IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO. 11373 OF 2025
WITH
INTERIM APPLICATION (L) NO. 11534 OF 2025
WITH
COURT RECEIVER REPORT NO.275 OF 2025
WITH
LEAVE PETITION (L) NO.11642 OF 2025
IN
COMMERCIAL IP SUIT (L) NO. 11373 OF 2025

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

Hindustan Unilever Limited … Plaintiff

V/s.

AS Print-Pack Global Private Limited & Anr. ...Defendants

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

Mr. Ritvik Joshi for Defendant No.2.

Plaintiff's representative (through VC) present.

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

CORAM : MADHAV J. JAMDAR, J.

DATED : 15 OCTOBER 2026

P. C. :-

Leave Petition (L) NO.11642 OF 2025

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.11373 OF 2025

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

4. Learned counsel appearing for the Plaintiff states that the Plaintiff has already settled the dispute with Defendant No.1 and the Suit has already been decreed against Defendant No.1.

5. Now the consent terms have been arrived at between the Plaintiff and Defendant No.2. The consent terms are signed by Mr. Habibur Rehman Khan who has been authorised to sign the consent terms on behalf of the Plaintiff- Hindustan Unilever Limited and the document evidencing authorisation are annexed at Annexure 1 of the Consent Terms. The consent terms are also signed by Defendant No.2- Mr.Sachin Goel. Both Mr. Habibur Rehman Khan and Mr. Sachin Goel appears through Video Conferencing and state that the Plaintiff and Defendant No.2 have settled the dispute in terms of the consent terms and both of them

have signed the consent terms. The consent terms are also signed by respective advocates and the respective advocates identified the signature of respective parties.

6. 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 : 15/10/2025
"X"

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP SUIT (L) NO. 11373 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.)

... Plaintiff

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)

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2. Sachin Goel trading as MN Care)

House No-1, First Floor, Gali No-1,)

Block-A,, Village Samaipur Badli,)

Near Radha Krishan Mandir,)

Railway Road, New Delhi-110042,)

... Defendants

CONSENT TERMS -DEFENDANT NO 2

1. The Plaintiff and Defendant No 2 have agreed to amicably resolve the present dispute

2. The Defendant No 2 has no objection to the Clause XIV Petition (L) No. 11642 of 2025 to be allowed against them

3. 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 G, H, J, K and M to the plaint) being

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

4. The Defendant No 2 agrees and undertakes that it shall not hereafter use the impugned artwork/trade dress/label (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 Plaintiff's registered Fair & Lovely label marks bearing registration numbers 2292737 and 3251895 both in class 03 as well as original artistic labels of FAIR & LOVELY/GLOW & LOVELY.

5. 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*

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Plaintiff's registered Fair & Lovely label trademarks bearing registration numbers 2292737 and 3251895 both in class 03 by use of the impugned label and /or any other trade mark identical with or deceptively similar to the Plaintiff's registered Fair & Lovely label trademarks registered under no 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 dress (appended at Exhibit S hereinabove) bearing colour scheme, lay-out, 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 G, 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*

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

6. 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 and the same shall be destroyed by the Plaintiff at their own cost within four weeks from today.

7. The Defendant No 2 undertakes that it has not filed/will not file in future any application seeking registration of the impugned label 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

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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.

8. The Defendant No 2 has issued a Demand Draft bearing number "125665" drawn on KOTAK Bank dated 22nd September 2026 in favour Hindustan Unilever Limited for an amount of Rs. 2,00,000/- (Two Lakhs Only) towards cost mutually agreed upon between the parties and towards full and final settlement of this suit.

9. By consent, the above Commercial IP (L) Suit No. 11373 of 2025, Interim Application (L) No. 11534 OF 2025 be disposed of accordingly against Defendant No 2.

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10. Copy of Letter of Authorization in the name of Mr. Habibur Rehman Khan, Authorized Signatory for the Plaintiff is annexed herewith as **Annexure 1**; and copy of identification of Defendant No 2 i.e. Sachin Goel is annexed herewith as **Annexure 2**.

Dated this 5th day of October 2026

Mr. Habibur Rehman Khan
Authorized Signatory of Plaintiff

Sachin Goel
Defendant No. 2

Davawala & Co
Advocates for the Plaintiff

Ritvik Joshi
Adv for Defendant No 2

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

8. The suit is earlier decreed against Defendant No.1 and now it is settled between the Plaintiff and Defendant No. 2 in terms of the consent terms.

9. Accordingly, Commercial Intellectual Property Rights Suit (L) No. 11373 of 2026 is decreed in terms of the Consent Terms.

10. Refund of Court fees as per rules.

11. 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.

12. As the Court Receiver stands discharged, Court Receiver Report No.275 of 2025 stands disposed of, subject to payment of cost of Rs.5000/-.

13. In view of disposal of Commercial Intellectual Property Rights Suit (L) No.11373 of 2025, nothing survives in Interim Application (L) No. 11534 of 2025 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]