

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

COMMERCIAL IP SUIT (L) NO. 11288 OF 2025

Hindustan Unilever Limited

...Plaintiff

Versus

AS Print Pack Global Private Limited

...Defendants

WITH

INTERIM APPLICATION (L) NO. 11344 OF 2025

WITH

COURT RECEIVERS REPORT NO. 246 OF 2025

WITH

COURT RECEIVERS REPORT NO. 283 OF 2025

WITH

LEAVE PETITION (L) NO. 11410 OF 2025

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

Ms. Nidhi Bangera for Defendant No.2.

Mr. Deepak Bhalerao, 2nd Assistant to Court Receiver, Present.

CORAM : ARIF S. DOCTOR, J.

DATE : 17th OCTOBER, 2025.

P.C.

1. Learned counsel for the Plaintiff and Defendant No.2 have today tendered Consent Minutes of Order by which it is submitted that all the disputes and differences between the parties in the captioned Commercial IP Suit have been amicably resolved. The Consent Minutes of the Order are duly

signed by the Advocate for the Plaintiff as also Advocate for Defendant No.2.

2. Having due regard to the fact that the Consent Minutes of the Order are marked as "X" for identification and taken on record, the same are scanned and reproduced herewith.

CORAM : ARIF S. DOCTOR, J.
 Date :- 17/10/2025 4
 Taken on record and marked "X" 6
 17/10/2025

(7)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 IN ITS COMMERCIAL DIVISION
 COMM. IP SUIT (L) NO. 11288 of 2025

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.)
 ... Plaintiffs

Versus

1. AS Print-Pack Global Private Limited)
 Having its registered office address at)
 Plot No-60 Phase, 2, Badli Industrial Area,)
 Phase 2, Delhi, 110042)
 AND ALSO AT)
 E-5/10, Sector 16, Rohini Delhi- 110089)
 2. R.V.J & Company)

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54, Railway Road Extensive Indl. Area,)

Samaypur, North, New Delhi-110042)

... Defendants

CORAM: ARIF DOCTOR, J.

DATED: 17th OCTOBER 2025

CONSENT MINUTES OF THE ORDER-

DEFENDANT NO 2

1. By consent, Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 11410 of 2025) be allowed against Defendant No 2.

2. The Defendant No 2 hereby acknowledges the proprietary rights of the Plaintiff in its well-known trademark FAIR & LOVELY/GLOW & LOVELY and its distinctive original artistic labels of FAIR & LOVELY/GLOW & LOVELY (appended at Exhibits F, H, J, K and M to the plaint) being used by the Plaintiff

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in relation to its cosmetic preparations as more particularly mentioned in the plaint.

3. The Defendant No 2 agrees and undertakes that it shall not hereafter use the impugned mark and the impugned artworks (appended at Exhibit S to the plaint) bearing colour scheme, get-up, lay out, representation, style, trade dress or any other mark/artwork/s which is/are identical with/substantially /deceptively similar to the Plaintiffs' trademarks FAIR & LOVELY/GLOW & LOVELY and original artistic labels of FAIR & LOVELY/GLOW & LOVELY.

4. The Defendant No 2 accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a) to (c) of the Plaint, which reads as under:

a) the Defendants by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's registered Fair & Lovely label trademarks bearing registration numbers 2292737 and 3251895 both in class 03 by use of the impugned label shown at Exhibit "S" hereto and

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/or any other trade mark identical with or deceptively similar to the Plaintiff's registered Fair & Lovely label trade marks registered under nos 2292737 and 3251895 both in class 03 in respect of the goods covered by the Plaintiff's aforesaid registrations and/or the like goods or in any other manner whatsoever;

b) the Defendants by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them 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 to cosmetic preparations, the impugned artwork/trade dresses (appended at Exhibit S hereinabove) bearing colour scheme, layout, get-up, style, trade dress and representation or any other artwork/s which is/are identical with and/or is/are substantially/strikingly similar to the Plaintiff's original artistic works of Fair & Lovely/Glow & Lovely (appended at Exhibits F, H, J, K & M hereinabove) so as to infringe upon the Plaintiff's subsisting copyright in the original artistic works of Fair & Lovely/Glow & Lovely for the aforesaid products;

c) the Defendants by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them 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 to any cosmetic preparations, the impugned artwork/trade dress/label or any label/s or artistic packagings/trade dresses identical with and/or deceptively similar to the Plaintiff's distinctive and prior used registered label Fair & Lovely marks as well as the Plaintiff's artistic artworks/trade dresses of Fair & Lovely/Glow & Lovely so



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as to pass off their goods and business as and for those of the Plaintiff's or in some way connected or associated therewith;

5. The goods which have been seized by the Court Receiver in the said matter and have been kept in the custody of the Plaintiff on superdari, shall be destroyed by the Plaintiff at their own cost within four weeks from today.

6. The Defendant No 2 undertakes that it has not filed/will not file in future any application seeking registration of the impugned label mark and/or the impugned artwork with the Registrar of Trade Marks as well as Registrar of Copyrights. Incase the Defendant No 2 has filed any such application/s, the Defendant No 2 undertakes to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendant No 2 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.

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7. The Defendant No 2 has issued a Demand Draft bearing number "087060" drawn on Bank of Baroda dated 14th October 2025 in favour Hindustan Unilever Limited for an amount of Rs. 65,000/- (Rupees Sixty-Five Thousand Only) towards cost mutually agreed upon between the parties and towards full and final settlement of this suit.

8. By consent, the above Commercial IP (L) Suit No. 11288 of 2025, Interim Application (L) No. 11344 OF 2025 and Leave Petition (L) No 11410 of 2025 be disposed of accordingly against Defendant No 2.

Dated this 17th day of October 2025



Davawala & Co

Advocates for the Plaintiffs



Mr. Nidhi Bangera

Adv for Defendant No 2

3. In light of this nothing further survives in the suit qua Defendant No.2. The Suit is accordingly disposed of against Defendant No.2 in terms of the Consent Minutes of the Order.
4. The undertakings given in the Consent Minutes of the Order are accepted as undertakings given to the Court.
5. The Suit is disposed of in terms of the said Consent Minutes of the Order.
6. At the outset, parties by consent agreed that the petition filed for Leave under Clause XIV be allowed. The same is accordingly allowed.
7. The Court Receiver's Reports shall stand disposed of.
8. The Court Receiver will stand discharged without passing of accounts on the Applicant/Plaintiff undertaking to make payment of all the necessary costs, charges and expenses of the Court Receiver.
9. All pending applications are disposed of.
10. Refund of Court fees as per rule.

[ARIF S. DOCTOR, J.]