IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO. 15351 OF 2026
WITH
INTERIM APPLICATION (L) NO. 15367 OF 2026
WITH
COURT RECEIVER REPORT NO. 288 OF 2026
WITH
LEAVE PETITION NO.175 OF 2026
IN
COMMERCIAL IP SUIT (L) NO.15351 OF 2026

PRACHI PRANESH NANDIWADEKAR
Digitally signed by PRACHI PRANESH NANDIWADEKAR
Date: 2026.10.16 11:43:37 +0530

Hindustan Unilever Limited … Plaintiff

V/s.

Divine Food and Beverage ...Defendant

Mr. Anil Shete a/w Ms. Niyati Davawala, Ms. Nidhi Rao, Ms. Chandrika Devda and Ms. Stuti Thakar i/by Davawala & Co. for the Plaintiff.

Mr. Habibur Rehman Khan, Plaintiff's Representative, present

Mr.Pratik Shah for the Defendant.

Mr. Deepak Bhalerao, 2nd Asst. to Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 15 OCTOBER 2026

P. C. :-

Leave Petition No. 175 OF 2026

1. Perused the averments in the Plaint and Leave Petition.

2. For the reasons set out in Leave Petition, the same is allowed in terms of prayer clause (a).

Commercial IP Suit (L) No. 15351 OF 2026

3. Learned counsel appearing for the Plaintiff and Defendant state that Plaintiff and Defendants have settled the dispute and tendered the consent terms.

4. The consent terms are signed by Mr. Habibur Rehman Khan, who is authorised signatory of the Plaintiff. The documents authorising him to sign the consent terms are annexed at page nos. 9 to 14. The consent terms are also signed by Mr. Afzal Hussain Mazumder, who is the Proprietor of the Defendant-Divine Food and Beverage. Both Mr. Habibur Rehman Khan and Mr.Afzal Hussain Mazumder are present through Video Conferencing and state that Plaintiff and Defendant have settled the dispute in terms of the Consent Terms and they have signed the consent terms. The consent terms are also signed by respective advocates and respective advocate identify the signatures of respective parties.

5. Accordingly, the Consent Terms are taken on record and marked as "X" for identification. A scanned copy of the Consent Terms is reproduced herein below:

Coram: Madhav J. Jamdar, J
Date : 15/10/2026
"X" Associate

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP (L) No. 15351 of 2026

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

Divine Food & Beverage)
Having its address at)
Uttar Kanchanpur, Part 1, Panchgram,)
Dist- Hailakandi, Assam 788802)
Divine.foodandbeverage@gmail.com)
... Defendant

Chandrika. Md Afzal Hussain Mazumdar

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CONSENT TERMS

1. The Parties have agreed to amicably resolve the present dispute.

2. The Defendant has no objection to the Clause XIV Petition No 175 of 2026 to be allowed against them.

3. The Defendant hereby acknowledge the proprietary rights of the Plaintiff's said registered trade marks i.e. "HORLICKS" marks list of which is annexed at Exhibit D to the plaint and in its copyright subsisting in its original artistic work/trade dress/packaging of i.e. HORLICKS i.e. 

and 

being used by the Plaintiff in relation to its nutritional food products including food for infants, children and adults, malted milk, biscuits and other like goods as more particularly mentioned in the plaint.

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4. The Defendants agrees and undertakes that they shall not hereafter use the impugned packaging/ trade dress i.e. 

bearing colour scheme, get-up, lay out, representation, style, trade dress or any other mark/ artwork/s which is identical with/substantially /deceptively similar to the Plaintiff's original artistic packagings/ trade dresses of Horlicks i.e. 

and 

The Defendants further agree and undertake that they shall not hereafter use the impugned mark "HORLICKS" which or any other trade mark identical with or deceptively similar to the Plaintiff's registered HORLICKS trade marks.

