

# Unilever Global Ip Limited vs Rajender Prasad Bandaru on 3 October, 2023

**Author: R. I. Chagla**

**Bench: R. I. Chagla**

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

COMM. IP. SUIT (L) NO. 22654 of 2023

Unilever IP Holdings B.V. & Anr. ) ... Plaintiffs

Versus

Rajender Prasad Bandaru. ) Defendant

## CONSENT TERMS

1.

The Plaintiffs abovenamed have filed the present suit against the Defendant abovenamed praying inter alia for reliefs on infringement of their registered trade mark COMFORT and for passing off their goods viz, fabric conditioners and other such like goods, by the Defendant, for use of an identical mark COMFORT and for other reliefs as more particularly mentioned in the plaint.

2. The Defendant hereby acknowledges the proprietary rights of the Plaintiffs in their trade mark COMFORT, being used by the Plaintiffs in relation to their fabric conditioners and other such like goods as more particularly mentioned in the plaint.

3. The Defendant agrees and undertakes that he shall not hereafter use the impugned mark COMFORT or any other trade mark which is identical with and/or deceptively/substantially similar to the Plaintiff's trade mark COMFORT.

4. The Defendant accordingly submits to a Decree in favour of the Plaintiffs in terms of prayers (a) to (d) of the plaint, which reads as under:-

(a) the Defendant by themselves, their proprietor, servants, agents, stockists,

distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, distributing, marketing, selling, and/or using in any manner whatsoever in relation to their fabric conditioner and/or any other like goods, the impugned mark COMFORT or any mark identical with and/or deceptively similar to the Plaintiffs' trade mark COMFORT, so as to infringe upon the first Plaintiff's said trade mark registered under Nos. 892248, 4661775 and 4661776 and 4903967, all in class 03;

(b) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon ' bi e Court from manufacturing, distributing, marketing, selling and/or using in any manner whatsoever in relation to their fabric conditioner and/or any other like goods, the impugned mark COMFORT or any mark identical with andior deceptively similar to the Plaintiffs' distinctive and prior used trade mark COMFORT, so as to pass off their goods and business as and for those of the Plaintiffs or in some way connected or associated therewith;

(c) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be ordered to deliver up to the Plaintiffs for destruction all of the impugned goods, labels, covers, wrappers, pouches, cartons, bill books, visiting cards, pamphlets, literature, stamps, seals, printing, packing and advertising material and other things bearing the impugned mark COMFORT or any mark identical with and/or deceptively similar to the Plaintiffs' said well-known trade mark COMFORT;

(d) the Defendant by themselves, their proprietor, servants, assignees and transferees be ordered and directed to withdraw andlor not to proceed any further with the registration of the application made for registration of the impugned mark COMFORT pending under No. 5836367 in class 03 and the Defendant be further directed and ordered to withdraw all or any applicationls filed bearing the impugned mark or any mark/s identical with and/or deceptively similar to the Plaintiffs' trade mark COMFORT as aforementioned;

5. As regards prayer clause (c) above, the Defendant undertakes to destroy all the goods and/or packaging materials bearing the impugned mark COMFORT, which have been seized by the Additional Special Receiver appointed in the said matter, within a period of 4 weeks from the date of execution of the consent terms, which destruction shall be undertaken in the presence of the Plaintiffs' representative and the contents of the seized goods, viz, fabric conditioners, shall be handed over to the Defendant.

6. As regards prayer clause (d) above, the Defendant undertakes and confirms that it shall file appropriate application before the Trade Mark Registry for withdrawal of the impugned mark

COMFORT bearing application No. 5836367 in class 03. The said Defendant shall simultaneously forward copy of such letter seeking withdrawal of its application duly acknowledged by the Registrar of Trade Marks, to the Plaintiff or its Advocates.

7. The Defendant hereby agrees and undertakes that it shall not hereafter file any applications or register any mark, label, trade dress and/or artwork which is/are deceptively or substantially similar to the Plaintiff's registered trade mark and original artistic works of COMFORT.

8. The Defendant hereby agrees and undertakes that he shall not hereafter advertise, promote and/or offer for sale the impugned goods i.e fabric conditioner bearing the impugned mark COMFORT on any online website including third party website/e-commerce platforms/social media platforms etc. The Defendant further agrees to withdraw/take down all current listing from such aforementioned website/platforms, within a week from the date of execution of the consent terms.

9. As regards the Plaintiff's claim of damages mentioned in prayer clause (e) of the plaint, the Defendant hereby pays an amount of Rs. 10,000/- (Rupees Ten Thousand Only) in favour of the second Plaintiff, i.e. Hindustan Unilever Limited, vide Demand Draft No. 010346 dated 27.09.2023, drawn on HDFC Bank. The Defendant submits that the said Demand Draft issued in the favour of Plaintiff will be honored by his bankers.

