

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

TALLE
SHUBHAM
ASHOKRAO

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COMMERCIAL IP SUIT NO. 222 OF 2025

Hindustan Unilever Limited

... Plaintiff

Versus

Swaraj Detergent And Chemicals

... Respondent

WITH
LEAVE PETITION (L) NO. 7106 OF 2025
IN
COMMERCIAL IP SUIT NO. 222 OF 2025

*Adv. Laher Shah, & Adv. Jayesh Kalebere i/by Adv. Laher shah for Plaintiff.
Adv. Himanshu J. Patil, Sanchet Patil i/by Akshay Kulkarni for Defendant.
Mr. Habibur Khan Constituted Attorney of Plaintiff present on VC.
Mr. Bhushan Wankhede Representative of Court Receiver present.*

Coram : Sharmila U. Deshmukh, J.

Date : July 21, 2025.

P. C. :

1. This Court is informed that the suit 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 authorized signatory of the Plaintiff and by the proprietor of the Defendant Proprietorship Firm. The Defendant is present through VC and admits to decree on admission. He reiterates the terms of the consent terms. His identity is verified by his Advocate and from the Aadhar Card which is placed on record. The suit is

decreed 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 Plaintiff’s copyright subsisting in the artistic works comprised in the VIM and WHEEL artistic packaging’s / trade dresses shown at EXHIBITS “B”, “D” and “H” respectively hereto, by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging / trade dress at EXHIBIT “L” and EXHIBIT “M” 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 and WHEEL artistic packagings / trade dresses shown at EXHIBITS “B”, “D” and “H” 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 and detergent preparations and/or the like goods bearing the said artistic packaging/ trade dress of VIM and WHEEL shown at EXHIBITS “B”, “D” and “H” respectively hereto by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging/ trade dress shown at EXHIBIT “L” and EXHIBIT “ M ” hereto and/or any other packaging/ trade dress which is a reproduction of the Plaintiff’s said artistic packaging/ trade dress

*shown at **EXHIBITS "B", "D" and "H"** hereto or substantial part thereof so as to pass off or enable others to pass off the Defendant's goods as and for the Plaintiff's well-known goods or in any other manner whatsoever;"*

2. Decree to be drawn up accordingly. Refund of Court fees as per rules.
3. The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing off accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of 8 weeks of demand being raised by the Office of the Court Receiver.
4. Pending Interim Application, if any, do not survive for consideration and the same stand disposed of.
5. As the matter has been settled between the parties the Leave Petition Lodging No. 7106 of 2025 is allowed.

[Sharmila U. Deshmukh, J.]