

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.3932 OF 2022

IN

COMMERCIAL IP SUIT NO.367 OF 2022

Unilever PLC and another ... Applicants / Plaintiffs

Vs.

Ashok Kumar ... Respondent / Defendant

WITH

LEAVE PETITION NO.16 OF 2022

WITH

COURT RECEIVER REPORT NO.182 OF 2022

IN

COMMERCIAL IP SUIT NO.367 OF 2022

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

Ms. Rekha Rane, 2nd Assistant to the Court Receiver.

CORAM : MANISH PITALE, J.

DATE : FEBRUARY 10, 2023

P.C. :

By order dated 02.03.2022, this Court granted *ex-parte* ad-interim reliefs in favour of the plaintiffs. The order was executed and the Court Receiver's Report was taken on record.

2. Initially, this was a *John Doe* action but later on, the defendant was identified and appropriate amendments were carried out in the pleadings. The defendant was again served.

3. By order dated 18.10.2022, this Court allowed the leave petition. Thereupon, this Court by the same order granted ad-interim relief in respect of the cause of action of passing off also. By the said order, the Receiver was discharged and the Court Receiver's Report was also disposed of.

4. Even today when the application is called out, none appears on behalf of the defendant, despite service.

5. Learned counsel for the applicants / plaintiffs was heard at length. This Court finds from the material on record that the impugned products are counterfeit products and the registered trademark as well as the subsisting copyright of the plaintiffs has been copied by the defendant. The plaintiffs have clearly made out a strong *prima facie* case in their favour. Balance of convenience is also in favour of the plaintiffs for the reason that in the absence of interim reliefs, the plaintiffs are bound to suffer grave and irreparable loss.

6. In view of the above, ad-interim orders dated 02.03.2022 and 18.10.2022 are made absolute. The application is allowed in terms of prayer clauses (a), (b), (c) and (e).

7. Interim Application is disposed of.

(MANISH PITALE, J.)

Minal Parab