

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO.3228 OF 2025
IN
COMMERCIAL IP SUIT NO.786 OF 2018

Mukeshbhai Mangaldas Deshani ...Applicant/Plaintiff

Versus

Hindustan Unilever PLC ...Defendant

Mr. Ashutosh Kane i/b W. S. Kane & Co. for Plaintiff.

Mr. Arun Upadhyay (through VC) for Defendant/Applicant in IA/3288 of 2025.

Mr. Deepak Bhalerao, Second Assistant to the Court Receiver present.

CORAM : ARIF S. DOCTOR, J.

DATE : 25th MARCH 2026

P.C.

1 Interim application (L) No.10685 of 2026 is not on board. Mentioned.

Taken on board.

2 Heard Mr. Kane for the Applicant in Interim Application (L) No.10685 of 2025. He invites my attention to prayer clause (a) which reads thus:

“(a) This Hon'ble Court be pleased to pass an order permitting the Plaintiffs, to destroy the infringing goods bearing the counterfeit marks and artworks lying in the premises of the Applicant being Bungalow situated at Shivam Park, Plot No.82/1, Opposite Bungalow No.E10, Near Hanuman Temple, Aji Dem, Manda Doongar, Bhavnagar Main Road Village- RAjkot (Municipal Corporation) Rajkot 360003, which have been seized, and make the same available for trial.”

3 Having heard Mr. Kane and having perused the interim application, my

view is that the same would have to be allowed essentially the interim application arises pursuant to an order dated 5th March 2018 passed by this Court, by which this Court had appointed the Court Receiver to seized the offending goods. The offending goods were loacted in a premises of which the Applicant in Interim Application No.3228 of 2025 is the owner. I am informed that Defendant No.2 to the suit has since passed away. Having noted the fact that Respondents despite having been served with the interim order dated 5th March 2018 have never entered appearance, it would be appropriate to allow the Interim Application (L) No.10685 of 2026. the same is accordingly allowed and disposed of in terms of prayer clause (a).

4 Having due regard to the fact that the present interim application is allowed in terms of prayer clause (a), nothing really survives in Interim Application No.3228 of 2025, the same is accordingly disposed of.

5 The Applicant in Interim Application No.3228 of 2025 is at liberty to take out appropriate proceedings seeking compensation as prayed for.

6 Mr. Kane fairly points out that after the goods are destroyed, he shall filed an affidavit of compliance in the registry.

[ARIF S. DOCTOR, J.]