10. In case the Defendant is found to violate the above terms, the Plaintiff shall remain entitled to take all such actions and seek such remedies as are permissible under applicable law.

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11. Copy of the Power of Attorney in favour of Ms. Vijayalakshmy Malkani, for the Plaintiffs is appended herewith as EXHIBIT A. Identify proof of Mr. Rajender Prasad Bandaru, the Defendant abovenamed, is appended herewith as EXHIBIT B. This day of October 2023.

Vijayalakshmy Malkani Rajender Prasad Bandaru (Constituted Attorney of the Plaintiffs)  
(Defendant) For Vinod A. Bhagat Advocates for the Plaintiffs.

EXHIBIT F

CHALLAN  
MTR Form Number-6

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| Department          | Inspector General Of Registration |         |   |
| Non-Judicial Stamps |                                   |         |   |

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virtue of a Power of Attorney granted in his favour by such Company dated 19th October 2020, a copy of which has been produced to me, the undersigned Notary.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, this twenty-sixth day of March in the ear Two thousand and twenty-one.

Phillip Anthony JOURNEAUX Notary Public of London, England SCRIVENER  
NOTARIES DE HNNA LLP Sothwe,t Houae, Ida RogentSteet St. Jan'a, London  
SWLY4LLt LsterumbioC421728 ToIeophone+44 o)20 7208 2900 APOSTILLE  
(Convention do La Haye du 5 octobre 1961)

1. Country:

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United Kingdom of Great Britain and Northern Ireland This public document La  
present acte public I El presente documento ptbiico

2. Has been signed by a étó signO par Phillip Anthony Joumeaux ha sldo firmado par

3. Acting in the capacity of agissant en qualite de Notary Public quleit aclüa en  
calldad do

4. Bears the seal I stamp of ost revétu du sceau / timbre de The Said Notary Public y  
está revestido del sello I timbre de Certified Attesté I Certificado

5. at 6. the London 29 March 2021 a/en le/eldia

7. by Her Majesty's Principal Secretary of State for par/por Foreign, Commonwealth  
and Development Affairs

8. Number APO-2303770 sous no! bajo el numero

9. Seal / stamp 10. Signature J. Alisop-Ward Sceau I timbre Signature This Apostilte  
is not to be used In the UK and only confams the authenucity of the signature, seal or  
stamp on the attached UK public document. It does not confirm the authenticity of  
the underlying docurnenl Apostilles attached to documents that have been  
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document in arty way.

II this document is to be used in a country not party to the Hague Convention of the 5th or October 1961, it should be presented to the consular section of the mission representing that country To verify this apostille go to [www.verlfyapostttitle.servlca.gov.uk](http://www.verlfyapostttitle.servlca.gov.uk) SPECIAL POWER OF ATTORNEY We, UNILEVER GLOBAL IP LIMITED, a company incorporated under the law of the United Kingdom having its registered office at Port Sunlight Wirral Merseyside CH 62 4UJ and also having office at Unilever House, 100 Victoria Embankment, London EC4Y 0DY, United Kingdom, (hereinafter referred as Unilever) do hereby constitute, appoint and retain Mr. Devopam Bajpal, and/or Mr. Amit Bhasin and/or Mr. Ashwani Tyagi and/or Ms. Shelly Kohli and/or Ms. Vijayalakshmy Malkani, adult, Indian inhabitant, all Officers/Managers of Hindustan Unilever Limited (formerly known as Hindustan Lever 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, India ( hereinafter referred as "HUL") a subsidiary of Unilever in India, as our Attorney and Agent (nAgenthr) in connection with protection of trademarks of Unilever, its subsidiaries and licensed trademarks against infringement, passing off and unfair competition on behalf of Unilever, and in this regard to act, issue legal notices, file suits, complaints, applications, petitions, appeals and sign, affirm, execute, verify documents, and appear either themselves or through pleaders (advocates), counsels on our behalf in all proceedings, oppositions, rectification, applications, renewals, or any issue arising in courts, quasi-judicial, judicial and administrative body(ies) constituted under the laws for the time being in force and for the above purpose authorize the Agent[s] to retain and remunerate advocates, attorneys, vakils and pleaders and to sign vakalatnamas and other necessary applications, documents and to appoint such retainers, agencies and authorities from time to time at pleasure to revoke.

We hereby further authorise the above named Agent(s) to act singly and each one of them to sign on our behalf to such papers and do such acts, including substitution or revocations, as may be necessary or expedient and generally to do or cause to be done all lawful acts, deeds and things necessary for or in relation to matter stated herein above 1/ and lastly we request that each one of them be recognised as our authorised agent and attorney in all the proceedings incidental thereto.

