(2026) 07 CAL CK 0121

In the Calcutta High Court, Original Side

Case No : CS/96/2008

Hindustan Unilever Limited — APPELLANT

Vs

Anchor Health and Beauty Care Private Ltd. — RESPONDENT

Date of Decision : 20-07-2026

Acts Referred:

Citation : (2026) 07 CAL CK 0121

Hon'ble Judges : Ananya Bandyopadhyay, J.

Bench : Single Bench

Advocate : For the Plaintiff: Mr. Soumitra Datta, Mr. M. Prasad Das; For the Respondent: Mr. Kavach Kashyap, Mr. Rahul Sharma

Final Decision : Disposed of

Judgement

1. The present suit has been instituted by the plaintiff seeking, inter alia, a decree of perpetual injunction restraining the defendant, whether acting by itself or through its servants, agents, distributors, franchisees, dealers, advertisers, stockists, representatives, successors-in-interest or any person acting at its instance, from publishing, telecasting, exhibiting or disseminating the impugned television commercials, internet advertisements and hoardings complained of in the plaint. The plaintiff has further sought restraint against publication of advertisements or publicity material containing the representation that the defendant's product is the "first and only (Sirf)" toothpaste possessing the three stated ingredients, namely Triclosan, Fluoride and Calcium, or claiming to be India's "First All-Round Protection Toothpaste", together with consequential reliefs comprising mandatory injunction directing destruction of the offending advertising material, enquiry into damages, attachment, receiver and other incidental reliefs.

2. The plaint discloses that the controversy arose from an advertising campaign launched by the defendant which, according to the plaintiff, constituted comparative advertising traversing beyond the permissible limits recognised by law and entering the realm of commercial disparagement. The grievance of the

plaintiff centred upon the assertion that the impugned advertisements and hoardings portrayed the plaintiff's well-known "Pepsodent" toothpaste in a manner capable of impairing its commercial reputation while simultaneously projecting the defendant's competing product through claims of exclusivity and superiority. Such representation, according to the plaintiff, constituted a continuing invasion of its proprietary and commercial rights, thereby inviting intervention of this Court in exercise of its equitable jurisdiction.

3. During the pendency of the suit, the plaintiff took out G.A. No. 1594 of 2008 seeking interlocutory protection. Upon consideration of the rival submissions, this Court, on 15th May, 2008, recorded the statement made on behalf of the defendant that it would refrain, for the time being, from employing the expression "first and only (Sirf)" in the impugned television advertisement forming part of Annexure "C" to the plaint. The defendant further represented that no fresh hoardings corresponding to Annexure "B" would be erected and that necessary steps would be taken for removal of the offending publicity material wherever practicable. Liberty was reserved to the defendant to contest the maintainability of the suit and all other questions on merits.

4. Thereafter, by order dated 26th August, 2010, the interim arrangement was affirmed and the injunction stood confirmed, restraining the defendant from employing the expression "first and only (Sirf)" in the impugned advertisements and from displaying fresh hoardings of the nature complained of in the plaint. The said protection was also directed to govern advertisements disseminated through web-based platforms.

5. The record presently reveals that, after prolonged pendency of the litigation, the parties entered into negotiations with a view to bringing the commercial dispute to a close. Such negotiations culminated in comprehensive Terms of Settlement executed voluntarily by both parties. The settlement has been presented before this Court with a joint prayer that the same be accepted and a decree be drawn in accordance therewith.

6. The Terms of Settlement reveal that the parties have consciously resolved every aspect of the controversy. The defendant has undertaken that it shall refrain from telecasting or publishing, in any form of media, the impugned advertisements containing the representation "first and only (Sirf)" as embodied in Annexures "C" and "D" to the plaint or any advertisement incorporating a substantially similar representation. For the purpose of certainty and future identification, copies of the impugned television storyboards have been incorporated into the settlement as Annexures "X" and "Y".

7. The defendant has further undertaken that it shall abstain from publishing the impugned hoarding forming Annexure "B" to the plaint or any substantially similar hoarding conveying the same commercial representation. A copy of the said hoarding has been appended to the Terms of Settlement as Annexure "Z".

8. The settlement further records the defendant's covenant that it shall refrain

from releasing any advertisement employing the expression "first and only (Sirf)", being the subject matter of the present litigation, or any comparable representation having the effect of disparaging the plaintiff, its brands or its products.

9. The parties have jointly agreed that the Terms of Settlement shall be placed on record in the suit and shall constitute an integral part of the decree to be passed by this Court.

10. The Court has carefully examined the Terms of Settlement.

11. A lawful compromise entered into voluntarily by parties fully competent to contract deserves judicial recognition. The jurisdiction exercised by the Court while recording such compromise extends beyond mere ministerial acceptance. The Court is required to satisfy itself that the settlement has emerged from the free volition of the parties, that its terms do not offend any statutory prohibition or settled principle of public policy, and that enforcement of the compromise would advance the administration of justice rather than impede it.

12. The present settlement satisfies each of these requirements.

13. The litigation concerns competing commercial entities asserting rival claims arising from comparative advertising. The settlement neither affects rights vested in third parties nor seeks to circumvent any statutory mandate. On the contrary, it preserves commercial discipline by defining the permissible limits of future advertising and secures lasting quietus to a controversy that has remained pending before this Court for a considerable period.

14. The defendant has consciously accepted continuing obligations governing its future advertising campaigns. Such obligations substantially address the concerns articulated in the plaint and also reflect adherence to the interim arrangements earlier operating between the parties. The plaintiff, upon securing these assurances, has agreed to bring the litigation to its logical conclusion without insisting upon adjudication of the remaining issues.

15. The compromise therefore bears every attribute of a lawful settlement capable of receiving the imprimatur of the Court.

16. Accordingly, the Terms of Settlement filed by the parties are accepted and shall form an inseparable part of this decree.

17. There shall be a decree in favour of the plaintiff in terms of the said compromise.

18. The defendant, whether acting by itself or through its directors, officers, servants, agents, distributors, dealers, franchisees, marketers, advertisers, representatives, stockists, successors-in-business or any other person acting under its authority or for its benefit, shall remain bound by every covenant embodied in the Terms of Settlement.

19. The defendant shall refrain from telecasting, publishing, circulating, displaying or otherwise disseminating the advertisements identified in Annexures "C" and "D" to the plaint or any advertisement containing the representation "first and only (Sirf)" or any substantially similar representation forming the subject matter of the present suit.

20. The defendant shall further refrain from displaying or publishing the impugned hoarding identified as Annexure "B" to the plaint or any substantially similar hoarding or publicity material.

21. The defendant shall also refrain from releasing any advertisement, whether through print, electronic, digital, outdoor or any other medium, employing the expression "first and only (Sirf)" or any analogous commercial claim having the tendency to disparage the plaintiff, its products or its brands in relation to the controversy forming the subject matter of the present proceedings.

22. The Terms of Settlement shall remain binding upon the parties, their successors, assigns and every person claiming through or under them.

23. The suit accordingly stands decreed in terms of the Terms of Settlement.

24. The interlocutory orders passed during the pendency of the proceedings shall merge with the present decree.

25. In the facts and circumstances of the case, there shall be no order as to costs.

26. Let a decree be drawn up in accordance with the Terms of Settlement, which shall form an integral and operative part of the decree. The Registry shall preserve the Terms of Settlement along with Annexures "X", "Y" and "Z" as part of the permanent records of the suit.

27. All pending applications, if any, stand disposed of consequent upon the decree passed herein.

28. Photostat certified copy of this order, if applied for, be given to the parties on priority basis on compliance of all formalities.