



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

COMMERCIAL IP SUIT (L) NO. 3973 OF 2026

Hindustan Unilever Limited ...Plaintiff/
Applicant

Versus

Amber Avenue Private Limited ...Defendant

**WITH
INTERIM APPLICATION (L) NO. 4191 OF 2026
WITH
COURT RECEIVER'S REPORT NO.166 OF 2026
(NOT ON BOARD)
WITH
LEAVE PETITION NO.54 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 3973 OF 2026**

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

Mr. Pratik K. Shah for the Defendants

Mr. Hitesh D. Parekh, Authorized Signatory of Defendant No.1 and Proprietor of Defendant No.2 is present through VC

Mr. Naresh D. Parekh, Proprietor of Defendant No.3 is present through VC

Ms. Nandini Y. Deshpande, 1st Assistant to Court Receiver a/w Ms. E. S. D'Souza, Section Officer, Court Receiver's Office, are present in Court

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 Signatory of Defendant No.1/Proprietor of Defendant No.2 and the Proprietor of Defendant No.3, who are present virtually and reiterate the terms of the Consent Terms. They submit to a decree on admission in terms of prayer clauses (a), (b), and (c) of the plaint. Their identities are verified by their counsel. The resolutions are annexed to the Consent Terms. The statement made in the Consent Terms is accepted as undertaking given to the Court.

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

"(a) the Defendants by themselves, their directors, servants, agents, stockists, distributors, dealers and all persons claiming through them be restrained by an order and perpetual injunction of this Hon'ble Court from infringing the Plaintiffs registered Splat logo trade mark bearing Registration Nos. 1486106, 1486108, 1486109, 1486107, 1780462, 3912308, 4484160 and 4563303 all in Class 03, by the use of the impugned logo (appended at Exhibit L-3 hereinabove) and/or any other trade mark/ logo identical with or deceptively similar to the Plaintiffs registered Splat logo trade mark bearing Registration No. 1486106, 1486108, 1486109, 1486107, 1780462, 3912308, 4484160 and 4563303 all in Class 03 in respect of the goods covered by the Plaintiffs aforesaid registration or in any other manner whatsoever;

b) the Defendants by themselves, their directors, servants, agents, stockists, distributors, dealers and all persons claiming through 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 detergent preparations, the impugned artworks / packagings / trade dresses (appended at Exhibits L-1 and L-2 hereinabove) bearing colour scheme, layout, 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 Plaintiffs' original artistic works of Surf Excel (appended at Exhibits D and E hereinabove) so as to infringe upon the Plaintiffs subsisting copyright in the original artistic works for . the aforesaid products;

c) the Defendants by themselves, their directors, servants, agents, stockists, distributors, dealers and all persons claiming through them be restrained by an order and perpetual injunction of this Hon'ble Court from using the impugned logo and/or any other trade mark/ logo/ device which is identical with and/or closely and deceptively similar to the Plaintiffs said well-known Splat Logo and/or from using the impugned artworks / packagings / trade dresses/logo (appended at Exhibit L-1; L-2 and L-3 hereinabove) and/or any other packaging/trade dress/logo which is identical with and/or deceptively similar to the Plaintiffs' original artistic works of Surf Excel (appended at Exhibits D and E hereinabove) and Splat Logo (appended at Exhibit B hereinabove) so as to pass off or enable others to pass off the Defendants' goods as and for the Plaintiffs well-known goods or in any other manner whatsoever."

3. Refund of court fees as per rules.

COURT RECEIVER'S REPORT NO.166 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. 4191 OF 2026

5. Interim Application (L) No.4191 of 2026 and other interim applications, if any, do not survive for consideration and stand disposed of.

LEAVE PETITION NO.54 OF 2026

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

[SHARMILA U. DESHMUKH, J.]