

Kavita S.J.

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

COMMERCIAL IPR SUIT (L) NO.5088 OF 2024

Hindustan Unilever Limited	... Plaintiff
Versus	
Sachin Goel Trading as MN Care	... Defendant

WITH

INTERIM APPLICATION (L) NO.5152 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.5088 OF 2024

WITH

LEAVE PETITION (L) NO.5153 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.5088 OF 2024

WITH

COURT RECEIVER'S REPORT NO.163 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.5088 OF 2024

KAVITA
SUSHIL
JADHAV

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SUSHIL JADHAV
Date: 2024.08.26
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Mr. Anil Shete a/w Ms. Niyati Davawala i/b Niyati Davawala for
Plaintiff.

Mr. Harshali Bariya a/w Bhavi Gada i/b Pooja Jain for the Defendant.

Ms. Charushila Vaidya, IInd Assistant to the Court Receiver present.

CORAM : R.I. CHAGLA, J.

DATED : 26TH AUGUST, 2024.

ORDER :

1. The Plaintiff and the Defendant have arrived at a settlement in the above suit. The Consent Minutes of Order bearing today's date is tendered and taken on record and marked 'X' for identification. The Consent Minutes of Order has been signed by the Advocate for the Plaintiff and Advocate for the Defendant. This order is passed in terms of Consent Minutes of Order marked 'X'.

2. Leave Petition (L) No.5153 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed.

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

4. The Defendant has submitted to a Decree in terms of prayer Clause (a), (b), (c) and (d) of the Plaint.

5. Accordingly, the Suit is disposed of and decreed in terms of prayer Clause (a), (b), (c) and (d) of the Plaint.

6. In Clause 7 of the Consent Minutes of Order which forms

part of this order, the parties have agreed that the packets/wrappers/labels/boxes seized by the Court Receiver will be opened by the parties in the presence of their respective representatives and the cosmetic preparations therein shall be returned to the Defendant and the wrappers/labels will be forthwith destroyed.

7. In view thereof, the 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 Plaintiff.

8. The Court Receiver's Report No.163 of 2024 is disposed of.

9. The Interim Application (L) No.5152 of 2024 does not survive and is accordingly disposed of.

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

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

12. 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.

13. 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.]