ARJUN VITTHAL KUDHEKAR

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

INTERIM APPLICATION NO.1385 OF 2026
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (L) NO.7770 OF 2026

Unilever Global IP Limited ...Applicant
Versus
Yash Lifesciences Pvt. Ltd. ...Defendant

WITH
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (L) NO.7770 OF 2026

Unilever Global IP Limited & Anr. ...Plaintiffs
Versus
Yash Lifesciences Pvt. Ltd. & Ors. ...Defendants

WITH
LEAVE PETITION NO.162 OF 2026
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (L) NO.7770 OF 2026

Unilever Global IP Limited & Anr. ...Petitioners
Versus
Yash Lifesciences Pvt. Ltd. & Ors. ...Defendants

WITH
COURT RECEIVER REPORT NO.140 OF 2026
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (L) NO.7770 OF 2026

Unilever Global IP Limited & Anr. ...Plaintiffs
Versus
Yash Lifesciences Pvt. Ltd. & Ors. ...Defendants

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Ms. Laher Shah a/w Saieraje Patil & Ishita Maheshwari i/b Laher Shah, for the Plaintiffs.
Mr. Sagar Shahani a/w Krish Vindrani & Jai Allagh, for the Defendants.
Mrs. S. S. Chipkar, Master (Adm.), Court Receiver, High Court, Bombay, present.

_____

Coram: Madhav J. Jamdar, J.
Date: September 17, 2026

P.C.:

1. Heard Ms. Shah, learned Counsel appearing for the Plaintiffs and Mr. Shahani, learned Counsel appearing for the Defendants.

2. Perused the Plaint and the Leave Petition.

3. For the reasons set out in Leave Petition No.162 of 2026, the same is allowed in terms of prayer clause (a).

4. Both the learned Counsel state that the parties have settled the dispute and tender the 'Consent Terms'.

5. The Consent Terms are signed by Mr. Habibur Khan, Authorized Representative of the Plaintiffs. He has been authorized by a Power of Attorney dated 7th April 2022 and by a Letter of Authorization dated 2nd July 2026. Mr. Yash Jain, Defendant No.6, has been authorized by a Board of Resolution dated 10th September 2026 of Defendant No.2-Company and by Power of Attorneys executed by Defendant No.4-Mr. Rajesh Jain and Defendant No.5-Sangeeta Jain. The said authorization and Power of Attorneys are annexed to the Consent Terms.

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6. Both Mr. Habibur Khan and Mr. Yash Jain are present through Video Conferencing. Both of them state that they have signed the Consent Terms. They state that the parties have settled the dispute in terms of the Consent Terms. The Consent Terms are also signed by the respective Advocates of the parties, who identify the signatures of the respective parties.

7. Accordingly, the Consent Terms are taken on record and marked "X" for identification. The Consent Terms read as under:

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP(L) SUIT NO. 7770 OF 2026

Unilever Global IP Limited,)
A company incorporated under the laws of)
England and Wales, having its registered)
office at Port Sunlight Wirral, Merseyside,)
CH624ZD, United Kingdom) … Plaintiff No. 1

Hindustan Unilever Limited)
a company incorporated under the Indian)
Companies Act, 1913, having its registered)
office at Unilever House, B. D. Sawant Marg,)
Chakala, Andheri East, Mumbai - 400 099,)
Maharashtra.) … Plaintiff No. 2

Versus

Yash Lifesciences Pvt. Ltd.)
a private limited company incorporated)
under the Companies Act, 2013 having its)
registered office address at A-140 , Ground)
Floor, Industrial Park, DSIDC, Narela, Delhi,)
DELHI, Delhi, India – 110040) …Defendant No. 1

Yash Herbal International Pvt. Ltd.)

