

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

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT NO. 12 OF 2022

Sukhdev Narayanlal Gehlot & Ors. ... Plaintiff

Versus

Vimal Kumar Bhavarlal & Ors. ... Defendant

Index

Sr. No.	EXH	Particulars	Page No.
1.		Index	1
2.		Consent Terms	2-10
3.	A	Photocopy of the Power of Attorney on behalf of Plaintiff in favour of Mr.Awanish Bhardwaj .	11-13
4.	A-1	Photocopy of the Board Resolution on behalf of Plaintiff in favour of Mr.Awanish Bhardwaj .	14-15
5.	B	Photocopy of Adhar Card of Mr. Vimal Kumar Bhavarlal.	16
6.	B-1	Photocopy of Adhar Card of Mr. Bishal Kumar Sinha.	17-18
7.		Docket	19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO. 12 OF 2022

1. Sukhdev Narayanlal Gehlot)
Adult, Indian Inhabitant, Occ: Business,)
having its address at Shop No.15,)
Ground Floor, R.L.A. Tower, Tank Road)
Bhandup (West), Mumbai 400 078)
And also having its address at)
S-1 and S-2,)
Talkshshila Parisar, Near Rajendra)
Nagar Police Station, A.B. Road)
Indore, Madhya Pradesh - 452 012)
Through his Power of Attorney Holder)
Mr.Awnish Bhardwaj)

2. Velnik India Limited (formerly
known as Velnik India Private Limited)
having its address at E-10,)
Krishi Mandi, Sojat City, Indore)
Dist- Pali, Rajasthan)
Through his Authorised Representative)
Mr.Awnish Bhardwaj)...Plaintiffs

Bishal Kumar Saks

[Signature] 

[Signature]

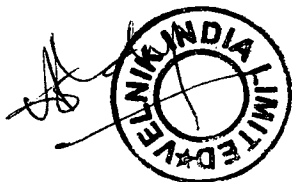
Versus

1. Vimal Kumar Bhavarlal	)
Proprietor of M/s.VIMAL AGENCIES,	)
having its registered office	)
At- Khasra No. 245, Bera Imartiya	)
Kachha Marg, Sardarpura, Sojat City, Pali	)
Rajasthan - 306104	)
 2. Bishal Kumar Sinha	)
Trading as Rohit Cosmeetic Products	)
Having its address at: Sutahat	)
P.O. Buxibazar, P.S. Dargha Bazar	)
Cuttack 753001, Odisha, India	)
	...Defendants

CONSENT TERMS

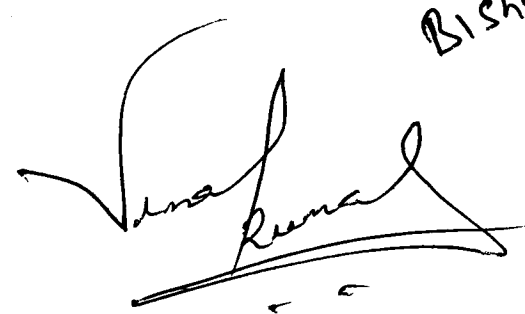
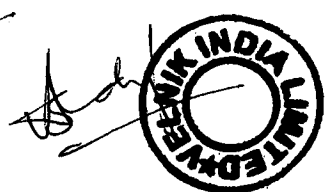
Plaintiffs and Defendants have amicably settled the dispute in the above suit and have arrived at the following terms:

1. By consent of parties, Leave under clause XIV of the Letters Patent being Leave Petition (L) No. 17729 of 2021 be allowed.



Bishal Kumar Sinha

2. Defendants acknowledge and admit the ownership and rights of the Plaintiffs in the Plaintiffs' registered copyright bearing Registration No. A-115535/2016 and A-120453/2017 in respect of artistic work titled as "KAVERI" and further undertake not to dispute the Plaintiffs' rights in future.
3. Defendants acknowledge and admit the ownership and rights of the Plaintiffs' in the registered trade marks comprising of the word "KAVERI" bearing application nos. 1636298, 2131599, 2131600, 3007286, 2987621, 3309526, 3395532 and 3004787 and further undertake not to dispute the Plaintiffs' rights in future.
4. Defendants submit and acknowledge all the claims made by Plaintiffs in the Plaint and have accordingly agreed to suffer a decree on admission in terms of prayer clauses (a), (b) (c) and (d) of the Plaint. Defendants specifically submit to the following decree:
 - a. that the Defendants by themselves, through their agents, servants, stockists, dealers and /or distributors, exporters, assignees or any other person claiming through the Defendants be

