

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL I.P.SUIT NO.81 OF 2024
WITH
INTERIM APPLICATION (L) NO.5306 OF 2024
WITH
LEAVE PETITION (L) NO.5341 OF 2024

Hindustan Unilever Limited .. Plaintiff
Versus
FABS Industries .. Defendant

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Mr.Anil Shete i/b Davawala & Shah LLP for the Applicant.

Mr.Sai Rajendra Kadam for the Defendant.

Ms.Charushila M. Vaidya, 2nd Assistant to the Court Receiver
with Ms.Sarita Patil, Section Officer, present.

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CORAM: BHARATI DANGRE, J.
DATED : 28th MARCH, 2024

P.C:-

1. A Suit filed by the Plaintiff for infringement of its trade mark, "SURF/SURF EXCEL" and its "Splat logo" as well as its claim of copyright in the artistic work comprising of artistic packaging/ trade dress, is settled between the parties and Consent Minutes of Order, under the signature of the Advocate

for the Plaintiff and the Defendant, dated 28/03/2024 are placed before me.

The 'Consent Minutes of the Order' is taken on record and marked '**X**' for identification.

2. By consent, leave under clause XIV of the Letters Patent Act, in Leave Petition (L) No.5341 of 2024 is allowed.

3. The Defendant has acknowledged the proprietary rights of the Plaintiff in its well-known trade mark 'SURF/SURF EXCEL', Splat logo and distinctive original artistic work of SURF EXCEL label, being used for in preparation of detergent. The Defendant has agreed and undertaken that it shall not use hereafter used the impugned mark, logo and artworks, comprising of the colour scheme, get-up, lay out, representation, style, trade dress or any other mark/logo/artwork, which is/are identical with substantially/deceptively similar to the Plaintiff's mark.

4. The Defendant has agreed to submit to the Decree in terms of prayer clauses (a), (b) and (c) of the plaint and it is also agreed that the packets/labels sized by the Court Receiver shall be opened by the parties in presence of their representatives and the detergent preparations therein shall be returned to the Defendant and the wrappers/labels shall be destroyed.

5. By way of cost, a demand draft in the sum of Rs.1,15,000/- is received by the Plaintiff from the Defendant towards full and final settlement. The Defendant has also undertaken that it shall not file any application, seeking registration of the impugned mark, logo and the artworks with the Registrar of Trade Marks as well as the Registrar of Copyrights.

6. In the wake of the Consent Minutes of the Order, Commercial I.P. Suit No.81 of 2024 is decreed in terms of prayer clauses (a), (b) and (c).

Pending Interim Application also stands disposed of.

The court fees, if permitted, shall be refunded.

7. The Court Receiver stands discharged, without passing of the Account. The cost and expenses incurred by the Court Receiver towards discharge of his duty, shall be borne by the Plaintiff.

(SMT. BHARATI DANGRE, J.)