We further authorize the Agent[s] to settle, compromise any claims, complaints, suits, disputes and for that purpose sign and execute consent terms, settlement or other agreements in any suit, proceedings, complaint, applications, petitions, appeals filed by these Agent[s] in pursuance of the powers conferred herein.

GENERALLY to do whatever the Agent[s] may deem expedient or may be advised for the purpose of protecting the interest of Unilever and to execute do and perform on behalf of the Unilever all deeds, assurances, acts matters and things as fully and effectually in all respects as it itself could the said Agent in exercising the powers hereby conferred shall however confirm to all the regulations and directions for the time imposed on or given to him by Unilever.

It is expressly agreed and confirmed that this authority is restricted to the protection of all trade marks covered by Schedule of the Technology, Trade Mark License and Central Services Agreement dated 26-03-2013 including unregistered trademarks being used by HUL in India in pursuance of the said agreement dated 26-03-2013 and all subsequent addendum, written consent, any

subsequent agreement / annexures.

This authority specifically does not confer however the power to assign or to sell or to grant licences in connection with, any of the rights mentioned above.

AND Unilever hereby agrees that all acts, deeds and things lawfully done by the said Agents in relation to the matter arising out of Technology, Trade Mark License and Central Services Agreement dated 26-03-2013 and addendum thereto including any subsequent executed agreement as also otherwise all acts in good faith shall be construed as acts, deeds and things done by the Unilever and the Unilever undertakes to ratify and confirm \2- all and whatever the said Agent shaU lawfully do or cause to be done by virtue of the Power hereby given or under any previous Power issued/given by Unilever to these Agent[sj (whether jointly with some other person(s) or alone) in respect of all or any of the above;

It is expected that the Agent / Attorney shall comply with the Corporate Intellectual Property Policy and the Code of Business Principles.

This Power of Attorney (general authorisation) Is valid for a period of three years from the date of signing, rescinds, and replaces all previous authorities granted for Intellectual Property matters.

This power of authority hereby conferred shall become effective from 25th March, 2021 and continue to remain in force till 25th March 2024, unless revoked earlier and is renewable thereafter.

For and on behalf of Unilever Global IP Limited Duly Authorized Dated this 25th day of March 2021  
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f9s. r.QOOOO, 20 DEC 2010 1(140W ALL f4EN I3Y ThFSF PRFcEN that ,I-IINOUSTAN UNIT EVER LIMTTEO a Joint Stock Company ncwporared under the Indian Companies Act, VII of 1913 (hereinafter referred to as the Company') and having its Registered Office at Unilever Kouse, B. o. Sawant Marg, Oiaicala, Andheii Sast, Mumbal 400 099, doth hereby nominate conStitute appoint MS. VI3AYAXSHMY MAUCANI, and a Manager of theCompeny, to be the true and iawft4 Attorney In fact and at law of us in India for us and In our mains and on our behalf to do, execute and perform all or any of the acts, deeds, matters and things hereinafter appearing, namely:

1. 3D mrnenc,, prosecute, enforce, defend, answer, oppose or appear or appeal in aft actions and other legal and quasi judicial procteding and demend whether dvft,glmJnj, poiJtcaJ or administrative including any proceedings under any labour or Industrial or trade mark legislations In fotc from limo to Uifl end also to enforce by execution, attachment, dlstres, suit or otherwise any decree or award irs our favour and to defend or resist any Such process Issued or' used against us In any such action or plceedlng as aforesaid to retsin, employ and remunerate Advocates, Atto(ney, VakIl and Pleader and to sIgn and to give warrants, and other necessary authorities and such retainers and authorities from time to time at pleasure to revoke,

2. To sign and execute, enter into contracts, agreements, -or such other arrangements with consultants, agents, vendors or such other persons for such services as the Attorney may think necessary and proper for efficiently carrying on the business of the Company.

3. To appear on our behalf and plead, argue, and represent our Interests before any court, civil, criminal, labour or industrial empowered by law to hear any suit or proceedings of any other enquiry relating to any or the matters aforesaid.

4. To make, swear, sign, seal, execute, deliver and submit all declarations, returns, applications, bonds, affidavits, pleadings, papers, deeds, instruments and writings whatsoever, usual, necessary or expedient for or in furtherance of any of the purposes arising under or in connection with or of the Direct Tax Laws viz. Income Tax Act, 1961 and Indirect Tax Laws viz. Customs Act, 1962. Goods and Service Tax law and any other local/State indirect Taxes, the Central Excise and Salt Act 1944, erstwhile repealed Companies Act, 1956, Companies Act, 2013, Sick Industrial Companies (Special Provisions) Act, 1985, the Factories Act, 1948, the Drugs and Cosmetics Act, 1940, local Shops and Establishments Act, Trade Marks Act 1999, The Copyright Act 1957, The Patents Act 1970, the Industries (Development and Regulations) Act, 1951, the Consumer Protection Act, 1986, the Legal Metrology Act, 2009, the Competition Act, 2002, the Food Safety and Standards Act, 2006, as amended from time to time and all the Rules and regulations made thereunder and all other laws of the Central/ State Government relating to employment of workmen, pollution control, excise, customs, transport by rail, land, sea or air, which are now in force or may hereafter come into force within India or any part thereof.