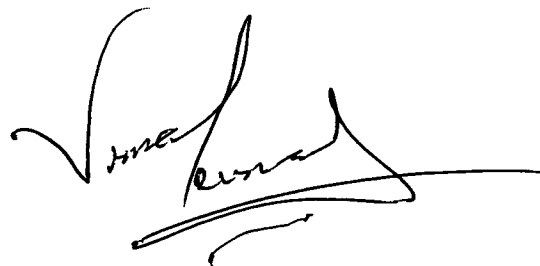
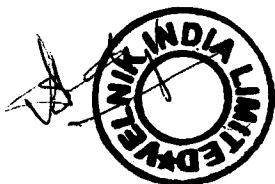
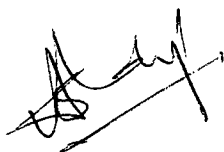


Bishal Kumar
Sinha

restrained by order and decree of permanent injunction of this Hon'ble Court from infringing the Plaintiffs registered Copyright in artistic work titled as "KAVERI" and as shown in Exhibits 'E' and 'E-1 ',by using the impugned artwork as shown in Exhibit 'L' hereto and/or same and/or similar artwork, so as to infringe the copyright of the Plaintiff in any manner whatsoever;

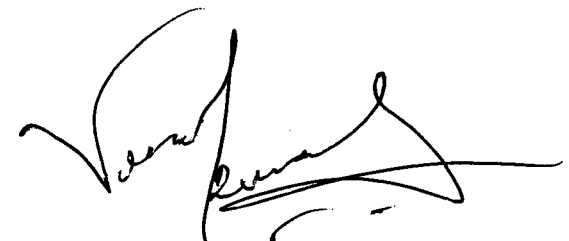
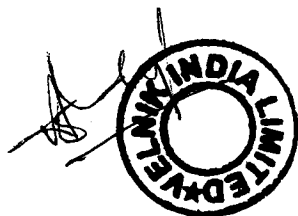
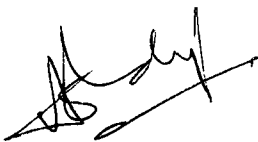
(b) that the Defendants by themselves, through their agents, servants, stockists, dealers and /or distributors, exporters, assignees or any other person claiming through the Defendants or otherwise howsoever, be restrained by order and decree of permanent injunction of this Hon'ble Court from infringing the Plaintiff No.1's registered trade mark bearing registration no. 2131600 in class 3 as shown in Exhibit 'G' hereto, by using the impugned packaging as shown in Exhibit 'L-1' hereto and/or deceptively similar trade mark, so as to infringe the registered trademark of the Plaintiff being Exhibit 'G' hereto, in any manner whatsoever;

Bishal Kumar Saha



(c) that the Defendants by themselves, through their agents, servants, stockists, dealers and /or distributors, exporters, assignees or any other person claiming through the Defendants or otherwise howsoever, be restrained by order and decree of permanent injunction of this Hon'ble Court from infringing the Plaintiffs registered trade marks as shown in Exhibit 'F', 'G', 'H' to 'H-5' hereto, by using the impugned trade mark "KADAMVERI" as shown in Exhibit 'L' and 'L-1' hereto and/or any other deceptively similar trade mark, so as to infringe the registered trademarks of the Plaintiff No.1 being Exhibit 'F', 'G', 'H' to 'H-5' hereto, in any manner whatsoever.

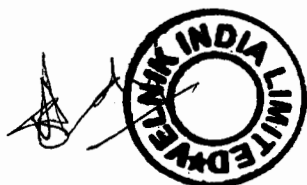
(d) that the Defendants by themselves, through their agents, servants, stockists, dealers and /or distributors, exporters, assignees or any other person claiming through the Defendants or otherwise howsoever, be restrained by perpetual order and decree of permanent injunction of this Hon'ble Court of this Hon'ble Court from manufacturing and/or trading and/or otherwise dealing in the products bearing the impugned trade mark 'KADAMVERI' and/or impugned



Rishal Kumar Singh

artwork and/or impugned packaging shown in Exhibit 'L' and 'L-1' hereto and/or any other trade mark/ artwork/ packaging, deceptively similar to the Plaintiffs well-known trade mark "KAVERI" and artistic work and packaging shown in Exhibit 'K' and 'K1' hereto so as to pass off or enable others to pass off the Defendants goods as and for that of the Plaintiffs goods or in any other manner whatsoever;

