

Kavita S.J.

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

COMMERCIAL IPR SUIT (L) NO.22390 OF 2024

Hindustan Unilever Limited ...Plaintiff

Versus

DNS Industries ...Defendant

WITH
INTERIM APPLICATION (L) NO.22600 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.22390 OF 2024
WITH
LEAVE PETITION (L) NO.22617 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.22390 OF 2024
WITH
COURT RECEIVER'S REPORT NO.378 OF 2024
IN
COMMERCIAL IPR SUIT (L) NO.22390 OF 2024

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

Mr. Aniket Bomble i/b Nihal Lakhan for the Defendant.

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

CORAM : R.I. CHAGLA, J.

DATED : 9TH SEPTEMBER, 2024.

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.09.12
12:41:11 +0530

ORDER :

1. The Plaintiff and Defendant have arrived at a settlement.

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.22617 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed by consent of the parties.

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 Clauses (a) and (b) of the Plaint.

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

6. In Clause 5 of the Consent Minutes of Order, the parties have agreed that the packaging material seized by the Court Receiver shall be opened by the parties and the detergent preparations therein

shall be returned to the Defendant and the packaging material shall be destroyed within a period of 4 weeks from today by the Defendant in the presence of the Plaintiff and the Defendant's representatives.

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.378 of 2024 is disposed of accordingly.

9. In Clause 8 of the Consent Minutes of Order, it is mentioned that the Defendant has issued a Demand Draft bearing No.00071 drawn on HDFC Bank dated 2nd September, 2024 in favour of the Plaintiff for an amount of Rs.1,00,000/- towards costs mutually agreed upon between the parties and towards full and final settlement of this Suit. The learned Counsel for the Plaintiff confirms having been handed over the aforementioned Demand Draft by the learned Counsel for the Defendant in Court.

10. The Interim Application (L) No.22600 of 2024 does not survive and is accordingly disposed of.

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

12. A soft copy of both the Consent Minutes of Orders will be uploaded as the second order in the matter.

13. 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.

14. 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.]