5. To accept all notices, summons and papers whatsoever addressed to- or served on the Company by any Direct Tax Laws viz. Income Tax Act, 1961 and Indirect Tax Laws viz.

Customs Act, 1952, Goods and Service Tax Laws and any other Local/State Indirect Taxes authorities and/or Court within the said territory in relation to all or any matters arising under or in connection with laws relating to Direct/Indirect Tax which are now or may hereafter be in force or under any other law in force within the said territory,

6. To sue, settle, compromise or submit to arbitration any accounts, debts, claims, demands or disputes touching any of the matters as aforesaid, to ask, demand, sue for, enforce payment and take possession or deliver all and recover and receive and give effectual receipts and discharge for all or any of the assets of the Company including debts, moneys, securities for money, debts, goods, merchandise, chattels, personal estates of or to which the Company is now or hereafter may become entitled or which are or may become due owing payable or transferable to or enforceable by the Company from any person, company, corporation; Governmental authority or Court within the said territory.



7. I represent the Company before Government -- Central or State, Direct and Indirect Tax authorities, including but not limited to Income Tax, Customs, Exchange, Import and Export Control, Food and Drug administration, Licensing-Municipal, Local or any other public body, authority(ies), officer or officers or any state or public institution. Institutions or banks and before all Courts of law, or tribunals for any purposes connected with or relating to the business affairs, at, operation or Property of the Company AND to make and, sign all reference, applications, appeals, reference, petitions or other representations on behalf of the Company to the Government or any of the aforesaid authorities, officers, institutions or banks.

8. appoint one or more Substitute or substitutes (from time to time to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time.

9. AND GENERALLY to act in relation to the premises and on our behalf to execute-do and perform all deeds, assurances, acts, matters, and things as fully and effectually in all respects as we could do if personally present.

AND we do hereby ratify and confirm and for ourselves, our successors and assigns covenant to 'ratify and confirm all and whatsoever the said Attorney' shall lawfully do or cause to be done in or about the premises by virtue of these presents including in such confirmation whatsoever shall be done between the time of the revocation, by means of this Power of Attorney and at the time of such revocation becoming known to the said Attorney;

and we do hereby expressly declare that these presents and the powers and authorities hereby conferred are in addition to and not by way of limitation of or substitution for any former or other Power or Powers of Attorney heretofore given or delegated by us (whether jointly with some other person or person or alone) and now existing uncanceled whether to the Said Attorney or to any person or persons in India. and that these presents are not intended to and shall not revoke or limit in any other Power or Powers of Attorney;

AND we do hereby further declare that the act of our or any other person on our behalf at any time or times hereafter performing or doing all or any of the aforesaid deeds, matters or things hereinbefore mentioned shall not be deemed to revoke, cancel or otherwise prejudice any of the powers or authorities conferred by these presents.

ESS' WHEREOF we have caused our Common Seal to be hereunto affixed at Mumbai on 14th day of February, 2019.

THE COMMON SEAL of the abovementioned HINDUSTAN UNILEVER LIMITED was affixed pursuant to a resolution of the Committee of the Board of Directors passed in that behalf on 4th day of February, 2019 affixed in the presence of FOR AND ON BEHALF OF HINDUSTAN UNILEVER LIMITED Name:                      H.K. Name:                     

Position: ' Director

Position: Secretary

BEFORE

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EXHIBIT-B

IN THE HIGH COURT OF JUDICATURE AT  
BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
COMM. IP SUIT (L) NO. 226540F 2023  
SUIT FOR INFRINGEMENT OF TRADE MARK  
AND FOR PASSING OFF

Unilever IP Holdings B.V. & Anr.  
)... Plaintiffs

V/s.

Rajender Prasad Bandaru  
)... Defendant

CONSENT TERMS

Dated this 3<sup>rd</sup> day of October 2023

Vinod A. Bhagat  
Advocates for the Plaintiff  
C/o. Arjun T. Bhagat & Co.  
132/1, Shaheen Apartments,  
Mody Street, Fort,  
Mumbai --400 001.  
Tel: (9 1-22) 22696729/22693717/18  
Email: Iegalatbhagatandco.com  
Enrollment No. MAH/1403/1990