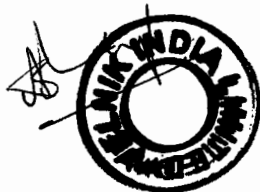
5. As regards prayer clause (f) of the Plaint pertaining to deliver up for destruction of the impugned goods, Defendants undertake that the Defendants shall destroy the impugned goods that are in possession of Ld. Court Receiver within a period of 30 days from the date of execution of consent terms in presence of Plaintiffs' representative/s.
6. In view of the aforesaid understanding between the parties, Plaintiffs do not press for any reliefs as prayed in prayer clause (e) of the Plaint.
7. Defendants hereby undertakes that Defendants shall file appropriate application for withdrawal of the impugned trade mark "KADAMVERI" bearing application no. 4239986 in Class 3 with the Trade



Bishal Kumar Singh

Marks Registry and shall furnish proof of withdrawal of the trade mark to the Plaintiffs within a period of 7 days.

8. Defendants admit that Defendants have understood the contents of the Consent Terms through their Advocates. Defendants further state that after understanding of each and every clause / covenant / undertaking Defendants have signed and executed this Consent Terms.
9. Parties further agree and undertake that the present Consent Terms are binding on them, their associates, affiliates, assignees, partners and successors in interest or title as the case may be or any individual or entity acting under or in concern with it.
10. All the signatories to this Consent Terms state that they have the authority to settle this suit amicably on behalf of the parties to the suit. Their respective authorities are annexed to the Consent Terms.
11. On behalf of Plaintiff, the Consent Terms are signed by one Mr. Awnish Bhardwaj , Constituted Attorney of the Plaintiff No.1 & 2 and on behalf of Defendants one **Vimal Kumar Bhavarlal**, the Proprietor of



Vimal Kumar Bhavarlal

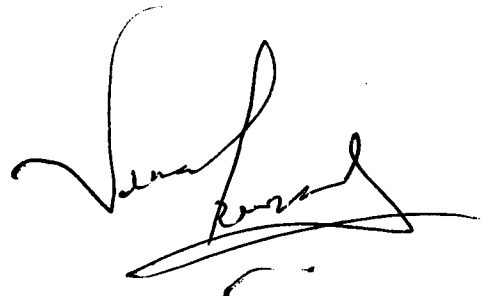
M/s.VIMAL AGENCIES alongwith **Bishal Kumar Sinha the Defendant No.2** , have signed the Consent Terms. Hereto annexed and marked as Annexure "A" is a photocopy of the Power of Attorney on behalf of Plaintiff and Annexure "A-1" is a photocopy of the Board Resolution on behalf of Plaintiff in favour of Mr. Awnish Bhardwaj to sign the Consent Terms on behalf of Plaintiffs. Hereto annexed and marked as Annexure "B" is a photocopy of Adhar Card of one **Vimal Kumar Bhavarlal**, the Proprietor of M/s.VIMAL AGENCIES whereas hereto annexed and marked as Annexure "B1" is a photocopy of Adhar Card of one **Bishal Kumar Sinha**, the Proprietor of Trading as Rohit Cosmeetic Products signing the Consent Terms.

Dated this 26 day of July 2023)

Place :- Mumbai)



Sukhdev Narayanlal Gehlot
(Plaintiff No. 1) Through his
Power of Attorney Holder.



Bishal Kumar Sinha

For, Velnik India Limited (formerly known as Velnik India Private Limited)



Authorized Signatory Through Board Resolution

Mr. Awnish Bhardwaj

(Plaintiff No. 2)

For, M/s. VIMAL AGENCIES



Vimal Kumar Bhavarlal

(Proprietor)

(Defendant No. 1)

For, Rohit Cosmeetic Products



Bishal Kumar Sinha

(Proprietor)

(Defendant No. 2)

Shekhar Bhagat

Advocates for the Plaintiffs

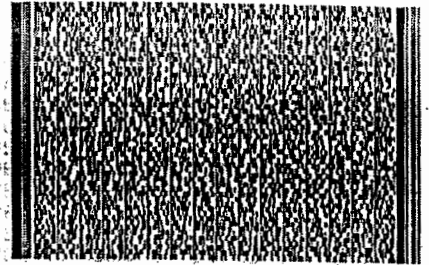


Geetika Khanchandani

Advocates for the Defendants



Registration and Stamp Department Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code: 01011701072023007071
 E-Stamp Amount: 1000
 Govt. Stamp Duty (Rs.): 1000
 Janpad Duty (Rs.): 0
 Exempted Amount (Rs.): 0
 Municipality Duty (Rs.): 0
 Upkar Amount (Rs.): 0
 E-Stamp Type: NON-JUDICIAL
 Date & Time: 01/07/2023 16:36:24
 Service Provider or Issuer Details: ANSHUL KALA/SP011743007201700023
 SRO/DRO/HO Details: 311 M G ROAD, TORICORNER INDORE INDORE

