

JSN

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
LEAVE PETITION NO. 313 OF 2016
WITH
NOTICE OF MOTION (L) NO. 3015 OF 2016
IN
SUIT (L) NO. 980 OF 2016**

Hindustan Unilever Limited ...Plaintiff
Versus
Gadag Tea Depot ...Defendant

Mr. Ashutosh Kane, with Niyati Davawala i/b W.S. Kane for the Plaintiffs.
Mr. M.R. Mandavgade, Officer on Special Duty to Court Receiver present.
Mr. Channabasayya Shiddaramayya Saunshimath, Power of Attorney holder present.

CORAM: G.S. PATEL, J
DATED: 22nd November 2016

PC:-

1. Leave Petition No. 313 of 2016 is not on board. Mentioned. Taken on board. For the reasons set out in the Petition, it is made absolute in terms of prayer clause (a).

2. Mr. Channabasayya Shiddaramayya Saunshimath, Constituted Attorney of the Defendant, who is personally present in Court, submits to a decree in terms of prayer clauses (a), (b) and (d) of the Suit. Mr. Kane, therefore, does not press the prayer for damages.
3. The Suit is decreed in these terms with no order as to costs. Drawn up decree is dispensed with. Refund of Court Fees, if any, in accordance with the Rules.
4. The Court Receiver had sealed certain goods. The packaging is to be destroyed after removing the goods. The Defendants will do this destruction at their own cost within 12 weeks and file an affidavit of compliance within 16 weeks. The goods may be reused.
5. The Court Receiver stands discharged without passing accounts but on payment of his costs, charges and expenses within four weeks from today by the Plaintiffs.
6. Notice of Motion (L) No. 3015 of 2016 does not survive and is disposed accordingly.
7. All concerned to act on an authenticated copy of this Order.

(G. S. PATEL, J.)