

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

COMM. IP. SUIT NO. 453 of 2021

CEAT Limited	)		Plaintiff
Vs			
Faizan Siddiqui	)		Defendant

CONSENT TERMS

1. The Plaintiff abovenamed have filed the present suit against the Defendant abovenamed praying inter alia for reliefs relating to infringement of its registered trade mark CEAT, copyright in the original artistic work depicted thereon and for passing off the goods, viz. tyres, tyre tubes and other like goods used in the automobile industry by the Defendant, by use of the impugned mark GIET depicted under a pirated artwork and trade dress and for other reliefs, as more particularly mentioned in the plaint.



2. The Defendant hereby acknowledges the proprietary rights of the Plaintiff in its trade mark CEAT and the original artistic work depicted on its label, which is being used by the Plaintiff in relation to its goods and as more particularly mentioned in the plaint.

3. The Defendant has discontinued using the impugned mark and impugned artwork upon execution of the commission by the Court Receiver, through the Additional Special Receiver, on 03.04.2021, and agrees and undertakes that he shall continue to not use the impugned mark GIET depicted under pirated artwork being deceptively similar to the Plaintiff's trade mark CEAT and substantially similar to the original artistic work depicted on the Plaintiff's CEAT label, nor shall he use any other mark or artwork which is identical with and/or is deceptively/substantially similar to the Plaintiff's aforementioned registered trade mark and copyright in the original artistic work thereof.

4. The Defendant accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a), (b), (c), and (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, marketing, distributing, packaging, selling, importing, exporting or using in relation to their product including tyre, tyre tubes and other like goods used in the automobile industry and/or using on their signage/hoardings and advertisement or in any manner whatsoever, the impugned mark GIET or any mark identical with and/or deceptively similar to the Plaintiff's trade mark CEAT, so as to infringe upon the Plaintiff's aforesaid trade mark CEAT registered under Nos. 204251, 466079, 605276, 4270896, 4270895 and 4400622, all in class 12; Nos. 2818907, 2818909, 2124654, 2124656, 2124658, 2124660, 2124662, 2124664, all in class 35; Nos. 2124665, 2124663, 2124659, 2124661 all in class 37;

(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'ble Court from manufacturing, marketing, distributing, packaging, selling, importing, exporting or using in relation to their product including tyres, tyre

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tubes and other like goods used in the automobile industry and/or using on their signage/hoardings and advertisement or in any manner whatsoever, their tyres, tyre tubes and other like goods used in the automobile industry and/or using in any manner whatsoever including use of GIET stylized label in relation to hoarding/signage/advertising banner/labeling, the impugned pirated artworks of GIET (appended at Exhibits T and U to the plaint) or any other artworks which is/are identical with and/or is/are substantially/strikingly similar to the Plaintiff's original artistic works of CEAT (appended at Exhibits I. and H to the plaint), so as to infringe upon the Plaintiff's copyright registered under Nos. A- 124642/2018 dated 10.04.2018 and A-89640/2011 dated 10.01.2011 respectively;

- (c) 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, marketing, distributing, packaging, selling, importing, exporting or using in relation to their product including tyres, tyre tubes and other like goods used in the automobile industry and/or using on their signage/hoardings and advertisement or in any manner whatsoever, the impugned mark and the impugned trade dress or any mark or trade dress identical

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with and/or deceptively similar to the Plaintiff's distinctive and prior used trade mark and trade dress of CEAT, so as to pass off their goods and business for those of the Plaintiff or in some way connected or therewith;

(d) the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with Defendant in their business be ordered to deliver up to the Plaintiff for destruction all of the Defendant's goods, including tyres, tyre tubes, stickers, labels, written catalogues and materials, blocks, moulds, dyes, packing materials, stationary, advertisement and packaging material, literature, hoarding/ signage/ advertising banner/ labeling and other goods bearing the impugned mark GIET and impugned mark GIET' under pirated artworks as complained off;

