

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 INTERIM APPLICATION NO.2165 OF 2022
 WITH
 COURT RECEIVER REPORT NO.352 OF 2021
 (Not on Board. Taken on Board.)
 IN
 COMMERCIAL IP SUIT NO.184 OF 2022

Hindustan Unilever Limited ... Applicant / Plaintiff
 Vs.
 Vansh Cosmatic and another ... Respondents / Defendants

WITH
 INTERIM APPLICATION (L) NO.15636 OF 2021
 IN
 COMMERCIAL IP SUIT NO.184 OF 2022

Mr. Hiren Kamod a/w. Mr. Vaibhav Keni, Ms. Neha Iyer, Mr. Rohan Lopes,
 Mr. Prem Khullar and Mr. Anees Patel i/b. Legasis Partners for Applicant /
 Plaintiff.

Mr. H. R. Patel, Master (Adm.) of Court Receiver, Bombay High Court.

CORAM : MANISH PITALE, J.
DATE : MARCH 23, 2023

P.C. :

. By Interim Application No.2165 of 2022, the plaintiff is seeking permission to destroy the counterfeit products of the defendants lying in stock and stored in the premises of the plaintiff.

2. By *ex-parte* ad-interim order dated 27.07.2021, this Court granted *ex-parte* ad-interim reliefs, including appointment of receiver. The order was executed and the Court Receiver's Report is taken on record. The defendants were served but they have chosen not to appear before this Court. It is informed that the defendants were intimated about the listing of the present application today before this Court.

3. The material on record shows that the counterfeit products of the

defendants having been seized and sealed during the execution of the *ex-parte* ad-interim order of this Court are lying in the premises of the plaintiff. It is stated in paragraph 7 of the application that with passage of time, the said products are likely to decay or deteriorate, thereby becoming hazardous to health. On this basis, the plaintiff is seeking permission to destroy the said products, by retaining samples for the purpose of trial of the suit.

4. In the light of the material brought to the notice of this Court and considering the contentions raised on behalf of the applicant, in the interest of justice, this Court is inclined to allow the present application.

5. Accordingly, the application is allowed in terms of prayer clause (a), which reads as follows:-

“(a) This Hon’ble Court be pleased to pass an order directing the Court Receiver / Court Commissioner to de-seal the counterfeit goods, retain a few samples of the counterfeit goods and destroy the remaining stock of counterfeit goods, details whereof are set out in paragraph 10 of the Court Receiver’s Report No.352 of 2021 dated 31st August, 2021, make a fresh inventory and hand over the custody of such samples retained to the plaintiff to make the same available in future, if needed and / or for the trial;”

6. In the light of the direction given hereinabove, the Court Receiver stands discharged without passing up of accounts and upon payment of costs, charges and expenses, if any, to be borne by the plaintiff. The report of the Receiver is accordingly disposed of.

7. Interim application stands disposed of.

(MANISH PITALE, J.)