications and Notices of Motion are also disposed of, as become infructuous.

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

11. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

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

13. 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.

[R.I. CHAGLA J.]