

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.24316 OF 2024
IN
COMMERCIAL IP SUIT NO.197 OF 2024**

Unilever Global IP Ltd.

...Applicant/Plaintiff

Versus

Homex Products

...Defendant

WITH

COURT RECEIVER REPORT NO.461 OF 2024

Ms Laher Shah, Mr. Jayesh Kalebere, Ms Hasti Parekh i/b Ms Laher Shah for Plaintiffs.

Mr. Akash Joshi a/w Mr. Jerone Johnson for Defendants.

Mr. Deepak Bhalerao, Second Assistant to the Court Receiver.

CORAM : ARIF S. DOCTOR, J.

DATE : 8th OCTOBER, 2025.

P.C.

1 Ms Shah has tendered the draft amendment to the plaint. There is no opposition to the plaint being amended in terms of the draft handed in. Hence, the draft amendments are taken on record and marked "X" for identification. Amendment to the plaint as per the draft handed in to be carried out within a period of one week from today. Reverification is dispensed with.

2 By consent, Leave Petition (L) No.24927 of 2024 which is not on

4 The consent minutes of order is taken on record and marked “X” for identification. For ease of reference, the same is scanned and reproduced hereinbelow:

CORAM : ARIF S. DOCTOR, J. Date :- <u>08/10/2025</u> Taken on record & marked X IN THE HIGH COURT OF JUDICATURE AT BOMBAY <u>08/10/2025</u> ORDINARY ORIGINAL CIVIL JURISDICTION IN ITS COMMERCIAL DIVISION INTERIM APPLICATION (L) NO. 24316 OF 2024 IN COMMERCIAL IP SUIT NO. 197 OF 2024		
1. Unilever Global IP Limited A company incorporated under the laws of England and Wales, having its registered office at Port Sunlight Wirral, Merseyside CH624ZD, United Kingdom. 2. Hindustan Unilever Limited, A company incorporated under the Indian Companies Act, 1913, having its registered office at Unilever House, B. D. Sawant Marg, Chakala, Andheri East, Mumbai - 400 099, Maharashtra. Versus 1. Homex Products Through proprietor Mrs. Urmila Chauhan Entity firm having its address at	)	
	)	
	)	
	)	
	)	
	)	...Plaintiffs
	)	
	)	
	)	

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3761312, Sukhliya Gram, 10 Indore, Madhya Pradesh Email: homex@live.com; homexproducts@gmail.com	)	
	)	
	)	...Defendant No. 1
2. BHANU CHAUHAN , proprietor of	)	
Defendant No. 1 And Trading as (i)	)	
Homex, (ii) Home Products, (iii) Homex	)	
Consumer Care, and Partner of Ms. Homex	)	
having his office at 156, Sunder Nagar	)	
CExt., Sukhliya, Indore 452 010; 376/3/2,	)	
Sukhliya Gram, Indore 452 001; at opp.	)	
House no. 151, Shyam Nagar NX, near	)	
Prince city, Sukhliya, Indore 452 010,	)	
Madhya Pradesh; and also at Sukhliya	)	
Gram, Sanwer Link Road, Indore 452 010	)	
E-mail: homex@-live.com	)	...Defendant No. 2
	)	
2(a) Mrs. Sharda Chouhan	)	
having her office at 156,	)	
Sunder Nagar Extension,	)	
Sukhliya, Indore 452 010 (M.P.)	)	
and also at village Lasudia Mori,	)	
A.B. Road, Indore	)	...Defendant No. 2(a)
	)	
2(b) Mrs. Urmila Chouhan	)	
having her office at 156,	)	




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Sunder Nagar Extension,	)	
Sukhliya, Indore 452 010 (M.P.)	)	
and also at village Lasudia Mori,	)	
A.B. Road, Indore	)	
2(c) Mr. Dhananjay Singh Chouhan	)	...Defendant No. 2(b)
having her office at 156,	)	
Sunder Nagar Extension,	)	
Sukhliya, Indore 452 010 (M.P.)	)	
and also at village Lasudia Mori,	)	
A.B. Road, Indore	)	...Defendant No. 2(c)
2(d) Ms. Bhumika Chouhan	)	
having her office at 156,	)	
Sunder Nagar Extension,	)	
Sukhliya, Indore 452 010 (M.P.)	)	
and also at village Lasudia Mori,	)	
A.B. Road, Indore	)	...Defendant No. 2(d)
2(e) Mrs Prabhat Chouhan	)	
having her office at 156,	)	
Sunder Nagar Extension,	)	
Sukhliya, Indore 452 010 (M.P.)	)	
and also at village Lasudia Mori,	)	
A.B. Road, Indore	)	...Defendant No. 2(e)

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3 . Urmila Bhanu Chauhan, proprietor of and Trading as the Homex Chemical Works and also Partner of M/s Homex having her office at 156, Sunder Nagar Extension, Sukhliya, Indore 452 010 (M.P.) and also at village Lasudia Mori, A.B. Road, Indore	...Defendant No. 3
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CONSENT MINUTES OF THE ORDER

1. By consent, Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 23908 of 2024) be allowed.
2. The Plaintiffs above named have filed the present suit against the Defendants praying interalia reliefs relating to infringement of their registered trademarks **DOMEX** and artworks subsisting in the VIM original artistic work/ trade dress/ artistic packaging and for passing off the goods viz. cleaning preparations, cloth cleaners, woolen cleaners, Naphthalene Balls and dish wash bar/ liquid and other like goods, by the Defendants by use of the impugned mark **HOMEX** and the mark DR. Fresh bearing an infringing

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artwork/ trade dress/ artistic packaging being and for other reliefs,
as more particularly mentioned in the Plaint.