SERIAL No 16059/27
DATE - 6 JUL 2023

Deed Details

Deed Type: Power of Attorney
 Deed Instrument: in any other case - One thousand rupees for each person authorised.
 Deed Purpose: POWER OF ATTORNEY

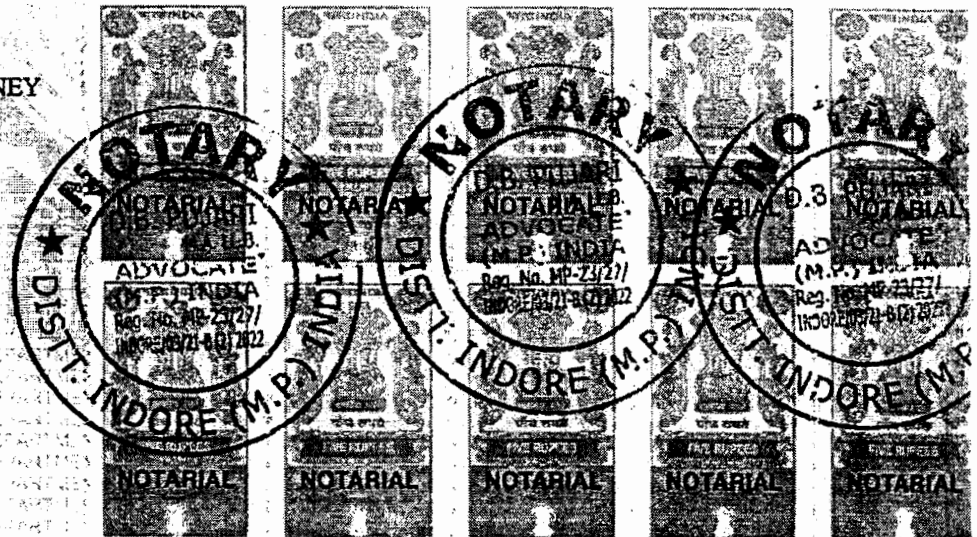
First Party Details

Name: SUKHDEV GEHLOT S/O D/O W/O C/O NARAYAN LAL GEHLOT
 Address: 516-17 NIHALPUR MUNDI ROAD BIALPUR INDORE INDORE Madhya Pradesh INDIA
 Number of Persons: 1

Second Party Details

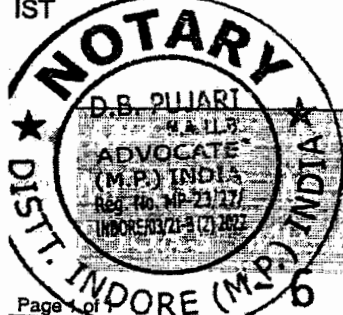
Name: AWNISH BHARDWAJ S/O D/O W/O C/O A R BHARDWAJ
 Address: FLAT NO. EDEN B-302 GODREJ GARDEN CITY, NEAR GANESH GENESIS
 JAGATPUR VTC PO JAGATPUR SUB DIST. DASKORI DIST. AHMEDABAD STATE
 GUJARAT STAMP PRINT IN INDORE Madhya Pradesh INDIA
 Number of Persons: 1

THIS E-STAMP IS FOR POWER OF ATTORNEY



Digitally signed by ANSHUL
 KALA
 Date: 2023.07.01 16:36:26
 IST

ATTESTED



D.B. PUJARI
NOTARY (Advocate)

23, Shyam Nagar Main, INDORE-10
 (M.P.) INDIA
 Reg. No. MP-23/27/INDORE/03/21-B (2) 2022

Page 1 of 1 6 JUL 2023

01011701072023007071

12
SERIAL No. 160912
DATE: 6 JUL 2023

Power of Attorney

I, **SUKHDEV NARAYANLAL GEHLOT** S/O Shree Narayanlal Gehlot, Age: 40 years, Occupation: Business, Indian Inhabitant, having address at Shop No 15, Ground Floor, R.L.A. Tower, Tank Road, Bhandup (West), Mumbai- 400078, And also having address at S-1, S-2, Takshshila Parisar, Near Rajendra Nagar Police Station, A.B. Road, Indore- 452012, Madhya Pradesh, India;

Do hereby appoint, nominate and constitute **Mr. Awnish Bhardwaj** S/O A.R. Bhardwaj, Age: 44 Adult, Occupation: Service having his Postal address 516-517, Bijalpur, Near Datt Cold Storage, Mundi Road, Indore, Madhya Pradesh, India.

