

Kavita S.J.

IN THE HIGH COURT OF JUDICATURE OF BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL (I.P.) SUIT (L) NO. 17759 OF 2024

Hindustan Unilever Limited

... Plaintiff

Versus

Shree Balaji Enterprises

... Defendant

WITH
INTERIM APPLICATION (L) NO.17786 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 17759 OF 2024
WITH
LEAVE PETITION (L) NO.17787 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 17759 OF 2024
WITH
COURT RECEIVER'S REPORT NO.312 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO. 17759 OF 2024

Ms. Niyatu Davawala a/w Mr. Anil Shete i/b Niyati Davawala for the Plaintiff.

Mr. Akhilesh Kumar Dubey, Proprietor of Defendant present.

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

CORAM: R.I. CHAGLA, J.

DATE : 20th AUGUST, 2024.

ORDER :

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.08.21
18:20:09 +0530

1. The Plaintiff and Defendant have arrived at a settlement in the above Suit. The Consent Terms dated 20th August, 2024 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 Advocate for the Defendant. Necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms is appended to the Consent Terms. Further, the documents of identification of the Proprietor of the Defendant who has executed the Consent Terms is appended to the Consent Terms. The Proprietor of the Defendant is also present in the 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.17787 of 2024 seeking leave 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. The Suit is disposed in terms of prayer Clauses (a) and (b) of the Plaint.

7. In Clause 6 of the Consent Terms, it is agreed that the labels/wrappers seized by the Court Receiver will be opened by the parties in presence of their respective representatives and the dishwashing preparations therein will be returned to the Defendant and the wrappers/labels will be destroyed within a period of four weeks from today by the Defendant and the Defendant will do this destruction at its own costs.

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.312 of 2024 is disposed of.

10. The Defendant has issued a Demand Draft bearing No.007127 drawn on ICICI Bank dated 16th August, 2024 in favour of Hindustan Unilever Limited for an amount of Rs.20,000/- towards costs mutually agreed upon between the parties and towards full and final settlement of this Suit.

11. The Interim Application (L) No.17786 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 Minutes of Order will be uploaded as the second order in the matter.

14. 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.

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.]