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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN IT'S COMMERCIAL DIVISION
COMIP SUIT NO. 50 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

Padmavathi Chemicals)
having it's address at)
Plot No.21, M Gardens,)
Gudapallipadu, Nellore, (D.T.),)
Andhra Pradesh – 524002)
... Defendant

CONSENT MINUTES OF THE ORDER

1. By consent Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 2260 of 2025) to be granted.





2. The Plaintiff above named has filed the present suit against the Defendant praying interalia reliefs relating to infringement of copyright of **VIM** subsisting in their original artistic work/ trade dress/ artistic packaging and for passing off the goods viz dishwashing preparations, liquid detergents, home care preparations and/or any other like goods, by the Defendant by use of impugned artistic packaging/trade dresses of VIM and for other reliefs, as more particularly mentioned in the plaint.
3. The Defendant i.e. Padmavathi Chemicals acknowledges the proprietary rights of the Plaintiff in its copyright subsisting in their original artistic works/ trade dress/ artistic packaging of VIM label, being used by the Plaintiff in relation to the aforementioned goods, as more particularly mentioned in the suit plaint.
4. The Defendant agrees and undertakes it shall not hereinafter use the impugned artwork as mentioned in paragraph 2 above, nor they shall use any artwork/s identical with and/or deceptively/substantially similar to **the copyright subsisting in the original artistic work/ trade dress/ artistic packaging of VIM label.**



5. The Defendant accordingly submits to a decree in terms of prayer clauses (a) and (b) 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 Plaintiff's copyright subsisting in the artistic work comprised in the VIM artistic packaging / trade dress shown at Exhibits B and D hereto, by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging / trade dress at Exhibit G hereto or any other work / packaging / trade dress which is an imitation and/or reproduction of the artistic work comprised in the Plaintiff's VIM artistic packaging / trade dress shown at Exhibits B and D hereto or substantial part thereof or in any other manner whatsoever;

(b) The Defendant by itself, its proprietor, partners, directors, servants, agents, dealers, stockists, distributors and all persons claiming under it be restrained by a permanent order and injunction of this Hon'ble Court from using the impugned artistic

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packaging/ trade dress shown at Exhibit B and D respectively hereto and/or any other artistic packaging/ trade dress which is identical with and/or closely and/or deceptively and/or substantially similar to the Plaintiff's VIM artistic packaging/ trade dress shown at Exhibits B and D upon and in relation to dishwashing preparations and/or the like goods so as to pass off or enable others to pass off its goods as and for the well-known goods of the Plaintiff or in any other manner whatsoever;

6. The packets seized by the Court Receiver shall be opened by the parties in the presence of their representative of both the Plaintiff and the Defendant and the dishwashing preparations therein shall be returned to the Defendant and the wrappers/labels/stickers shall be forthwith destroyed.
7. The Defendant issued a Demand Draft bearing number "752514" drawn on Union Bank of India dated 25th February 2025 in favour Hindustan Unilever Limited for an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) towards costs 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/s seeking registration of the impugned artwork with the Registrar of Copyrights. In case 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 Copyright Office, to the Plaintiff or its Advocates.
9. Refund of court fees as per rules.
10. By consent, the above Commercial IP Suit No. 50 of 2025; Interim Application (L) No. 2194 of 2025 and Leave Petition (L) No. 2260 of 2025 be disposed of accordingly against the Defendant.

Dated this th 18 day of March 2025



For Adv. Laher Shah
Advocate for the Plaintiff



Adv. Ritvik Joshi
Advocate for the
Defendant

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Hindustan Unilever Limited].... Plaintiff

Vs.

Padmavathi Chemicals].... Defendant

MINUTES OF THE ORDER

DATED THIS 18th DAY OF MARCH 2025