3. The Defendants agree and undertake not to use the impugned mark **HOMEX**



and the Dr. Fresh artistic work/ packaging/ trade dress and/or
any other mark/ label or even any artwork/packaging /trade dress which
is/are identical with and/or /substantially /deceptively similar to the
Plaintiffs' trademark 'DOMEX' and artworks subsisting in the Plaintiffs'



VIM original artistic work/ trade dress/ artistic packaging and



in relation to cleaning preparations, cloth cleaners, woolen
cleaners, Naphthalene Balls and dish wash bar/ liquid and other like goods.

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4. The **Defendants** hereby accepts the proprietary rights of the Plaintiffs in their trademark **DOMEX** and copyrights subsisting in VIM original artistic



works/ trade dress/ artistic packaging and , being used by the Plaintiffs in relation to the aforementioned goods, as more particularly mentioned in the suit plaint.

5. The Defendants hereby agree and undertake to use their trading name i.e. **HOMEX PRODUCTS** on the backside of the product packaging in compliance with the Legal Metrology Act, 2009 and rules made thereunder. The Defendants agree to cease from using the word **HOMEX** as a trademark and also undertake that the word **HOMEX** shall not be used on the frontside of any products used/ manufactured and/or sold by the Defendants or in any manner whatsoever as a trademark or as a form of branding by the Defendants.
6. The parties have jointly agreed that the Defendants may continue using the mark **Dr. Fresh** as a trademark.
7. The Defendants jointly and collectively agree to pay an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) within a period of two weeks from the date of the execution of these terms to the Plaintiff No. 2. The Defendants agree that the said payment shall be made through the mode Demand Draft/ Online transfer to the Plaintiff no. 2.




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8. The Defendants accordingly submit to a Decree in favour of the Plaintiffs in terms of prayers (a) and (c) except the bracketed portion, (b) and (d) of the Plaint, which reads as under:

(a) *the Defendants by themselves, their partners, directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under them be restrained by a permanent order and injunction of this Hon'ble Court from infringing the Plaintiff No.1's registered trade mark DOMEX by using the impugned trade mark [and impugned trading name and style HOMEX] and/or any other trade mark or name containing the word HOMEX and/or any other words deceptively similar thereto and/or any other trade mark or name identical with or deceptively similar to the Plaintiff No.1's registered trade mark DOMEX bearing nos.683563, 683560, 2601481 all in class 3 and 683564 in class 5 in respect of the said goods covered by the Plaintiffs' aforesaid registrations and/or like goods and or allied and cognate goods or in any other manner whatsoever;*

(b) *the Defendants by themselves, their partners, directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under them 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 (annexed at Exhibits F and H hereinabove), by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging / trade dress (annexed at Exhibit K hereinabove) or any other work/ packaging /trade dress which is an imitation and/or reproduction of the artistic work comprised in the Plaintiffs VIM artistic packaging/ trade dress or substantial part thereof or in any other manner whatsoever;*

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(c) the Defendants by themselves, their partners, directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under them be restrained by a permanent order and injunction of this Hon'ble Court from manufacturing and/or marketing and/or selling and/or advertising and/or trading in and/ or otherwise dealing in the impugned goods and/or similar goods bearing the impugned trade mark [and impugned trading name and style HOMEX] and/or any other trade mark or name containing the word HOMEX and/or any other words deceptively similar thereto and/or any other trade mark or name identical with or deceptively similar to the Plaintiffs' said well-known trade mark DOMEX, so as to pass off or enable others to pass off the Defendants' goods as and for the said goods of the Plaintiffs or in any other manner whatsoever;

(d) The Defendants themselves, their partners, directors, employees, servants, agents, stockists, dealers, distributors and all persons claiming through or under them 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 cleaning and dishwashing preparations and/or the like goods and or allied and cognate goods bearing copyright in the artistic work comprised in the said VIM artistic packaging/ trade dress and by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging/ trade dress and/or any other word/ packaging/ trade dress which is a reproduction of the artistic work comprised in the Plaintiffs said VIM artistic packaging/ trade dress or substantial part thereof so as to pass off or enable others to pass off the Defendants' goods as and for the Plaintiffs well-known goods or in any other manner whatsoever;



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9. The parties agree that the packets/stickers/labels seized by the Court Receiver shall be opened by the parties in the presence of their respective representatives and the contents therein shall be returned to the Defendants and the packets/ /labels/stickers shall be forthwith destroyed.
10. The Defendants undertake to withdraw the registration of the mark HOME X under No. 1618097 in class 3 within a period of 3 weeks from the date of executing these terms. The Defendants further undertake that that they have not filed /will not file in future any application seeking registration of the impugned mark HOMEX or any artworks/impugned labels similar to



original artistic works/labels of VIM being respectively with the Trademarks Registry or with the Registrar of Copyrights. In case the Defendants have filed any such application/s or registration/s, over and apart from the registration mentioned hereinbaove, the Defendants undertake to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendants shall simultaneously forward copies of such letters seeking withdrawal of its applications/registrations duly acknowledged by the Trade Marks Registry and/or Copyright Office, to the Plaintiffs or their Advocates.

11. Refund of court fees as per rules.

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12. By consent, the above Commercial IP (L) Suit No. 197 of 2024; Interim Application (L) No. 24316 of 2024 and Leave Petition (L) No. 23908 of 2024 be disposed of accordingly.

Dated this 8th day of October 2025



Laher Shah

Advocates for the Plaintiff



Aakash Joshi

Advocate for the Defendants

5 Suit is accordingly disposed of in terms of the consent minutes of order.

6 In view of this order, the Court Receiver stands discharged subject to Applicant's undertaking to pay necessary costs charges and expenses, without passing of account.

7 Court Receiver Report No.461 of 2024 is accordingly disposed of.

[ARIF S. DOCTOR, J.]