

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO.2308 OF 2022
WITH
COURT RECEIVER REPORT NO.153 OF 2022
IN
COMMERCIAL IP SUIT NO.82 OF 2022

Unilever PLC (a company incorporated under
the laws of England and Wales) and another ... Applicants / Plaintiffs
Vs.
Ashok Kumar (unknown person/s) and others ... Respondents / Defendants

Mr. Vinod Bhagat a/w. Ms. Prachi Shah i/b. V. A. Bhagat for Applicants /
Plaintiffs.

Mrs. S. V. Golatkar, Master (Admn.) from Court Receiver's Office.

CORAM : MANISH PITALE, J.
DATE : FEBRUARY 28, 2023

P.C. :

. In this application, 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. During the course of execution of the order, the plaintiffs came across information which necessitated amendment of the pleadings. Schedule of draft amendments was placed before this Court and permission was granted to the plaintiffs to amend the pleadings.

2. The amended pleadings were served on the defendants, as three more defendants had to be added in the present proceedings.

3. Despite service, the defendants failed to appear before this Court. By the subsequent order dated 14.11.2022, this Court allowed the leave petition for combining the causes of action of infringement and passing-off. Thereupon, further ad-interim reliefs were granted in favour of the

plaintiffs, including ad-interim relief pertaining to the action of passing-off.

4. The plaintiffs have, from time to time, informed the defendants about listing of the present application, including listing for today. Yet, they have chosen not to appear before this Court. In this backdrop, learned counsel for the plaintiffs submits that the ad-interim orders may be made absolute and the application may be allowed in terms of the prayer clauses.

5. This Court heard the learned counsel for the plaintiffs on the aforesaid aspect of the matter. The material on record shows that the impugned products are counterfeits, inasmuch as all the fundamental, central and essential features of the registered trademark and the artistic work in which the plaintiffs claim subsisting copyright have been slavishly copied by the defendants. All the information given on the impugned product is nothing but a copy of the original product of the plaintiffs bearing the registered trademark. These aspects were specifically noted by this Court in the order dated 02.03.2022, whereby *ex-parte* ad-interim reliefs were granted to the plaintiffs. Upon the leave petition being allowed, on 14.11.2022, this Court considered the pleadings on record pertaining to the action of passing-off and it was found that a *prima facie* case was indeed made out on behalf of the plaintiffs for grant of further ad-interim reliefs, including ad-interim relief pertaining to the action of passing-off.

6. The pleadings and the material on record have been perused. This Court finds substance in the contentions raised on behalf of the plaintiffs that unless the ad-interim reliefs granted in favour of the plaintiffs are made absolute, the plaintiffs are likely to suffer grave and irreparable loss. This Court is of the opinion that unless the ad-interim orders are made absolute, the plaintiffs will continue to suffer grave and irreparable

loss, thereby indicating that the balance of convenience is also in favour of the plaintiffs.

7. In view of the above, the ad-interim orders granted by this Court are made absolute and the application is allowed in terms of prayer clauses (a), (a)(i), (b), (b)(i), (c),(c)(i) and (e).

8. In the light of the application being disposed of, 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 plaintiffs. The report of the Receiver is accordingly disposed of.

(MANISH PITALE, J.)

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