

*Sharayu Khot.*

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

COMMERCIAL IPR SUIT (L) NO. 19153 OF 2024

WITH

INTERIM APPLICATION (L) NO. 20619 OF 2024

WITH

LEAVE PETITION (L) NO. 20257 OF 2024

WITH

COURT RECEIVER'S REPORT NO. 334 OF 2024

IN

COMMERCIAL IPR SUIT (L) NO. 19153 OF 2024

Hindustan Unilever Limited

...Plaintiff

*Versus*

Chirag (India)

...Defendant

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Ms. Archita Gharat, Mr. Jayesh Kalebere i/by Laher Shah for the Plaintiff.

Mr. Azharuddin Khan for the Defendant.

Ms. Charushila M. Vaidya, 2nd Asstt. Court Receiver present.

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CORAM : R.I. CHAGLA J

DATE : 26 September 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 as well as Advocate for the Defendant.

2. This order is passed in terms of the Consent Minutes of Order marked X.

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

4. Leave Petition (L) No. 20257 of 2024 under Clause XIV of the Letters Patent is allowed by consent of the parties.

5. The Defendant has submitted to a decree in favour of the Plaintiff in terms of prayer clauses (a) and (b) of the Plaint.

6. The Suit is disposed of and decreed in terms of prayer clauses (a) and (b) of the Plaint.

7. In Clause 5 of the Consent Minutes of Order, parties have agreed that the packets seized by the Court Receiver shall be opened by the parties in the presence of their respective representatives and

the detergent powder 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. Court Receiver's Report No. 334 of 2024 is disposed of.

10. In Clause 7 of Consent Minutes of Order, it is mentioned that the Defendant has issued a Demand Draft bearing No. 500873 dated 13th September 2024 drawn on ICICI Bank in favour of the Plaintiff for an amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) towards costs mutually agreed upon between the parties and towards full and final settlement of the Suit.

11. Learned Advocate appearing for the Plaintiff confirms having been received the said Demand Draft.

12. Interim Application (L) No. 20619 of 2024 does not survive and is accordingly disposed of.

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

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

15. 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.

16. 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.]**