As my True and lawful Power of Attorney Holder (hereinafter called attorney), either or survivor to do the following acts, deeds and things on my behalf as follows:

1. **TO CONDUCT AND DEFEND LEGAL PROCEEDINGS:** To commence, Prosecute, Enforce, Defend, Answer or Oppose all Notices, Suits Criminal Cases, Trade mark and Copyrights matters and other legal proceedings and demands touching any of the matters aforesaid or any other matters. To file suits, Criminal Complaints, Trademark & Copyrights Applications, Oppositions, Counter Statements, Written Statements, Consent terms, to lead the evidence in any Hon'ble Court in any such action or proceeding as to before Hon'ble Supreme Court of India, Hon'ble High Courts, Civil Courts, Criminal Courts, Trade Mark Registry, Copyright Registry, any Tribunals, any Legal forum, City Civil and Small Cause Courts for me and my Behalf;
2. **TO APPOINT ADVOCATES, ETC.:** To appoint Solicitors, Advocates, Trademark & Copyright Agents/Attorneys, Pleaders or Counsel as may be necessary for prosecuting and defending any suit, Criminal Cases, Trademark & Copyright Matters, Appeals or any other proceedings and matters relating to me and to sign Vakalatnama, Appoint Consultants, Solicitors, Advocates, Pleaders, Trademark & Copyright Agents and Counsel on behalf of me.
3. **TO SIGN DOCUMENTS:** To sign, declare and/or affirm any Complaint, Written Statement, Petition, Consent Petition, Trademark & Copyright Application, Notice of Opposition, Counter Statement, Affidavit, Memorandum of Appeal, any other documents or papers in my name in any proceeding or matter connected therewith.

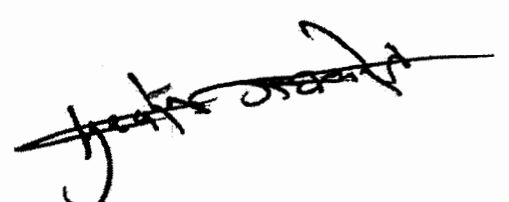
REVOCATION OR TERMINATION

- I. This Power of Attorney may revoke or terminate at any time by me (Executant) by giving written notice to the holder through registered post and/or by email. In future, if the holder resigns from the service of our company then such holder shall give written declaration to renounce his authority/power given under this power of attorney and shall not use any authority/power afterwards.
- II. The holder of this Power of Attorney may terminate and/or cancel this Power of Attorney by giving 15 days' written notice to me (Executant) through registered post and/or by email.

Generally, my said Attorney shall have the power to do all such acts, deeds and things with respect to above subjects on my behalf which I could have lawfully done, if personally present.

ATTESTED


D.B. PUJARI
NOTARY (Advocate)
23, Shyam Nagar Main, INDORE-10
(M.P.) INDIA
Reg.No. MP-23/27/INDORE/03/21-B (2) 2022



(M.P.) INDIA
Reg. No. MP-23/27/
INDORE/03/21-B (2) 2022

INDORE (M.P.) INDIA

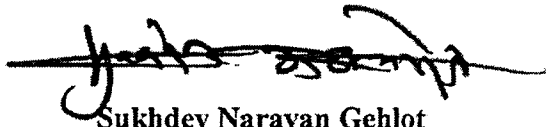
5. TO CONDUCT AND DEFEND LEGAL PROCEEDINGS:

To undertake surveys, to inquire, detect and to investigate against any person and/or organization for any violations/infringement or unauthorized or unlawful use of the Trademark and Copyright "Kaveri, Venik, Elois, Babylois, Dippies, Hoppy Poppy, Zareen, Ayurwin" and any Trademark and Copyright mark with my ownership".

I do hereby ratify and confirm and agree to ratify and confirm the lawful acts and deeds done by my attorney by virtue of this Power of attorney. This Power of attorney has been signed and executed by both the parties in the presence of the following witness.

