IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO. 12216 OF 2026
WITH
INTERIM APPLICATION (L) NO. 12300 OF 2026
WITH
COURT RECEIVER REPORT NO.266 OF 2026
WITH
LEAVE PETITION (L) NO.12309 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 12216 OF 2026

PRACHI PRANESH NANDIWADEKAR
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Date: 2026.10.16 11:43:37 +0530

Unilever Global IP Limited & Anr … Plaintiffs

V/s.

Fine and Shine Cosmetic Pvt. Limited ...Defendant

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

Mr. Hemant Thadhani a/w Ms. Rooppreet Dhamija i/by Crawford Bayley & Co. for the Defendant.

Mr. Saif Jamali, Constituted Attorney of the Plaintiff (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. 12309 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.12216 OF 2026

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

4. The consent terms are signed on behalf of the plaintiff by Mr. Saif Jamali, who is the Constituted Attorney of the plaintiff. The respective power of attorneys are annexed at pages 33 to 38 of the consent terms. The consent terms are also signed by Mr. Luv Nagpal, authorised signatory of the Defendant-Fine and Shine Cosmetic Pvt.Ltd who has been authorised by a Resolution passed in the meeting of the Board of Directors held on 18th June, 2026 to sign the consent terms. The said Resolution is annexed at Annexure 2 of the consent terms. Both Mr. Saif Jamali and Mr. Luv Nagpal, who appear through VC state that the parties have settled the dispute and signed the consent terms.

5. Both the advocates have also signed the consent terms and

identified the signatures 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 : 15/10/2026
"X"

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP SUIT (L) NO. 12216 OF 2026

1. **Unilever Global IP Limited**
A private limited company, incorporated
under the laws of England, having
its registered office at Port Sunlight,
Wirral, Merseyside, CH624ZD,)
United Kingdom

2. **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 – 400 099,
Maharashtra

...Plaintiffs

Versus

FINE & SHINE COSMETICS PVT. LTD. KUNDLI (HR)

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Fine and Shine Cosmetic Pvt Ltd)

Having its addresses at)

B - 125, Ashok Vihar Phase – I,)

Delhi, India – 110052)

AND AT)

334, F&S Tower, Kundli Phase IV,)

Sec-57, Sonepat, Haryana - 131028)

...Defendant

CONSENT TERMS

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

2. The parties submit that, in view of the settlement arrived at between them, they have no objection to this Hon'ble Court allowing the Clause XIV Petition (L) No. 12309 of 2026 filed by the Plaintiffs against the Defendant.

3. The Defendant hereby acknowledges the proprietary and common law rights of the Plaintiffs in its distinctive original artistic works/trade dresses of POND'S (appended at Exhibits Exhibits D-1, D-3, D-5 and D-6 to the plaint) and LIFEBUOY (appended at Exhibit H-1 to the plaint) being used by the

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Plaintiff in relation to the goods as more particularly mentioned in the plaint.

4. The Defendant further acknowledges the proprietary and common law rights of the Plaintiffs in its registered well-known LIFEBUOY trademarks bearing Registration Nos. 87110, 1345289, 1425355 and 1419217 in Class 03 and Class 05 being used by the Plaintiffs in relation to its bathing soap, bodywash, handwash, hand sanitizers and other cleaning preparations as more particularly mentioned in the plaint.

5. The Defendant agrees and undertakes that it shall not hereafter use the impugned label mark/artwork/trade dress i.e. 

and/or any other trade mark/logo identical with or deceptively similar to the Plaintiff's well-known "LIFEBUOY" trademarks and LIFEBUOY artwork i.e.. 

. The Defendant also agrees and undertakes that it shall not hereafter use the impugned artworks/packagings/ trade dresses i.e. 

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and  bearing colour scheme, get-up, lay out, representation, style, trade dress or any other label/ mark/ logo/ device/ label/ artwork/s which is/are identical with/substantially /deceptively similar to the Plaintiff's POND'S DREAMFLOWER original artistic artworks i.e. 

 and 'POND'S MAGIC' artworks i.e.  and/or any other artwork/packaging/trade dress similar or deceptively similar to variants of POND'S Talcum range.

