

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

**INTERIM APPLICATION (L) NO. 32064 OF 2024
IN
COMMERCIAL IP SUIT NO. 474 OF 2025
WITH
LEAVE PETITION (L) NO. 32004 OF 2024
WITH
COURT RECEIVER'S REPORT NO. 37 OF 2025
IN
COMMERCIAL IP SUIT NO. 474 OF 2025**

Hindustan Unilever Limited

...Applicant/Plaintiff

Versus

M/s. Nucleus Consumer Products Company & Anr.

...Defendants

Mr. Hiren Kamod a/w Ms. Niyati Davawala, Mr. Anil Shete & Dixita Singh i/b
Niyati Davawala for Plaintiff.

Mr. Aniket Bomble for Defendants.

Mr. Deepak S. Bhalerao, 2nd Assisting to the Court Receiver, Present.

CORAM : ARIF S. DOCTOR, J.

DATE : 6th OCTOBER, 2025.

P.C.

1. Learned counsel for the parties today have tendered consent minutes of the order, which have been duly signed by both the advocates for the plaintiff as also for the Defendants. The consent minutes of the order are

marked "X" for identification and the same are scanned and reproduced
herewith :

CORAM : ARIF S. DOCTOR, J.

Date: 06/10/2025
Date: Taken on record

(X)

marked "X"

06/10/25

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMM. IP SUIT NO. 474 of 2025

Hindustan Unilever Limited, a public limited company)

incorporated under the Indian Companies Act, 1913,)

having its Registered Office at Unilever House,)

B.D. Sawant Marg, Chakala, Andheri (East),)

Mumbai-400099, Maharashtra)

....Plaintiff

Versus

1.M/s Nucleus Consumer Products Company)

Having its address at 13, B.B. Ganguly Street,)

Room No. 210, Kolkata – 700012, West Bengal)

AND ALSO AT)

26A, Mahatma Sisir Kumar Sarani,)

Kolkata – 700004, West Bengal)

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2. Nucleus Equity Pvt. Ltd)
Having its registered office address at 13, B.B.)
Ganguly Street, Room No. 210, Kolkata 700012, W.B.)
...Defendants

CORAM: ARIF DOCTOR, J.

DATED: 1st OCTOBER 2025

CONSENT MINUTES OF THE ORDER

1. The Defendants have agreed to amicable settlement with the Plaintiff.
2. By consent, Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 32004 of 2024) be allowed as against all the defendants.
3. The Defendants hereby acknowledges the proprietary rights of the Plaintiff's said registered trade mark i.e. Taaza (label) and said original artistic works of Red Label and Taaza in relation to tea preparations and/ or the like goods used in the tea industry.



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4. The Defendants hereby agree and undertake that they shall not



hereafter use the impugned packaging/trade dress which is substantial reproductions of and/or visually, structurally, closely and deceptively similar to the Plaintiff's Red Label artistic



packagings/trade dresses. The Defendants hereby agrees and undertakes that it shall not hereafter use the impugned



packaging/trade dress which is substantial reproductions of and/or visually, structurally, closely and deceptively similar to the Plaintiff's Taaza artistic packagings/trade dresses



.The Defendants hereby agree and undertake that they shall not hereafter use the impugned artistic packaging/trade dress in

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a manner i.e. that is deceptively similar manner as that of the Plaintiff's registered Taaza label trade mark i.e.



5. The Defendants accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a), (b) and (c) of the Plaint, which reads as under:

a) the Defendants by themselves, their proprietor/partners/directors, servants, agents, distributors, dealers, assignees, stockists and all those connected with the Defendants in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing and/or trading, marketing, importing, distributing, selling and/or using in any manner whatsoever in relation tea preparations, the first impugned packaging /first impugned trade dress (appended at Exhibit N-1 hereinabove) bearing colour scheme, lay-out, get-up, style, artwork, trade dress and representation or any other artwork/s which is/are identical with and/or is/are substantially/strikingly similar to the Plaintiffs' original artistic works/packagings/trade dresses of Red

