

Kavita S.J.

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

COMMERCIAL IPR (L) SUIT NO.10250 OF 2024

Hindustan Unilever Limited ... Plaintiff

Versus

Sonar Bangla Enterprises ... Defendant

WITH

INTERIM APPLICATION (L) NO.10615 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.10250 OF 2024

WITH

LEAVE PETITION (L) NO.10508 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.10250 OF 2024

WITH

COURT RECEIVER'S REPORT NO.245 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.10250 OF 2024

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.07.25
17:00:55 +0530

Ms. Prachi Shah a/w Ms. Apeksha Mehta i/b Mr. V. A. Bhagat for the
Plaintiff.

Mr. Paras Gada a/w Nikunj Gada for the Defendant.

Ms. Charushila Vaidya, 2nd Assistant to the Court Receiver present.

Mr. Abhijit Belosay, Assistant to Section officer, Court Receiver present.

CORAM : R.I. CHAGLA, J.

DATED : 24TH JULY, 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 have 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. The undertakings in the Consent Minutes of Order being accepted as undertakings to the Court.

3. Leave Petition (L) No.10508 of 2024 under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed.

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 Plaintiff.

6. In Clause 7 of the Consent Minutes of Order, the Defendant undertakes to destroy all the goods and / or packaging material bearing the impugned mark HINDUSTAN UNILEVER and HUL and the pirated artwork of VIM, which have been seized by the Additional Special Receiver appointed in the said matter, within a period of two weeks from the date of execution of Consent Terms, which destruction shall be undertaken in the presence of the Plaintiff's representative and the contents of the dish wash preparations packed within shall be handed over to the Defendant.

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.245 of 2024 is disposed of.

9. The Interim Application (L) No.10615 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.]