

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO.458 OF 2026

Hindustan Unilever Limited

...Plaintiff

Versus

Vive Cosmetics & Anr.

...Defendants

**WITH
INTERIM APPLICATION (L) NO.623 OF 2026
WITH
COURT RECEIVER'S REPORT NO.169 OF 2026
(NOT ON BOARD)
WITH
LEAVE PETITION NO.17 OF 2026
IN
COMMERCIAL IP SUIT (L) NO.458 OF 2026**

Ms. Niyati Davawala a/w Mr. Anil Shete, Ms. Nidhi Rao, Ms. Chandrika Devda i/b Davawala & Co. for the Applicant/Plaintiff

Ms. Prerna Singla, Mr. Govind Gupta, Authorized Signatory of Defendants is present through VC

Ms. Nandini Deshpande, 1st Assistant to Court Receiver a/w Ms. M. M. Manjrekar, Section Officer from Court Receiver's Office, are present

CORAM : SHARMILA U. DESHMUKH, J.

DATE : MAY 8, 2026

P. C. :

1. This Court is informed that the dispute has been amicably settled between the parties. The Consent Terms are tendered, which are taken on record and marked "X" for identification. The Consent Terms are

signed by the authorized signatory of the Plaintiff and by the authorized signatories of Defendant No.1 and Defendant No.2. The authorized signatories are present virtually. Their identities are verified by the Aadhar Cards which are placed on record. They reiterate the terms of the Consent Terms and submit to a decree on admission in terms of prayer clauses (a) and (b) of the plaint. The statement made in the Consent Terms is accepted as undertaking given to the Court.

2. Suit is decreed in terms of prayer clauses (a) and (b), which read thus :

"a) the Defendants, their directors, proprietors, partners, servants, agents, stockists, distributors, dealers, affiliates, franchisees, licensees, assigns and all other persons claiming through and/or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from infringing any of the Plaintiffs registered trade marks bearing nos.1981293 and 2536607 in class 5 and 2904382 and 2536606 in class 3, by use of the impugned mark PERI-V-WASH and/or any other trade mark identical with or deceptively similar to the Plaintiffs registered VWASH trade marks bearing nos.1981293 and 2536607 in class 5 and 2904382 and 2536606 in class 3 in respect of the goods covered by the Plaintiffs said registrations or any goods which similar thereto or in any other manner whatsoever;

b) the Defendants, their directors, proprietors, partners, servants, agents, stockists, distributors, dealers, affiliates, franchisees, licensees, assigns and all other persons claiming through and/or under them or acting on their behalf be restrained by a permanent order and injunction of this Hon'ble Court from manufacturing, packaging, marketing, selling, distributing, using and/or otherwise dealing in hygiene product preparations and/or similar goods under the impugned mark PERI-V-WASH being identical with or deceptively similar to

Plaintiffs' said well-known V-WASH registered trademarks so as to pass off or enable others to pass off the Defendant's impugned goods as and for the well-known goods of Plaintiffs or in any other manner whatsoever."

3. Refund of Court fees as per rules.

COURT RECEIVER'S REPORT NO.169 OF 2026 (NOT ON BOARD)

4. Court Receiver's Report is disposed of. Court Receiver stands discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of 8 days on demand being raised from the office of the Court Receiver.

INTERIM APPLICATION (L) NO.623 OF 2026

5. Interim Application does not survive for consideration and stands disposed of.

LEAVE PETITION NO.17 OF 2026

6. As the Suit has been settled between the parties, Leave Petition is allowed.

[SHARMILA U. DESHMUKH, J.]