

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (LODGING) NO. 27479 OF 2022
WITH
LEAVE PETITION (LODGING) NO. 27480 OF 2022
WITH
COURT RECEIVER'S REPORT NO. 325 OF 2022
IN
COMMERCIAL IP SUIT NO. 15 OF 2023**

Hindustan Unilever Limited ... Applicant / Orig. Plaintiff

vs.

Aric Hygienic Plus ... Defendant

Mr. Vinod Bhagat a/w. Ms. Prachi Shah, i/by. G. S. Hegde and V. A. Bhagat
for applicant/plaintiff.

Mr. Mohammad Kasim, sole proprietor of defendant.

CORAM : MANISH PITALE, J

DATE : 27th JANUARY, 2023

P.C. :

. By order dated 8th September, 2022, this Court granted *ex-parte* ad-interim reliefs in favour of the applicant/plaintiff. The said order has continued to operate from time to time. The order was executed. The defendant has been served.

2. The defendant has now entered into consent terms with the plaintiff, to suffer a decree in terms of prayer clauses (a), (b) and (c) in the plaint.

3. Today, when the matter is called out for hearing, Mr. Bhagat, learned counsel for the plaintiff has handed over the consent terms, signed by the

constituted attorney on behalf of the plaintiff, advocate for the plaintiff and the sole proprietor of the defendant, Mr. Mohammad Kasim.

4. A photocopy of the Aadhar Card of the said Mr. Mohammad Kasim is annexed to the consent terms. The said Mr. Mohammad Kasim is present in the Court. He has handed over the original Aadhar Card, which was compared with the photocopy, annexed at page No.10 of the consent terms. Upon verification, the original Aadhar Card was returned to Mr. Mohammad Kasim. Upon being questioned by this Court, Mr. Mohammad Kasim submitted that he is aware of the contents of the consent terms and undertakes to abide by the same.

5. In view of the above, the consent terms are taken on record and marked 'X'.

6. The consent terms are found to be in order. The undertakings given in the consent terms are accepted as undertakings to the Court. Parties are directed to abide by their respective obligations as per the consent terms.

7. The suit is decreed as per the consent terms. Decree be drawn up accordingly. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

8. In view of the disposal of the suit, the Court Receiver's Report is disposed of and the Court Receiver stands discharged, without passing up of accounts.

9. The Court fees shall be refunded as per rules. For the purpose of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees, on the basis of an authenticated copy of this order, without insisting upon a separate application.

10. Pending applications, if any, stand disposed of in view of the disposal of the suit.

(MANISH PITALE, J)

Priya Kambli