



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

INTERIM APPLICATION (L) NO. 4784 OF 2024
IN
COMMERCIAL IP SUIT (L) NO. 4699 OF 2024

Hindustan Unilever Limited

... Applicant.

Versus

Shatrughan Kumar and Ors.

... Respondents.

Ms Dishita Shah i/by ANM Global for the Plaintiff.

Coram : Sharmila U. Deshmukh, J.

Date : April 01, 2026

P.C. :

1. By order of 14th February, 2024, this Court had granted ad-interim relief in terms of prayer clauses (a), (b) and (d) and Court Receiver came to be appointed. Subsequently, the commission was executed and the goods were seized which were also directed to be destroyed by order of 5th February, 2026.
2. None appears on behalf of the Defendants, though served.
3. Learned counsel for the Plaintiff would seek interim relief in respect of passing off and for confirmation of the ad-interim relief which was granted by order of 14th February, 2024. By an order of even date, the leave petition has been allowed and hence, the relief



in respect of passing off can be considered.

4. Vide order of 14th February, 2024, this Court considered the proprietary right of the Plaintiff in the registered trade mark as well as the ownership in the copyright and had granted ad-interim relief. This Court came to a *prima facie* finding that the impugned products are counterfeit products. Therefore, there is misrepresentation. The goodwill and the reputation is *prima facie* demonstrated from the material placed on record. Considering the use of the registered trade mark by the Plaintiff since long, the use of counterfeit marks are likely to damage the reputation and the goodwill of the Plaintiff. Hence, *prima facie* case has been made out for grant of relief in respect of passing off. The interim relief is granted in respect of prayer clause (c).

5. Though served, none appears on behalf of the Defendants and there is no reason as to why the ad-interim relief granted by order of 14th February, 2024 should not be continued as interim relief. Resultantly, the ad-interim relief is confirmed as interim relief. Interim Application is allowed in terms of prayer clause (a), (b), (c) and (d).

[Sharmila U. Deshmukh, J.]