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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 655/2018**

RECKITT BENCKISER(INDIA) LTD

..... Plaintiff

Through: Ms. Nida Khanam and Ms. Aastha
Kakkar, Advocates.

versus

HINDUSTAN UNILEVER LTD

..... Defendant

Through: Mr. Vivek Ayyagari, Advocate.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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05.03.2024

I.A. 5185/2024 (u/Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908)

1. Parties jointly pray for a compromise decree under Order XXIII Rule 3 r/w Section 151 of the Code of Civil Procedure, 1908, on the Defendant's undertaking entailed in paragraph No. 2 (i) of the application, which reads as under:

"i) The Defendant undertakes that the Defendant, its affiliates, directors, principals, proprietor, partners, officers, employees, agents, distributors, franchisees, representatives and assigns will never publish the impugned advertisement, or parts thereof, in any language and form, disparaging the Plaintiffs product sold under the trademark DETTOL HEALTHY KITCHEN."

2. The application is duly supported by affidavits and Board Resolutions in favour of the Authorised Representatives of the parties. The counsel mentioned in appearance above, confirm the above-noted undertaking, and



pray that the suit be decreed in terms thereof.

3. The Court finds the compromise arrived at by the parties as lawful.
4. Accordingly, the present suit is decreed in favour of the Plaintiff and against the Defendant, in terms of the afore-noted undertaking, which shall form part of the decree.
5. The Defendant shall remain bound by their undertaking recorded above.
6. The suit is decreed in the above terms. Decree sheet be drawn up.
7. The next scheduled date of 12th March, 2024, stands cancelled.

SANJEEV NARULA, J

MARCH 5, 2024

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