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a private limited company incorporated under)
the Companies Act, 2013 having its registered)
office address at A-140, DSIIDC, Ind. Complex,)
Narela, Delhi-40) ...Defendant No. 2

Shree Sudarshan Cosmetics, a proprietorship)
concern of Mr Rajesh Jain having their address)
at A-141, DSIIDC COMPLEX, NARELA,)
New Delhi, Delhi, 110040) ...Defendant No. 3

Rajesh Jain in his capacity as the proprietor)
of Shree Surdarshan Cosmetics and director)
of Yash Lifesciences Pvt. Ltd. having their)
address at Block-A, Plot No -141, DSIIDC,)
Industrial Area, Narela, Delhi-110040) ...Defendant No. 4

Sangeeta Jain in her capacity as the director)
of Yash Lifesciences Private Limited and)
Yash Herbal International Pvt. Ltd. having)
their address at Block-A, Plot No -141,)
DSIIDC, Industrial Area, Narela, Delhi-110040) ...Defendant No. 5

Yash Jain in his capacity as the director)
of Yash Lifesciences Private Limited and)
Yash Herbal International Pvt. Ltd. having)
their address at Block-A, Plot No -141,)
DSIIDC, Industrial Area, Narela, Delhi-110040) ...Defendant No. 6

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CONSENT TERMS BETWEEN PLAINTIFF AND THE DEFENDANTS

1. The Plaintiffs abovenamed had initially filed the present suit against the Defendant Nos. 1 to 6 (hereinafter collectively referred to as "**the Defendants**") praying *inter alia* reliefs relating to the infringement of the Plaintiffs' trademarks "FAIR & LOVELY/GLOW & LOVELY" and "VASELINE" (hereinafter referred to as "**the said trademarks**"), copyrights subsisting in the artistic packagings/trade dresses of "FAIR & LOVELY/GLOW & LOVELY" and "VASELINE" (hereinafter referred to as "**the original artistic works**") and for passing off the

goods bearing the same artistic packagings/trade dresses, i.e.,

,

, (hereinafter referred to as the "**impugned packagings/trade dresses**"), by the Defendants by use of the impugned packagings/trade dresses and for other reliefs, as more particularly mentioned in the plaint.

2. Subsequently, by an Order dated 10th March 2026, this Hon'ble Court was pleased to grant an ex parte ad-interim reliefs in terms of prayer clauses (a), (b), (c), (d), and (f) of the Interim Application

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(hereinafter referred to as "**the said Order**"). Pursuant to the said Order, the ASR appointed by the Hon'ble Court, conducted raids at the respective addresses mentioned in the cause title of the Plaint for execution of the reliefs granted.

3. However, during the pendency of the present suit, attempts were made to amicably resolve the dispute and as such the Defendants have held discussions with the Plaintiffs and agreed to settle the present dispute by executing the present Consent Terms. The parties herein acknowledge and agree that the present Consent Terms have been entered into between the Plaintiffs and the Defendants purely for the purpose of resolving the dispute raised in the present suit, without any admission of liability or guilt by the Defendants. Without prejudice to the aforesaid, the parties herein have agreed to amicably settle the present matter on the following terms and conditions:

4. The Defendants acknowledge the proprietary rights of the Plaintiff in its registered trademarks "FAIR & LOVELY/GLOW & LOVELY" and "VASELINE", as well as the copyrights subsisting therein, as used by the Plaintiffs in relation to the aforementioned goods, as more particularly mentioned in the Plaint.

5. The Defendants agree and undertake that they shall not hereinafter use the impugned packagings/trade dresses, nor shall they use any artwork(s) that is/are identical with and/or substantially similar to the Plaintiffs' original artistic works in respect of "FAIR & LOVELY/GLOW & LOVELY" and "VASELINE".

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6. The Defendants have accordingly agreed to the reliefs sough in prayer clauses (a), (b), (c), and (d), which are reproduced below:

a) *the Defendants by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's registered trade marks FAIR & LOVELY/ GLOW & LOVELY shown at Exhibit- "A-1" by using the impugned artwork shown at Exhibit- U and/or any other trade mark identical with or deceptively similar to the Plaintiff's registered trade marks FAIR & LOVELY/ GLOW & LOVELY shown at Exhibit- "A-2" all in class 03 in respect of the goods covered by the Plaintiff's aforesaid registrations and/or the like goods or in any other manner whatsoever;*

b) *the Defendants by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's registered trade mark VASELINE shown at Exhibit- "Q" by using the impugned artwork shown at Exhibit- V and/or any other trade mark identical with or deceptively similar to the Plaintiff's registered trade mark VASELINE shown at Exhibit- "Q" all in class 03 in respect of the goods covered by the Plaintiff's aforesaid registrations and/or the like goods or in any other manner whatsoever;*

