Kavita S.J.

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

COMMERCIAL (I.P.) SUIT (L) NO.19068 OF 2024

Hindustan Unilever Limited … Plaintiff

Versus

Manisha Shashank Patil … Defendant

WITH
INTERIM APPLICATION (L) NO.19438 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19068 OF 2024
WITH
LEAVE PETITION (L) NO.19434 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19068 OF 2024
WITH
COURT RECEIVER'S REPORT NO.385 OF 2024
IN
COMMERCIAL (I.P.) SUIT (L) NO.19068 OF 2024

Mr. Vinod Bhagat a/w Ms. Apeksha Mehta i/b Vinod A. Bhagat for the Plaintiff.

Habibur Khan, C.A. of the Plaintiff (thru V.C.) present.

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

CORAM : R.I. CHAGLA, J.

DATED : 23rd SEPTEMBER, 2024.

KAVITA SUSHIL JADHAV
Digitally signed by KAVITA SUSHIL JADHAV
Date: 2024.09.24 18:39:12 +0530

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 Defendant. Appended to the Consent Terms is the necessary authorization of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms is the document of identification of the Defendant.

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.19434 of 2024 seeking leave under Clause XIV of the Letters Patent taken out by the Plaintiff is allowed by consent of the parties.

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

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

7. In Clause 7 of the Consent Terms, the Defendant undertakes to destroy all the goods and/or packaging material bearing the impugned pirated artwork of VIM, which have been seized by the Additional Special Receiver appointed in the said matter, within a period of two weeks from the date of execution of Consent Terms, which destruction shall be undertaken in the presence of the Plaintiff's representatives and the contents of the dish wash preparations packed within shall be handed over to the Defendant.

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.385 of 2024 is disposed of.

10. In Clause 8 of the Consent Terms, it is mentioned that the Defendant hereby pays an amount of Rs.10,000/- in favour of the Plaintiff vide Demand Draft No.354703 dated 11th September, 2024 drawn on Central Bank of India, Bombay. Mr. Vinod Bhagat, learned Counsel appearing for the Plaintiff has acknowledged receipt of the Demand Draft issued in the Plaintiff's favour.

11. The Interim Application (L) No.19438 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.]