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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 342/2025 with I.A. 9696/2025**

HONASA CONSUMER LIMITED

.....Plaintiff

Through: Mr. Amit Sibal, Senior Advocate with
Mr. Mohit Goel, Mr. Sidhant Goel,
Mr. Deepankar Mishra, Mr.
Karmanya Dev Sharma, Mr. Saksham
Dhingra, Mr. Vivek Pratap Singh and
Ms. Smriti Nayar, Advocates.

versus

HINDUSTAN UNILEVER LIMITED

.....Defendant

Through: Mr. Sandeep Sethi, Senior Advocate
with Mr. Ajay Bhargava, Mr.
Nirupam Lodha, Mr. Nishad
Nadkarni, Mr. Aasif Narodia, Mr.
Kshitij Parashar, Mr. Gautam
Wadhawa, Ms. Phalguni Nigam, Ms.
K. Jhunjhunwala and Ms. Rakshita
Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

25.04.2025

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1. In terms of the directions passed by this Court *vide* order dated 21st April, 2025, the parties have filed their respective affidavits evincing compliance of their respective undertakings made before the Court during the course of the hearings held on 17th April, 2025 and 21st April, 2025.
2. The respective affidavits on behalf of the parties have been handed over in Court and the same are taken on record.
3. The parties and their respective representatives including the promoter



of the plaintiff company shall remain bound by the undertakings provided and ensure compliance of the same.

4. The parties, in the course of hearings have, without prejudice to their rights and prejudice and with an intent to settle the matter, undertaken and have complied with the following:

a) The defendant has, without prejudice to its rights and contentions, taken down the impugned advertisements and made modifications/ changes to its YouTube advertisement, online/ outdoor print advertisements as also the post/ public notice published on the defendant's Instagram handle, viz @lakmeindia, in the following manner:

(i) the colour of the generic and unlabelled tube/ bottle/ tottles has been replaced with a completely light yellow tube; and

(ii) the words "Online Bestsellers" has been replaced with the words "Some Sellers", representations of which are depicted in Annexures B, C and F of the defendant's affidavit dated 23rd April, 2025. With these changes/ modifications, the defendant has launched its advertisements again and the modified advertisements may continue. The defendant agrees that it will not launch an advertising campaign similar or identical to the one assailed in the present suit in future.

b) The plaintiff has, without prejudice to its rights and contentions, also taken down and has asked its representatives to take down the social media posts which have been assailed by the defendant in COMIP 11765 of 2025 titled "**Hindustan Unilever Limited v. Honasa Consumer Limited and Anr.**" filed against the plaintiff herein and its promoter before the High Court of Bombay. The plaintiff agrees that neither the plaintiff nor its representatives will publish a post on any media similar or identical to the



one assailed in the aforesaid suit before the High Court of Bombay in future.

5. The parties have also agreed and instructed their respective representatives, online influencers/ brand partners to comply with the respective undertakings. In this regard, the posts on social media made by the influencers engaged by the defendant as well as the plaintiff have been taken down in the manner set out in the respective affidavits filed by the parties and to the extent within their reach or control.

6. Binding the parties to their statements made and the affidavits filed, the present suit is accordingly disposed of with no order as to costs.

7. The parties agree that based on the statements made before this Court and subsequent affidavits of compliance filed, the defendant will ask the High Court of Bombay to dispose of the aforesaid suit pending before it against all defendants therein in terms of the undertakings given and affidavits filed by the parties before this Court, which affidavits will also be filed before the High Court of Bombay.

8. The parties are given liberty to approach the appropriate forum in case of any non-compliance of the undertakings.

9. Going forward, it is agreed between the parties that neither party shall make any statement to the media with regard to the present legal proceedings.

10. In view of the fact that the matter has been settled at an initial stage, the Registry is directed to issue a certificate of refund of 50% of the Court Fees in favour of the plaintiff, in terms of Section 16A of the Court Fees Act, 1870.

AMIT BANSAL, J

APRIL 25, 2025/kd