5. As regards prayer clause (d), the Defendant undertakes to destroy all the goods including stickers, labels, written catalogues and materials, blocks, moulds, dyes, packing materials, stationery, advertisement and packaging material, literature, hoarding/signage/advertising banner/labelling bearing the impugned mark and the pirated artwork of GIET. Further, as regards with the tyres and tyre tubes bearing the impugned mark and pirated artwork of GIET, the Defendant hereby agrees and

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undertakes to deface such goods so as to remove the impugned mark and artwork therefrom. Such defaced goods bearing no visible representation of the impugned mark and artwork thereon would then be returned to the Defendant for future use. Such aforementioned destruction and defacing of the impugned goods, which have been seized and sealed at the Defendant's premises by the Court Receiver, through the Additional Special Receiver appointed in the said matter, be carried out within a period of 2 weeks from the date of execution of consent terms, which shall be undertaken by the Defendant in the presence of the Plaintiff's representative.

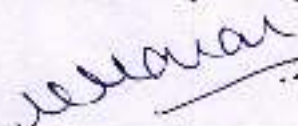
6. As regards the Plaintiff's claim of damages mentioned in prayer clause (c) of the plaint, the Defendant hereby pays an amount of Rs. 1,00,000/- (Rupees One Lakh Only) vide Demand Draft No. 017721 dated 02.09.2023 drawn on HDFC Bank, Dadar West - Ranade Road, Mumbai-400028 as and by way of token damages and costs, which amount the Plaintiff agrees shall be donated as charity in favour of Society for Rehabilitation of Crippled Children. The Defendant Submits that the said Demand Draft issued in favour of Society for Rehabilitation of Crippled Children will be honored by their bankers.



7. Incase 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.

8. Copy of the Power of Attorney in favour of Meena Marar, being the Constituted Attorney of the Plaintiff and copy of the identity proof viz. Aadhar Card, of Mr. Faizan Siddiqui, the Defendant abovenamed, are appended herewith as **ANNEXURES A and B** respectively.

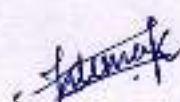
Dated this 4th day of September 2023.



Meena Marar
(Constituted Attorney
of the Plaintiff)



Faizan Siddiqui
(Defendant)



For Vinod A. Bhagat
Advocates for the Plaintiff.



For Crawford Bayley & Co.
Advocate for the Defendant



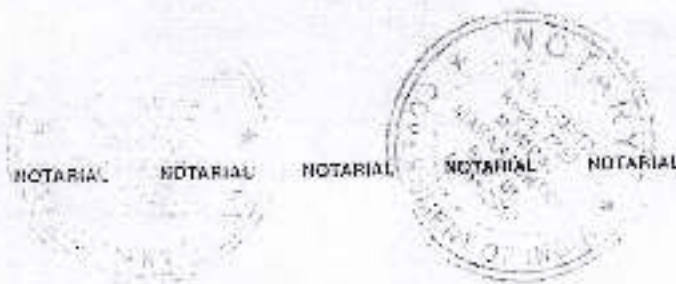
ANNEXURE-A



महाराष्ट्र MAHARASHTRA

2022

BN 34273



प्रधान न्यायिक अधिकारी, मुंबई
व.स.स. 2000000
28 APR 2022
सक्षम अधिकारी

श्री दि. क. गवई

TO ALL TO WHOM THESE PRESENTS SHALL COME, CEAT LIMITED a Company incorporated under the Companies Act, 1956 and having its Registered Office at 463, Dr. Annie Besant Road, Mumbai 400 030 (hereinafter called 'the Company') SEND GREETINGS;

WHEREAS the Company is desirous of appointing MS. MEENA MARAR at present Senior Manager - Legal of the Company to be its Attorney for the purposes hereinafter mentioned.



