

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

COMMERCIAL IP SUIT NO. 465 OF 2025

Hindustan Unilever Limited ... Plaintiff

Versus

Kashi Vishwanath Enterprises ... Defendant

WITH
COURT RECEIVER'S REPORT NO. 364 OF 2024
IN
COMMERCIAL IP SUIT NO. 465 OF 2025

Ms. Niyati Davawala, Mr. Anil Shete, & Ms. Dhanshree Yeole i/by Niyati Davawala for Plaintiff.

Adv. Tanmay Pawar & Anubhav. Sinha i/by Adv. Anubhav Sinha for the Defendant.

Mr. Bhushan Wankhede Representative of Court Receiver present.

Mr. Habibur Rehman Khan representative of the Plaintiff present on VC.

Anjana Pandey representative of the defendant present on VC.

Coram : Sharmila U. Deshmukh, J.

Date : July 25, 2025.

P. C. :

1. This Court is informed that the matter has been settled between the parties. The consent terms are tendered which are taken on record and marked 'X' for identification. The consent terms are signed by the constituted attorney of the Plaintiff and by the proprietor of Defendant firm. The constituted attorney of the Plaintiff and the Defendant are present through Video Conferencing. The identity of Defendant is verified by her Counsel and by Aadhar card and

Pan card which is placed on record. The Defendant reiterates the terms of the consent terms and admits to decree on admission. The statements made in the consent terms are accepted as undertaking given to this Court.

2. The suit is decreed on admission in terms of the consent terms in terms of prayer clause (a) and (b) of the plaint which reads as under:

***“(a)** the Defendant by itself, its proprietor, partners, directors, servants, agents, stockists, distributors, dealers, franchisees, licensees, assigns and all persons claiming through it or acting on its behalf be restrained by an order and perpetual injunction of this Hon'ble Court from infringing the Plaintiffs copyright subsisting in the artistic work comprised in the VIM artistic packaging / trade dress shown at Exhibit "C-1" hereto, by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging / trade dress at Exhibit "F" hereto or any other work 1 packaging / trade dress which is an imitation and/or reproduction of the artistic work comprised in the Plaintiffs VIM artistic packaging / trade dress shown at Exhibit "C-1" hereto or substantial part thereof or in any other manner whatsoever;*

***(b)** The Defendant by itself, its proprietor, partners, servants, employees, agents, stockists, dealers, distributors and all persons claiming under it be restrained by an order and perpetual injunction of this Hon'ble Court from manufacturing, packaging, selling, exhibiting for sale, advertising, printing or otherwise dealing in dishwashing preparations and/or the like goods bearing the artistic packaging/ trade dress shown at Exhibit "C-1" hereto by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging / trade dress shown at Exhibit "F" hereto and/or any other packaging/*

trade dress which is a reproduction of the Plaintiff's said artistic packaging/trade dress shown at Exhibit "C-1" hereto or substantial part thereof so as to pass off or enable others to pass off the Defendant's dishwashing preparations as and for the Plaintiff's well-known dishwashing preparations or in any other manner whatsoever;"

3. Decree to be drawn up accordingly. Refund of Court fees as per rules.
4. The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of 8 days of demand being raised by the Office of the Court Receiver.
5. Pending Interim Application, if any, do not survive for consideration and the same stand disposed of.

[Sharmila U. Deshmukh, J.]