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Label (appended at Exhibits C and E hereinabove) and the second impugned packaging /second impugned trade dress (appended at Exhibit N-2 hereinabove) bearing colour scheme, lay-out, get-up, style, artwork, trade dress and representation or any other artwork/s which is/are identical with and/or is/are substantially/strikingly similar to the Plaintiffs' original artistic works/packagings/trade dresses of Taaza (appended at Exhibits I and K hereinabove) so as to infringe upon the Plaintiff's subsisting copyright in the original artistic works for the aforesaid products;

- b) the Defendants by themselves, their proprietor/partners/directors, servants, agents, distributors, dealers, assignees, stockists and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's registered trade mark TAAZA (label) registered under No. 2104310 in class 30 or any mark identical with and/or deceptively similar to the Plaintiff's registered mark TAAZA (label) registered under No. 2104310 in class 30 in respect of the goods covered by the Plaintiff's aforesaid registration and/or the like goods or in any other manner whatsoever;*
- c) the Defendants by themselves, their*

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proprietor/partners/directors, servants, agents, distributors, dealers, assignees, stockists and all those connected with the Defendants in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, distributing, printing, packaging, selling and/or using, online and/or offline, in any manner whatsoever in relation to their tea preparations and other like goods, the impugned label mark and the impugned packagings/trade dresses or any other packaging/trade dress which is identical with and/or closely and deceptively similar to the Plaintiff's said registered trade mark i.e. Taaza (label) and said original artistic works of Red Label and Taaza in relation to tea preparations and/ or the like goods used in the tea industry and/or any other goods and/or services so as to pass off or enable others to pass off its goods as and for the well-known goods and/or services of the Plaintiff or in any other manner whatsoever;

6. The parties agree that the packaging material seized by the Court Receiver shall be opened by the parties and the tea preparations therein shall be returned to the Defendant and the packaging material shall be destroyed within a period of 4 weeks from today by the Defendant in the presence of the Plaintiff and the Defendant's



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representatives and the Defendant will do this destruction at their own cost.

7. As regards the Plaintiff claim of damages mentioned in prayer clause (e) of the plaint, the Defendants have collectively paid an amount of Rs 35000 (Rs Thirty Five Thousand only) as and by way of Demand Draft bearing number "552783" drawn Kotak Mahindra Bank on dated 05.08.2025 in favor of Hindustan Unilever Limited. The said amount is paid towards cost mutually agreed upon between the parties and towards full and final settlement of this suit.
8. The Defendant undertakes that it has not filed/will not file in future any application seeking registration of the impugned artwork with the Registrar of Trade Marks as well as Registrar of Copyrights. Incase the Defendant has filed any such application/s, the Defendant undertakes to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendant 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 Plaintiff or its Advocates.
9. Refund of court fees as per rules.

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10. By consent, the above Commercial IP Suit No. 474 of 2025, Interim Application (L) No. 32064 of 2024 and Leave Petition (L) No 32004 of 2024 be disposed of accordingly.

Dated this 6th day of October 2025



Davawala & Co.

Advocates for the Plaintiff



Adv. Aniket Bomble

Advocate for Defendants

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IN THE HIGH COURT OF JUDICATURE AT
BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP SUIT NO. 474 of 2025

Hindustan Unilever Limited

... Plaintiff

V/s

Nucleus Consumer Products Company & Anr

...Defendants

CONSENT MINUTES

Dated this 5th day of October 2025



2. The suit is disposed of in terms of consent minutes of the order.
3. At the outset, a leave under Clause XIV is granted by consent and undertakings are accepted as undertaking given to the Court.
4. Court Receivers Report No.37 of 2025 is disposed of in view of this order.
5. The Court Receiver will stand discharged subject to payment of all necessary costs, charges and expenses borne by the Applicant/Plaintiff.
6. Court Receiver stands discharged without passing of accounts.
7. All pending applications are accordingly disposed of.

[ARIF S. DOCTOR, J.]