NOW KNOW YE AND THESE PRESENTS WITNESS that the Company doth hereby nominate, constitute and appoint MS. MEENA MARAR (hereinafter called 'the Attorney') to be the true and lawful Attorney of the Company for and on behalf and in the name of the Company to do, execute and perform all or any of the acts, deeds, matters and things hereinafter mentioned, THAT IS TO SAY:-

1. To transact, carry on do and perform business matters and things requisite and necessary or in any manner connected with or having reference to the Legal Department of the Company and for such purpose to make and enter into any contracts or engagements on behalf of the Company and to take necessary measures to enforce the fulfilment of the contracts and engagements.
2. To sign, seal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, present for registration, complete record and prefer all deeds, assurances and instruments whatsoever usual, necessary or expedient, including, but without prejudice to this contracts, conveyances, leases, mortgages, transfers, assignments, surrenders, re-conveyances, re-assignments, releases, agreements, pleadings, affidavits, declarations, appeals, petitions, writ petition, including Special Leave Petitions, guarantees, indemnities and undertakings.
3. To apply for registration of Trademarks, Copyright, Patents and Design and renewal thereof; to file opposition; to apply for the cancellation/revocation of Trademarks, Copyright Patents and Designs, anywhere in the world; to file appeals or such other proceedings before the appropriate authorities in relation to the application for registration of Trademarks, Copyright, Patents and Design and to enter into consent and compromise.
4. To commence, prosecute, enforce, defend, answer, adjust, compromise, settle and oppose or appear or appeal in all actions and other legal proceedings relating to trademarks, copyrights, trade names, patent or any other intellectual property issues by or against the Company anywhere in the world and to appear before the Supreme Court, High Court, Tribunal, Court, Magistrate, Registrar of Trade Marks or Patent Authorities and thereupon to make applications and petitions and to answer defend, and plead to all matters and things touching and concerning either solely or jointly with another or others and in any capacity whatsoever and to do, execute and perform such acts, deeds, documents, matters and things as shall be requisite or expedient according to law and in the interest of the Company.

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5. To ask for, demand, sue for, enforce payment of, recover and receive all claims, debts, moneys, refunds or other assets now due owing or payable to the Company or henceforth become, owing or payable to the Company and to give effectual receipts and discharges for the same.
 6. To commence, prosecute, enforce, defend, adjust, compromise and settle, oppose and appear in all actions, claims, cases suits, writs, arbitration proceedings and legal proceedings before the Supreme Court, High Court, civil and/or criminal including under Section 138 of Negotiable Instruments Act, 1881, proceedings under Legal Metrology Act, Competition Act, Labour Law/Industrial Law, Insolvency Proceedings and liquidation proceedings already filed or taken by or taken against the Company or that may hereafter be filed or taken by or against the Company and to challenge the complaints and notices issued under the provisions of the Consumer Protection Act, 1986 and the Rules made thereunder, and to defend and oppose all the cases already filed or hereafter may be filed before the Consumer Disputes Redressal Forum (i.e. District Forum), Consumer Disputes Redressal Commission (i.e. State Commission), and National Consumer Disputes Redressal Commission and to file and prosecute or defend and oppose, as the case may be, all appeals, revisions and reviews by or against the Company.
 7. To accept service of notices, Writ of Summons or other legal process and to appear for and represent the Company before the Consumer Disputes Redressal Forum, Consumer Disputes Redressal Commission and National Consumer Disputes Redressal Commission, Competition Commission or cases before any Judge, Magistrate, Revenue Authorities, Local Bodies or other officer before whom the proceedings are taken and in any appeals, revisions and reviews that may be preferred from the Judgement/Order of any of the said Consumer Forum, Courts or Judge, Magistrate or other Officers, as the Attorney shall be deem fit and proper.
 8. To file, institute, present, prosecute, defend, oppose, appear, verify, conduct or appeal compromise, settle proceedings, refer to arbitration, abandon, submit to judgement, proceed to judgement and execution or become non-suited in any legal proceedings and demands (including trademarks, trade names, trade property and passing off actions and revenue proceedings) and to accept service of notices or processes and to give security or indemnities for costs to pay money into court and to obtain payment of money lodged in court.
 9. To sign, seal, swear, affirm, declare, deliver, execute, make, enter into, acknowledge, plaints, written statements, pleadings, affidavits, declarations,

appeals, petitions, writ petition, including Special Leave Petitions, guarantees, indemnities and undertakings.