Place: Indore

Dated: 01/07/2023



Sukhdev Narayan Gehlot
(Executant)

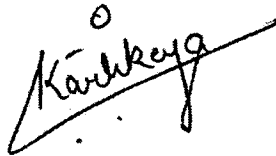
I/we accept,



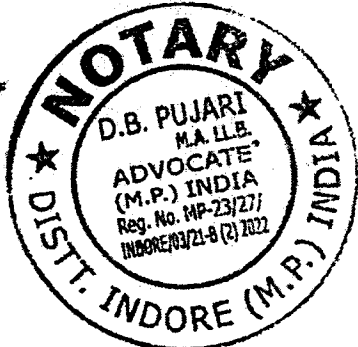
Awnish Bhardwaj

Witnesses:

1. Kartikeya Manoj Saxena
S/o Manoj Kumar Saxena



2. Jatin Jaggi
S/o Naveen Jaggi

ATTESTED

6 JUL 2023

D.B. PUJARI
NOTARY (Advocate)
23, Shyam Nagar Main, INDORE-10
(M.P.) INDIA
Reg.No. MP-23/27/INDORE/03/21-B (2) 2022

TRUE COPY
A
ADVOCATE

24100RJ2017PLC058778



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF VELNIK INDIA LIMITED (FORMERLY KNOW AS VELNIK INDIA PRIVATE LIMITED) HELD ON WEDNESDAY 21ST JUNE 2023 AT THE MARKETING OFFICE OF THE COMPANY SITUATED AT 516-517, NEAR DUTTA COLD STORAGE, BIJALPUR, MUNDI ROAD, INDORE, M.P INDIA-452012 AT 10:30 AM.

AUTHORISATION TO EXECUTE POWER OF ATTORNEY.

RESOLVED THAT Mr. Sukhdev Gehlot, Managing Director (DIN- 06456150) of the Company be and is hereby authorized on behalf of the Company to execute a Power of Attorney in favour of Mr. Awanish Chaudhary Asst. General Manager- Legal of the Company granting full power and authorities to perform the acts as mentioned in the draft Power of Attorney placed before the Board and duly initialed by the chairperson for purposes of identification.

RESOLVED FURTHER THAT any work carried out by the attorney in relation to the any acts mentioned in the aforesaid Power of Attorney shall be valid and binding upon the Company.

RESOLVED FURTHER THAT the Power so granted to the aforesaid attorney may be revoked, for cause or without cause, by the written order of Mr. Sukhdev Gehlot, Managing Director, at any time in the future.

RESOLVED FURTHER THAT Mr. Sukhdev Gehlot, Managing Director of the Company be and is hereby authorised to do all such acts deeds and things as may be necessary to give effect to the foregoing resolutions."

//Certified True Copy//

For Velnik India Limited

Mr. Sukhdev Gehlot

Managing Director

DIN: 6456150

Date: 21.06.2023

Place: Indore



TRULY
A
ADVOCATE

COSMETIC | AYURVEDA | HYGIENE

Velnik India Limited (Formerly known as Velnik India Private Limited)

Registered Office: E-10, Krishi Mandi, Sojat City, Sojat, District-Pali, PIN-306104, Rajasthan

Plant Unit-I: Khasra Nos. 262, 269, 270, 271, 272, 273, 274, 275 & 276/1, 290, 291/1 & 291/4, Kalab Kalan Road,

Dholi Magri Choraha, Kalakot, Tehsil-Raipur, District-Pali, PIN-306304, Rajasthan

Plant Unit-II: Khasra No. 1996, Sojat Chak No. 2, Bera Jalra, Sojat Road Marg, Mod Bhatta, Sojat City, District-Pali, PIN-306104, Rajasthan

Marketing Office: 516-517, Bijalpur, Near Datt Cold Storage, Mundi Road, Indore, District-Indore, PIN-452012, Madhya Pradesh

Corporate Office: S-1 & S-2, Takshashila Parisar, A B Road, Near Rajendra Nagar Police Station, Indore, District-Indore, PIN-452012, Madhya Pradesh

Bangalore Office: 222, Kaveri Complex, J.B Kaval, Survey No. 1, Rajiv Gandhi Nagar, Nandini Layout, Bengaluru Urban, PIN-560096, Karnataka

Contact No. : 0734 5560000 | E-mail : india@velnik.com | Website : www.velnik.com



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No.: 2715/94008/64547

To

Awnish Bhardwaj

Flat No. Eden B-302, Godrej Garden City, Near Ganesh

Genesis,

Jagatpur,

VTC, Jagatpur,

PO, Jagatpur,

Sub District: Daskroi, District: Ahmedabad.

