

Sharayu Khot.

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

COMMERCIAL IPR SUIT (L) NO. 15273 OF 2023

WITH

COURT RECEIVER'S REPORT NO. 243 OF 2023

WITH

LEAVE PETITION (L) NO. 15410 OF 2023

WITH

INTERIM APPLICATION (L) NO. 15308 OF 2023

Unilever Gobal IP Limited & Ors.

...Plaintiffs

Versus

Vikas Cosmetics

...Defendant

Ms. Niyati Davawala a/w Mr. Anil Shete i/by Davawala & Shah LLP
for the Plaintiff.

Ms. Mansi Shah for the Defendant.

CORAM : R.I. CHAGLA J

DATE : 24 July 2023

ORDER :

1. The parties to the Commercial IPR Suit (L) No. 15273 of 2023 have arrived at a settlement. Consent Minutes of Order bearing today's date is tendered. The Consent Minutes of Order is taken on record and marked 'X' for identification. Consent Minutes of Order is

signed by the learned Advocates for the Plaintiffs and the learned Advocates for the Defendant. This order is passed in terms of the Consent Minutes of Order marked X.

2. Leave Petition (L) No. 15410 of 2023 under Clause XIV of the Letters Patent is allowed.

3. The undertakings in the Consent Minutes of Order are accepted as undertakings to the Court.

4. The Defendant has agreed to the grant of a decree in favour of the Plaintiff in terms of prayer clauses (a) and (b) of the Plaint.

5. In Clause 5 of the Consent Minutes of Order, parties have agreed that the packaging material seized by the Court Receiver shall be opened by the parties in presence of their respective representatives and the petroleum jelly therein shall be returned to the Defendant and the packaging material shall be forthwith destroyed.

6. In Clause 7 of the Consent Minutes of Order, the

Defendant has issued Demand Draft bearing No. "066015" drawn on Bank of Baroda dated 11th July 2023 in favour of Hindustan Unilever Limited for an amount of Rs. 75,000/- towards the costs mutually agreed upon between the parties and towards full and final settlement of the Suit.

7. The learned Counsel appearing for the Plaintiffs confirms that the said amount by way of aforementioned Demand Draft has been received.

8. Accordingly, the Suit is disposed of and decreed in accordance with the prayer clauses (a) and (b) of the Plaint.

9. Court Receiver appointed by this Court is discharged without drawing up accounts and on payment of costs, charges and expenses to be borne by the Plaintiffs.

10. Court Receiver's Report No. 243 of 2023 is disposed of.

11. Interim Application (L) No. 15308 of 2023 do not survive and are accordingly disposed of.

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

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

14. 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.

15. 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.]