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6. The Defendant accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a) to (d) of the Plaint, which reads as under:

a. the Defendant by itself, its directors, proprietor, partners, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming 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/skin care preparations, the impugned artworks/trade dresses (appended at Exhibits M-1 and M-3 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 Pond's said artistic works (appended at Exhibits D-1, D-3, D-5 and D-6 hereinabove) and Lifebuoy artistic work (appended at Exhibit H-1 hereinabove) so as to infringe upon the Plaintiffs' subsisting copyright in the said original artistic works for the aforesaid products;

b. the Defendant by itself, its directors, proprietor, partners, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under it be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the second Plaintiff's registered Lifebuoy marks

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bearing registration numbers 87110, 1425355 both in class 03, 1345289, and 1419217 both in class 99 (class 03 & 05) by use of the impugned label mark shown at Exhibit M-3 hereto and /or any other trade mark identical with or deceptively similar to the second Plaintiff's registered Lifebuoy trade marks bearing registration numbers 87110, 1425355 both in class 03, 1345289 and 1419217 all in class 99 (class 03 & 05) hereto in respect of the goods covered by the second Plaintiff's aforesaid registrations and/or the like goods or in any other manner whatsoever;

c. *the Defendant by itself, its directors, proprietor, partners, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming 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 any skin care/cosmetic preparations, the impugned artworks/trade dresses/impugned label mark or any artwork/trade dress/mark identical with and/or deceptively similar to the Plaintiffs' said original Pond's and Lifebuoy artworks/trade dresses and Lifebuoy trademarks so as to pass off its goods and business as and for those of the Plaintiffs' or in some way connected or associated therewith;*

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d. *the Defendant be ordered and decreed to deliver-up to the Plaintiffs for destruction all such materials including impugned goods and packaging material used to pack and sell cosmetic/skin care preparations and other like goods including labels, stickers, advertising and packaging materials, stencils, cylinders, machinery, dyes, screens, blocks, moulds, papers, vouchers, bill books, carry bags, and other goods bearing the impugned artworks/trade dresses/marks as complained off;*

7. The parties agree that the material seized by the Court Receiver shall be opened by the parties and the detergent preparations therein shall be returned to the Defendant and the material shall be destroyed within a period of 4 weeks from today by the Defendant in the presence of the Plaintiffs and the Defendant's representatives and the Defendant will do this destruction at their own cost.

8. In view of the above, the Plaintiffs do not press for remaining reliefs including costs and damages.

9. The Defendant agrees that in the event of breach/violation of any of the clause of these consent terms, they undertake to forthwith pay to the Plaintiffs, liquidated damages of Rs. 2,00,000/ (Rupees Two Lakhs Only) in addition to any remedy the Plaintiffs are entitled to.

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10. The Defendant has removed all the listings within its control from all online websites, e-commerce platforms, online business directories, and social media handles bearing the impugned marks and/or impugned artworks/trade dress or any other mark and/or artwork/trade dress which is/are deceptively similar to the Plaintiffs' "LIFEBUOY" trademarks/artworks and "POND'S DREAMFLOWER" and "POND'S MAGIC" talcum artworks/ trade dress. Hereto annexed and marked as **"Exhibit A"** are the documents evidencing removal of such listings.

11. The Defendant also confirms that it has not filed and undertakes not to file in future any application in any capacity whatsoever seeking registration of the impugned trademarks or impugned artworks/ packagings/ trade dresses or any other trademark/ logo/ artwork/ packaging/ trade dress that is almost identical and/or deceptively similar with the Plaintiff's registered marks and/ or artworks with the Registrar of Trade Marks as well as Registrar of Copyrights.

12. Refund of court fees as per rules.

13. By consent, the above Commercial IP Suit (L) No. 12216 of 2026 and Interim Application (L) No. 12300 of 2026 be disposed of accordingly.

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14. Copy of Power of Attorney in the name of Mr. Saif Jamali, Constituted Attorney of the Plaintiffs is annexed herewith as **Annexure 1**; A Copy of Board Resolution authorizing Mr. Luv Nagpal to represent the Defendant in the legal proceeding is hereto annexed as **Annexure 2**; A copy of identification of Mr. Luv Nagpal, Director of Defendant is annexed herewith as **Annexure 3**.

Dated this 12th day of October 2026

FINE & SHINE COSMETICS PVT. LTD. KUNDLI (HR)

Mr. Saif Jamali
Constituted Attorney
Plaintiffs

Mr. Luv Nagpal
Authorized Signatory of
Defendant

Davawala & Co.
Advocates for the Plaintiff

Crawford Bayley & Co
Advocate for the Defendant

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

8. Accordingly, Commercial Intellectual Property Rights Suit (L) No.12216 of 2026 is decreed in terms of the Consent Terms.

9. Refund of Court fees as per rules.

10. 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.

11. As the Court Receiver stands discharged, Court Receiver Report No.266 of 2026 stands disposed of, subject to payment of cost of Rs.5000/-.

12. In view of disposal of Commercial Intellectual Property Rights Suit (L) No. 12216 of 2026, nothing survives in Interim Application (L) No. 12300 of 2026 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]