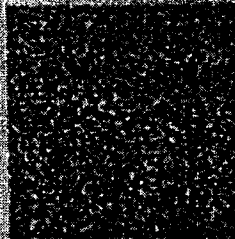
State: Gujarat,

PIN Code: 382470,

Mobile: 9926999335



MF110991373F1



आपका आधार क्रमांक / Your Aadhaar No.

3190 5411 9412

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Awnish Bhardwaj

DOB: 23/10/1978

Male

3190 5411 9412

मेरा आधार, मेरी पहचान

TRUE COPY

A

ADVOCATE

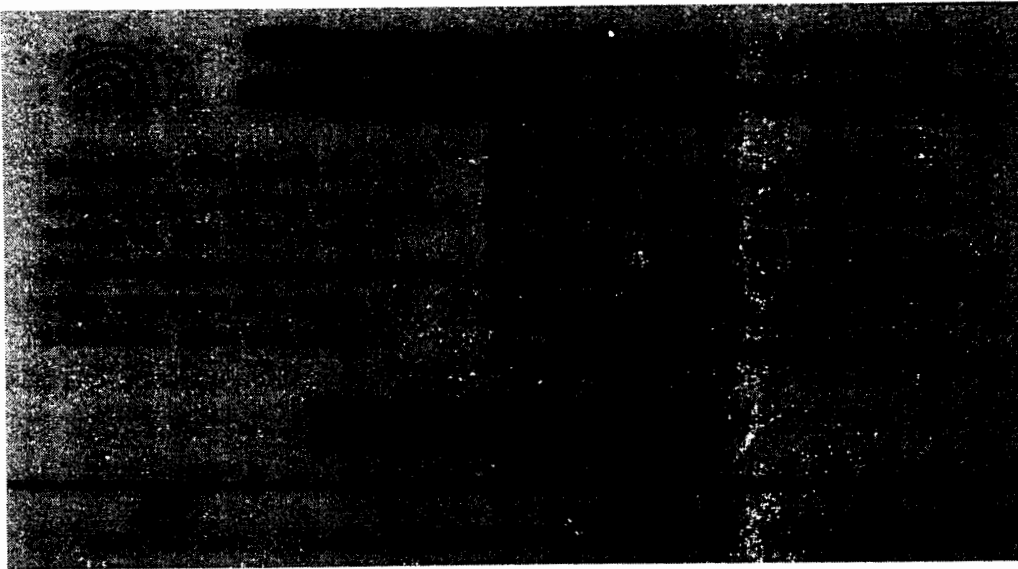
09/10/2013



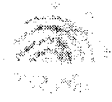
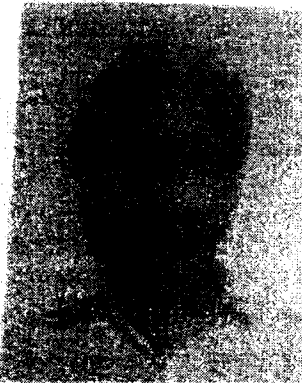