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:

Bandbika. Md Afzal Hussain Mazumder

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a) the Defendant, its proprietors, partners, servants, agents, stockists, distributors, dealers, affiliates, franchisees, licensees, assigns and all other persons claiming through and/or under it or acting on it's behalf be restrained by a perpetual order and injunction of this Hon'ble Court from infringing any of the Plaintiff's registered HORLICKS trade marks, list of which is shown at Exhibit D, by use of the impugned mark "Horlicks" and/or any other trade mark identical with or deceptively similar to the Plaintiff's registered HORLICKS trade marks list of which is shown at Exhibit D hereto in respect of the goods covered by the Plaintiff's said registrations or any goods which similar thereto or in any other manner whatsoever;;

b) the Defendant, its proprietors, partners, servants, agents, stockists, distributors, dealers, affiliates, franchisees, licensees, assigns and all other persons claiming through and/or under it 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

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(appended at L 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 Plaintiff's said original artistic works of (appended at Exhibit H hereinabove) respectively in relation to biscuits and confectionery products, so as to infringe upon the Plaintiff's subsisting copyright in the original artistic works for the aforesaid products;

c). the Defendant, its partners, proprietor, servants, agents, stockists, distributors, dealers and all persons connected with the Defendant in its 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 to any biscuits and confectionery products, the impugned mark and the impugned artwork or any mark/s or artistic works identical with and/or deceptively similar to the Plaintiff's distinctive and prior used registered HORLICKS trademarks shown at Exhibit D hereto as well as the Plaintiff's subsisting copyright in the Plaintiff's said

Bandvika. 5 Md Afzal Hussain Mazumder

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original artistic works (appended at Exhibit H hereto) so as to pass off its goods and business as and for those of the Plaintiff's or in some way connected or associated therewith;

6. The parties agree that the packaging material seized by the Court Receiver shall be opened by the parties and the goods 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 Plaintiff and Defendant's respective representatives and the Defendant will do this destruction at their own cost.

7. The Defendant undertakes that it has not filed/will not file in future any application seeking registration of the impugned packagings/ trade dresses and/or impugned logo with the Registrar of Trade Marks as well as Registrar of Copyrights. In case the Defendants have filed any such application/s, the Defendants undertake to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendant shall simultaneously

Chandrika. 6 Md Afzal Hussain Mazumder

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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.

8. The Defendant has issued a Demand Draft bearing number "502059" drawn on Central Bank of India dated 23rd September 2026 in favour Hindustan Unilever Limited for an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) towards cost mutually agreed upon between the parties and towards full and final settlement of this suit.

9. Refund of court fees as per rules.

10. By consent, the above Commercial IP Suit (L) No. 15351 of 2026 and Interim Application(L) No. 15367 of 2026 be disposed of accordingly.

11. Copy of Letter of Authorization in the name of Mr Habibur Rehman Khan, Authorized Signatory for the Plaintiff is annexed

Dhanvika. Md Afzal Hussain Mazumder

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herewith as **Annexure 1**; copy of the identification of Mr. Afzal Hussain Mazumder proprietor of Defendant is annexed herewith as **Annexure 2.**

Dated this 5th day of October 2026

DIVINE FOOD & BEVERAGE
Md Afzal Hussain Mazumder
Proprietor

Habibur Rehman Khan
Authorized Signatory of the Plaintiff

Mr. Afzal Hussain Mazumder
Proprietor of Defendant

Davawala & Co.
Advocates for the Plaintiff

Mr Pratik Shah
Advocate for Defendant

6. Various statements made in the Consent Terms are accepted as undertakings given to the Court.

7. Accordingly, Commercial Intellectual Property Rights Suit (L) No.15351 of 2026 is decreed in terms of the Consent Terms.

8. Refund of Court fees as per rules.

9. As the Commercial Intellectual Property Rights Suit is disposed of, the Court Receiver stands discharged without passing accounts, subject to payment of costs, charges and expenses to be paid by the Plaintiff within two weeks from the demand being made by the office of the Court Receiver.

10. As the Court Receiver stands discharged, Court Receiver Report No.288 of 2026 stands disposed of, subject to payment of cost of Rs.5000/-.

11. In view of disposal of Commercial Intellectual Property Rights Suit (L) No. 15351 of 2026, nothing survives in Interim Application (L) No.15367 of 2026 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]