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c) *the Defendant by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's copyright in the artistic work comprised in the said FAIR & LOVELY/ GLOW & LOVELY shown at Exhibit "C" hereto by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging/ artworks/ trade dresses shown at Exhibit "U" hereto and/or any other work/ packaging/ trade dress which is a reproduction of the artistic work comprised in the Plaintiff's said FAIR & LOVELY/ GLOW & LOVELY artistic packaging/ trade dress shown at Exhibit "I" hereto or substantial part thereof or in any other manner whatsoever;*

d) *the Defendant by themselves, their proprietor, partners, directors, legal heirs, servants, agents, dealers, stockists, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's copyright in the artistic work comprised in the said VASELINE shown at Exhibit "R" hereto by reproducing, printing, publishing, using and/or communicating to the public the impugned packaging/ artworks/ trade dresses shown at Exhibit "V" hereto and/or any other work/ packaging/ trade dress which is a reproduction of the artistic work comprised in the Plaintiff's said VASELINE artistic packaging/ trade dress shown at Exhibit "R" hereto or substantial part thereof or in any other manner whatsoever;*

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7. The Defendants undertake that the packagings, labels, goods, tubes, bottles, etc., bearing the impugned trademarks and packagings/trade dresses shall be destroyed/obliterated under the supervision of the Plaintiffs' representatives on the date mutually agreed between the parties, and the contents therein will be handed back to the Defendants solely for the purpose of repackaging the same under a non-infringing packagings and labels, without in any manner violating the Plaintiffs' rights.

8. The Defendants have jointly agreed to pay a total amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) as and by way of Demand Draft vide DD No. 505534 dated 02.09.2026 issued by Yash Lifesciences Pvt. Ltd. in favour of Hindustan Unilever Limited towards costs, mutually agreed upon, between the parties, and towards full and final settlement of this suit. However, it is agreed between the parties that the said amount of Rs. 2,50,000/- shall not be construed as an admission of guilt or liability by the Defendants.

9. No order to cost.

10. Refund of court fees as per rules.

11. By consent, the above Commercial IP (L) Suit 7770 OF 2026 and Interim Application (L) No. 7986 of 2026 be disposed of in accordance with law qua the Defendants.

12. Copy of the Letter of Authorization in favour of Mr. Habibur Khan is appended as **Exhibit- A** hereto. Copies of the Power of Attorney

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executed by the Defendants in favour of Mr. Yash Jain, Authorised Representative, are hereto annexed and marked as **Exhibit-B**.

Dated this 2nd day of September 2026

Habibur Khan
(Authorised Representative of the Plaintiff)

For Yash Residences Pvt. Ltd.
Mr. Yash Jain - Defendant No.6
(Authorised Representative of the Defendants)
Director

Adv. Laher Shah
Advocate for the Plaintiff.

Adv. Sagar Ashok Shahani
Advocate for the Defendants

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Various statements made in the Consent Terms are accepted as undertakings given to the Court.

8. Accordingly, Commercial Intellectual Property Rights Suit (Lodging) No.7770 of 2026 is decreed in terms of the Consent Terms.

9. Refund of Court fees as per rules.

10. As the Commercial Intellectual Property Rights Suit is disposed of, the Court Receiver stands discharged without passing accounts, subject to payment of costs, charges and expenses to be paid by the Plaintiff within two weeks from the demand being made by the Office of the Court Receiver. As the Court Receiver stands discharged, Court Receiver Report No.140 of 2026 stands disposed of.

11. In view of disposal of Commercial Intellectual Property Rights Suit (Lodging) No.7770 of 2026, nothing survives in Interim Application No.1385 of 2026 and the same is also disposed of.

[Madhav J. Jamdar, J.]

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