ವಿಮಲ ಕುಮಾರ್ ಬಿ
Vimal Kumar B
DOB: 21-02-1979
Gender: Male

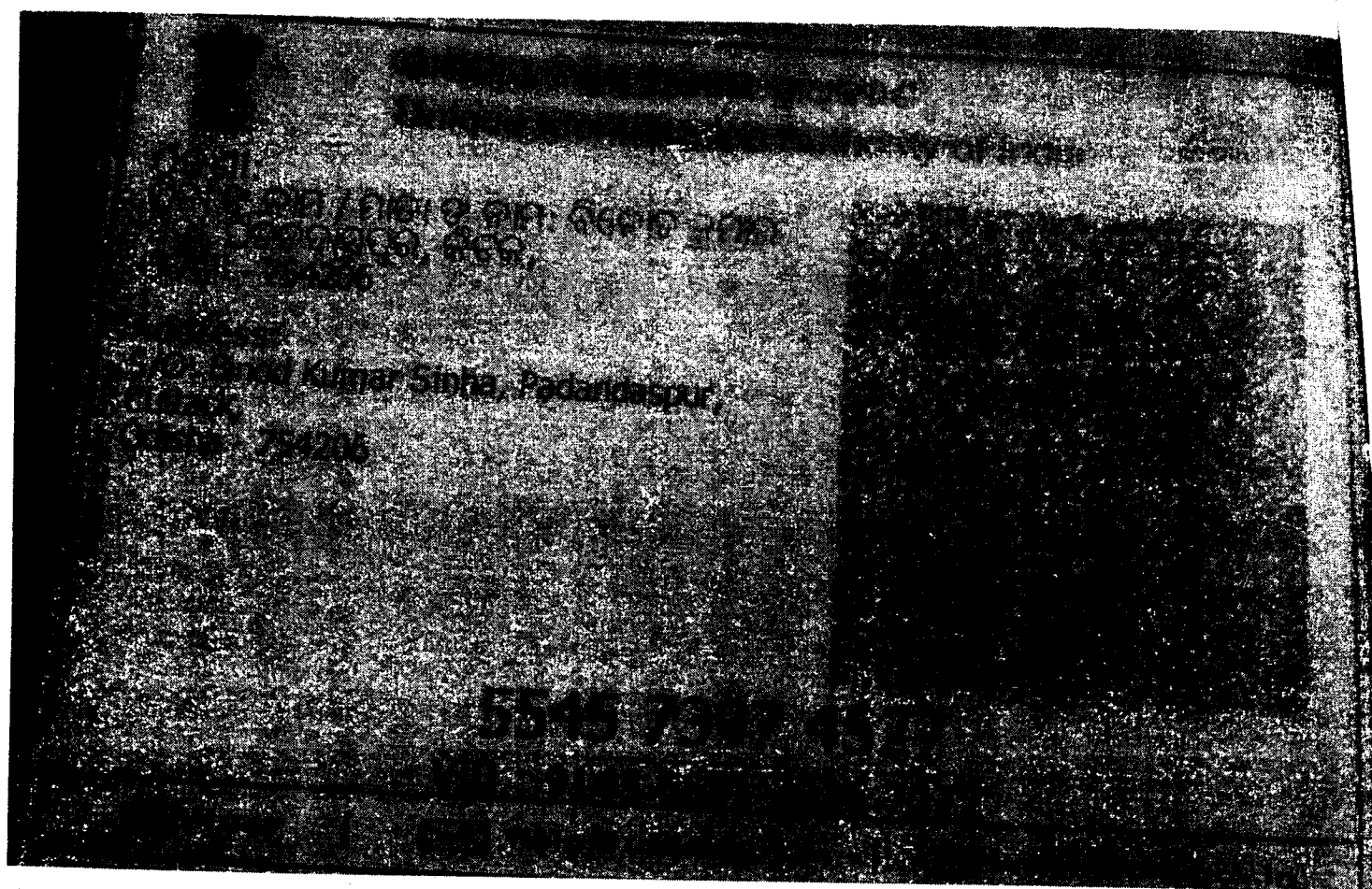
9648 3361 7000
आधार - आम आदमी का अधिकार





	भारत सरकार Government of India	
	ବିଶାଳ କୁମାର ସିଂହା Bishal Kumar Sinha	
	ଜନ୍ମ ତାରିଖ / DOB: 15/06/1979	
	ପୁରୁଷ / MALE	
	5545 7397 4527	
VID : 9145 6651 2916 7272		
ମୋ ଆଧାର, ମୋ ପରିଚୟ		

Bishal Kumar Sinha



Certificate of Incorporation Consequent upon conversion to Public Limited Company



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Jaipur
G/6-7, Second Floor Residency Area, Jaipur, Rajasthan, India, 302001

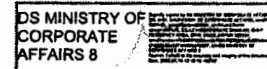
Corporate Identity Number: U24100RJ2017PLC058778

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF VELNIK INDIA PRIVATE LIMITED

I hereby certify that VELNIK INDIA PRIVATE LIMITED which was originally incorporated on Eleventh day of August Two thousand seventeen under the Companies Act, 2013 as VELNIK INDIA PRIVATE LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Jaipur vide SRN F15131949 dated 14.07.2022 the name of the said company is this day changed to VELNIK INDIA LIMITED.

Given under my hand at Jaipur this Fourteenth day of July Two thousand twenty-two.



S RAJKUMAR

Registrar of Companies

RoC - Jaipur

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT NO. 12 OF 2022

Sukhdev Narayanlal Gehlot and Ors Plaintiff

Versus

Vimal Kumar Bhavarlal & Ors. ... Defendant

CONSENT TERMS

Dated this 26th day of ~~October~~ ^{July} 2023**SHEKHAR BHAGAT**Advocate for the Plaintiff
Advocate for the Petitioner
701-702, Crystal Tower,
46/48, Maruti Lane,
Fort, Mumbai – 400 001