

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO.218 OF 2026
WITH
INTERIM APPLICATION (L) NO.25282 OF 2025
IN
COMMERCIAL IP SUIT NO.218 OF 2026

Dayal Nathalal Bhanushali	...Applicant/ Plaintiff
<i>Versus</i>	
Kantilal Shankarlal Bhanushali & Anr.	...Respondents/ Defendants

Ms. Pooja Jain and Ms. Taniya Shaikh, for the Applicant/Plaintiff.
Mr. Harshwardhan Karande i/b. Mr. Rushabh Vakhariya, for the Respondents/Defendants.
Mr. Dayal Nathalal Bhanushali (through Video Conferencing), the Plaintiff, present.
Mr. Kantilal Shankarlal Bhanushali (through Video Conferencing), Defendant No.1, present.
Mr. Shankarlal Umarasi Bhanushali (through Video Conferencing), Defendant No.2, present.

CORAM: MADHAV J. JAMDAR, J.
DATED : 3rd SEPTEMBER 2026

P. C.:

1. Ms. Pooja Jain, learned Counsel appearing for the Plaintiff and Mr. Karande, learned Counsel appearing for the Defendants state that the parties have settled the dispute and tendered the Consent Terms.

2. The Consent Terms are signed by the Plaintiff-Dayal Nathalal Bhanushali, the sole Proprietor of Lovely Waffers & Farsans and by Defendant No.1-Kantilal Shankarlal Bhanushali and Defendant No.2-Shankarlal Umarasi Bhanushali. The Plaintiff and the Defendants who are present through Video Conferencing state that they have settled the dispute in terms of the Consent Terms.

3. The Consent Terms are also signed by the respective Advocates. The respective Advocates identified the signatures of their respective parties.

4. Accordingly, the Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms read as under

CONSENT TERMS

1. The Parties have amicably resolved all disputes forming the subject matter of the present proceedings and have accordingly agreed to record the present Consent Terms.

2. The Plaintiff above named has filed the present Plaint against the Defendants above named inter alia, seeking

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Shankarlal Umarasi

Dayal Nathalal Bhanushali

reliefs in respect of infringement and passing off of the
Plaintiff's registered copyright in the artistic work "



", and for other reliefs as more particularly set
out in the Plaint.

3. The Defendants hereby acknowledges and recognises
the Plaintiff's proprietary rights in Plaintiff's original



registered artistic work, " " including all
rights arising from the Plaintiff's adoption, creation, use
and registration thereof.

4. The Defendants further acknowledge that the packaging
used by them and impugned in the present suit
incorporates and/or reproduces the Plaintiff's Artistic
Work and/or substantially incorporates the distinctive

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artistic elements forming part of the Plaintiff's packaging ("Impugned Packaging").

5. The Defendants agree and undertake that they shall not hereafter use, reproduce, copy, publish, distribute, sell, circulate, display, communicate to the public or otherwise exploit the Plaintiff's registered Artistic Work, whether in whole or in part, or whether as part of the Impugned Packaging or otherwise, without the prior written consent of the Plaintiff.
6. The Defendants agree and undertake that they shall not manufacture, market, sell, distribute, circulate, advertise or otherwise deal in any products bearing the Impugned Packaging, including the packaging, labels, cartons, wrappers, artwork, get-up, trade dress and/or other packaging material which incorporates or reproduces the Plaintiff's Artistic Work.

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7. The Plaintiff irrevocably agrees not to raise any claim or objection against the Defendants in respect of the Defendants' use, adoption, registration and/or proprietorship of the word mark/brand name "**LAHER WAFERS**" and/or its variants, provided that the use of the said mark/brand name shall not extend to or include any use, reproduction, copying, adaptation or exploitation of the Plaintiff's registered Artistic Work and/or Impugned Packaging.

8. The Defendants accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a), (b) and (c) of the Plaint, which reads as under:

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

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manufacturing and/or trading, marketing, importing, distributing, selling and/or using in any manner whatsoever in relation to Ready To Eat Food Preparations Including Potato Wafers, Bhujia, Farsan, Wafers And Other Cereal Preparations, the impugned artwork/trade dress bearing colour scheme, lay-out, get-up, style, trade dress and representation or any other artwork/s which is/are identical with and/or is/are substantially/strikingly similar to the



Plaintiff's original artistic work of so as to infringe upon the Plaintiff's subsisting copyright in



the original artistic work of for the aforesaid products;

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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 manufacturing and/or trading, marketing, importing, distributing, selling and/or using in any manner whatsoever in relation to any Ready To Eat Food Preparations Including Potato Wafers, Bhujia, Farsan, Wafers And Other Cereal Preparations, the



impugned artwork/trade dress/label “

or any label's or artistic work/trade dresses identical

with and/or deceptively similar to the Plaintiff's

distinctive Plaintiff's artistic artworks/trade dresses of

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the Plaintiff's " " or in some way
connected or associated therewith;

- c. the Defendants be ordered and decreed to deliver-up
to the Plaintiff for destruction all such materials
including impugned goods and packaging material
used to pack and sell Ready To Eat Food Preparations
Including Potato Wafers, Bhujia, Farsan, Wafers And
Other Cereal Preparations, and other like goods
including labels, stickers, advertising and packaging
materials, stencils, cylinders, machinery, dyes,
screens, blocks, moulds, papers, vouchers, bill books,
carry bags, and other goods bearing the impugned

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artwork/trade dress/label “ ” as
complained off;

9. The Cost of recall, destruction and like activity to be borne exclusively by the Defendants.

10. The Defendants undertakes that entire stock of finished and unfinished products, packaging material bearing the Impugned Mark/ Impugned Packaging/ Trade Dress seized by the Additional Special Receiver/Court Receiver in pursuance of the order dated 6th August, 2026 shall be recalled and destroyed by the Defendant's representatives, within a period of 30 days from the date of filing of these terms and give a Certificate of Destruction along with necessary supporting to the

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Plaintiff within 30 days of the date of signing of these
Consent Terms.