10. To present, support or oppose any petition for insolvency or bankruptcy, to concur in or dissent from any composition or arrangement, to make and file proofs of claims and generally to act in any liquidation, bankruptcy or insolvency proceedings.
11. To depose, make statements, file affidavits on behalf of the Company before any court, judicial or quasi-judicial authority(ies).
12. To apply and procure copies/certified copies of documents, papers, orders and to carry out inspections of records of any Court, judicial or quasi-judicial authority(ies).
13. For all or any of the purposes aforesaid to make, swear, affirm, execute, declare and file any representations, complaints, written statements, affidavits, counterclaims, declarations, Forms, refund applications, petitions, applications, memoranda of appeal, cross-objections and all other pleadings, instruments and writings whatsoever.
14. To retain, employ and remunerate advocates attorneys, vakils and pleaders and to sign and give warrants, vakalatnama(s) and other necessary authorities from time to time and at the pleasure to revoke the same and to appoint any other or others in place of such Advocates as the Attorney shall from time to time think fit.

AND GENERALLY to act for the Company and to do and perform all such acts, deeds, matters and things and to take all such steps whatsoever as may be requisite or desirable to be done in relation to the aforesaid as fully and effectually in all respects as the Company could do.

AND THE COMPANY hereby agrees at all times to ratify and confirm all and whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents.

This Power of Attorney shall be valid notwithstanding any change in the designation of the Attorney, unless the same is withdrawn by another resolution passed by the Company with or without physically cancelling the Power of Attorney

IN WITNESS WHEREOF the Company has caused its Common Seal to be hereunto affixed at Mumbai this 10th day of May, Two Thousand Twenty Two.

THE COMMON SEAL OF CEAT LIMITED)
and the signature of the authorised signatory)
is hereunto affixed pursuant to the Resolution)
passed by the Finance and Banking Committee)
of the Board of Directors at its meeting held on)
the 10th May, 2022 in the presence of -)

Before me,



BEFORE ME
R. V. KUMAR
NOTARY PUBLIC
ADVOCATE AND SPOKESMAN
FOR THE BAR
MUMBAI
NOTARY PUBLIC
MUMBAI

NOTED & REGISTERED
Sl. No. 1789 Page No. 337
Date 12/05/2022

FOR CEAT LIMITED
Vandana
Company Secretary

Dated the _____ day of _____, 2022

CEAT LIMITED

TO

MS. MEENA MARAR

POWER OF ATTORNEY



भारत सरकार
Government of India

आधार

फैज़ान सिद्दीकी
Faizan Siddiqui
जन्म तिथि / DOB : 02/02/1999
पुरुष / Male

Issue Date : 08/09/2013

3807 4240 4844

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

आधार

पता: S/O: फखरुल हसन सिद्दीकी, सुबेहा,
हवेली, सुबेहा, बारा बंकी, उत्तर प्रदेश,
227302

Print Date : 23/05/2023

Address: S/O: Fakhrul Hasan Siddiqui,
SUBEHA, HAVELI, Subeha, Bara Banki,
Uttar Pradesh, 227302

3807 4240 4844

1947 help@uidai.gov.in www.uidai.gov.in

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ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMM. IP SUIT NO. 453 OF 2021

CEAT Limited

)... Plaintiff

V/s

Faizan Siddiqui

)... Defendant

CONSENT TERMS

Dated this 4th day of September 2023

VINOD A. BHAGAT
Advocates for the Plaintiff
C/o. Arjun T. Bhagat & Co.
132/1, Shaheen Apartments,
1st & 4 floors, Mody Street,
Fort, Mumbai - 400 001.
Ph. No.: +91 9820039447.