

Kavita S.J.

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

COMMERCIAL IPR (L) SUIT NO.18753 OF 2024

Hindustan Unilever Limited ... Plaintiff

Versus

T.R. Industries ... Defendant

WITH

INTERIM APPLICATION (L) NO.18837 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.18753 OF 2024

WITH

LEAVE PETITION (L) NO.20099 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.18753 OF 2024

WITH

COURT RECEIVER'S REPORT NO.303 OF 2024
IN
COMMERCIAL IPR (L) SUIT NO.18753 OF 2024

KAVITA
SUSHIL
JADHAV

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SUSHIL JADHAV
Date: 2024.08.05
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Mr. Laher Shah a/w Jayesh Kalebere and Madhuri Tambe for the Plaintiff.

Mr. Abdul Razzak Abdul Sattar Gazi - Partner of the Defendant present.
C.A. of the Plaintiff present.

CORAM : R.I. CHAGLA, J.

DATED : 2ND AUGUST, 2024.

ORDER :

1. The Plaintiff and Defendant have arrived at a settlement in the above Suit. The Consent Terms bearing today's date are tendered and taken on record and marked 'X' for identification. The Consent Terms have been signed by the Constituted Attorney of the Plaintiff and Advocate for the Plaintiff as well as by the Partner of the Defendant. The necessary authorization, authorizing the signatory on behalf of the Plaintiff to execute the Consent Terms is appended to the Consent Terms. Further, the documents of identification of the Partner of the Defendant who has executed the Consent Terms on behalf of the Defendant are appended to the Consent Terms. The Partner of the Defendant is also present in Court.

2. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

3. The undertakings in the Consent Terms being accepted as

undertakings to the Court.

4. Leave Petition (L) No.20099 of 2024 under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed.

5. The Defendant has submitted to a Decree in terms of prayer Clauses (a) and (b) of the Plaint.

6. Accordingly, the Suit is disposed of and decreed in terms of prayer Clauses (a) and (b) of the Plaint.

7. In Clause 6 of the Consent Terms it is agreed that the packets seized by the Court Receiver shall be opened by the parties in the presence of their representatives and the detergent preparations therein shall be returned to the Defendant and the wrappers/labels shall be forthwith destroyed.

8. 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.

9. The Court Receiver's Report No.303 of 2024 is disposed of.

10. In Clause 8 of the Consent Terms, it is mentioned that the Defendant issued a Demand Draft bearing No.027217 drawn on HDFC Bank dated 29th July, 2024 in favour of the Plaintiff for an amount of Rs.50,000/- towards costs mutually agreed upon between the parties and towards full and final settlement of this Suit. The learned counsel appearing for the Plaintiff confirms having been handed over the said Demand Draft by the Partner of the Defendant present in Court.

11. In view of the disposal of the Suit, the Interim Application (L) No.18837 of 2024 does not survive and is 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 Terms will be uploaded as the second order in the matter.

14. The Registry is to ensure that the hard copy of the signed Consent Terms 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.]