11. The Defendants agree and undertake to this Hon'ble
Court that, save and except for the stock particulars
whereof are set out hereinbelow, they have no stock of
any goods bearing the Impugned Packaging
incorporating and/or reproducing the Plaintiff's Artistic
Work, and that no such goods bearing the Impugned
Packaging have been manufactured, sold, distributed or
otherwise dealt with by them:

Sr. No.	Description of Article / Product	Quantity
		Seized
1.	Packed products under the infringing marks	204 (each packet containing 10/20 chips packet)

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		i.e. total = 1,951
2.	Sacks containing the empty packaging materials	106 Sacks
3.	Drums filled with raw material	50 drums
4.	Loose plastic bags filled with raw material	48 loose plastic bags

12. The Defendants agree and undertake to this Hon'ble

Court that they have not filed and shall not hereafter file any application before the Trade Marks Registry and Copyright Office or any other authority for registration or protection of the Impugned Packaging, the Plaintiff's Artistic Work, or any artistic work, packaging, artwork, label, carton, wrapper, get-up, trade dress or other material which is identical with, deceptively similar to, substantially reproduces or substantially incorporates

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the Plaintiff's Artistic Work or the distinctive artistic elements thereof.

13. The Defendant No.1 has paid an amount of INR 4,00,000/- (*Rupees Four Lakhs only*) to the Plaintiff vide a NEFT UTR no. IBKLR62026082801502072 dated 28.08.2026.

14. In the event, the Defendants are found in breach of, or otherwise in default of any of the abovementioned Undertakings or obligations herein, then the entire claim amount of Rs.20,00,000/- (*Rupees Twenty Lakhs Only*) as mentioned in Prayer Clause (c) of the Plaint alongwith further liquidated damages of Rs. 30,00,000/- (*Rupees Thirty Lakhs Only*) shall immediately become payable by the Defendants to the Plaintiff, and the Plaintiff shall forthwith be entitled to execute the Order/s which is passed on these Consent Terms, as if it is a decree of the Hon'ble Court, against the Defendants

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Signature of Plaintiff

Signature of Defendant

for the entire amount of Rs.20,00,000/- (*Rupees Twenty Lakhs Only*) and further liquidated damages of Rs. 30,00,000/- (*Rupees Thirty Lakhs Only*) along with interest thereon at the rate of 12% per annum from the due date of the payment (*from the 7th day of signing of these Consent Terms*) till the date of payment and/or realization thereof. In such execution application/proceeding, the Plaintiff shall give credit of the amounts received from the Defendants in terms of these Consent Terms, and shall deduct the same from the aforesaid executable amounts. It is expressly agreed and admitted by the Defendants that the consequences stipulated hereinabove shall also be binding, enforceable and applicable in entirety, if the Defendants fail to undertake and comply with any of the obligations contained in these Consent Terms, including the obligations relating to the recall, removal and

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destruction of the Impugned Packaging and/or any use,
reproduction, copying or exploitation of the Plaintiff's
Artistic Work.

15. Such default in addition to above Execution Proceedings
be deemed to be a contempt of this Court and liable as
such to the cost as to consequences as the Hon'ble Court
may deem fit.
16. The Defendant nos. 1 and 2 admit that they have
understood the contents of the Consent Terms. The
Defendant nos. 1 and 2 further states that after
understanding of each and every clause / covenant /
undertaking the Defendant nos. 1 and 2 have signed and
executed these Consent Terms.
17. The Parties further agree and undertake that the present
Consent Terms are binding on them, their Directors,
Promoters, Associates, Affiliates, assigns and successors

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in interest or title as the case may be or any individual or

entity acting under or in concern with it.

18. In view of the aforesaid amicable settlement, Plaintiff gives up rest of its claims in the Suit and thereby the court fees may be refunded.

Dated this 28th day of August, 2026

सुनील अग्रवाल
Petitioner

Kerry S
Defendant No. 1

अशोक कुमार
Defendant No. 2

[Signature]
Advocate for Petitioner

[Signature]
Advocate for Defendants

5. Various statements made in the Consent Terms are accepted as undertakings given to the Court.
6. The Commercial IP Suit is decreed in terms of the Consent Terms.
7. The refund of the Court fees is permitted as per the Rules.
8. The Interim Application is also disposed of in terms of the Consent Terms.
9. In view of the disposal of the suit in terms of the Consent Terms, Court Receiver Report stands disposed of. The Court Receiver is discharged without passing of accounts, subject to payment of costs, charges and expenses to be paid within two weeks by the Plaintiff on demand being made by the office of the Court Receiver. Cost of this report is fixed at Rs.5,000/- and the Court Receiver is permitted to recover the same from the balance available in the Suit account.

[MADHAV J. JAMDAR, J.]