

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

**INTERIM APPLICATION NO. 3224 OF 2021
IN
COMMERCIAL IP SUIT NO. 371 OF 2021**

Hindustan Unilever Limited

...Applicant/Plaintiff

Versus

Rakesh Gupta

...Defendant

- Mr. Vinod Bhagat, Mr. Karan K. i/by G. S. Hegde and V. A. Bhagat for Applicant/Plaintiff.
- Ms. Rucha Ambekar, Section Officer, Court Receiver Office is present.

**CORAM : MANISH PITALE, J
DATE : 12th JANUARY, 2023.**

P. C. :

1. Heard, learned Counsel for the Applicant/Plaintiff. Despite service on various occasions, the sole Defendant has failed to appear before this Court.

2. By order dated 14th June, 2021, this Court granted *ex-parte* ad-interim reliefs in favour of the Plaintiff. This Court considered the contentions of the Plaintiff and found that the impugned products of the Defendant being sold with counterfeit marks.

3. The Defendant was served during the course of execution of the *ex-parte* ad-interim order granted by this Court.

4. Subsequently, by order dated 17th January, 2022, the

Leave Petition was granted, in view of the fact that the Defendant was served with the papers. By a subsequent order dated 28th September, 2022, this Court granted further ad-interim relief in respect of the action of passing off.

5. The application was adjourned on the said date and directed to be kept for final hearing. On 15th November, 2022, the application was directed to be listed today, as a matter of last chance for the Defendant to appear before this Court. Even today when the application is called out for hearing, none has appeared on behalf of the sole Defendant.

6. This Court has heard learned Counsel for the Applicant/Plaintiff, who has reiterated the contentions raised in support of the prayers made in the present application. This Court has again considered the pleadings and the material on record. On the face it, this Court finds that the impugned products of the Defendant bear counterfeit mark. This Court is convinced that a strong *prima facie* case is made out by the Plaintiff that unless the ad-interim reliefs as prayed are granted, the Plaintiff is likely to suffer grave and irreparable loss. This also indicates that the balance of convenience is in favour of the Plaintiff.

7. In view of the above, the ad-interim reliefs granted earlier

are made absolute.

8. The application is allowed in terms of the prayer clauses (a), (b) (c) and (e).

(MANISH PITALE, J.)