



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 12TH DAY OF FEBRUARY, 2026
BEFORE
THE HON'BLE MR. JUSTICE S SUNIL DUTT YADAV
COM.OS NO. 18 OF 2023

BETWEEN:

1. SCHNEIDER ELECTRIC INDIA PVT LTD
HAVING ITS REGISTERED OFFICE AT C-56,
MAYAPURI INDUSTRIAL AREA,
PHASE -II, NEW DELHI-110 064
DELHI, INDIA.
ALSO HAVING BRANCH OFFICE AT:
3, 1, MILLERS ROAD,
VASANTH NAGAR,
BENGALURU-560 051
KARNATAKA, INDIA.
EMAIL: PARTHA.MISRA@INTEBG.COM

... PLAINTIFF

(BY SRI. ARJUN SANTHOSH., ADVOCATE AND
SMT. DEEKSHA PRAKASH, ADVOCATE AND
SRI. SREENATH, ADVOCATE)

Digitally signed
by VIDYA G R
Location: HIGH
COURT OF
KARNATAKA

AND:

1. MILLBORN SWITCHGEARS PRIVATE LTD
HAVING ITS REGISTERED OFFICE AT 36-C,
SUDERSHANPURA INDUSTRIAL AREA,
MILLBORN SWITCHGEARS, BAIS GODAM,
JAIPUR-302 006, RAJASTHAN INDIA,
ALSO HAVING ITS BRANCH OFFICE AT:
2ND MAIN, 39/2, 4TH CROSS,
CHAMARAJPET,



BENGALURU-560 018
KARNATAKA,
EMAIL:MILLBORNBLR@GMAIL.COM

... DEFENDANT

(BY SRI. VIVEKANANDA B.N, ADVOCATE FOR
SRI ARRAPARVAGUHA NIYOGI, ADVOCATE AND
SRI SHUJATH AHMED, ADVOCATE)

THIS COM. OS IS FILED UNDER ORDER VII RULE 1 OF CPC, 1908 R/W SECTION 26 OF THE CPC, 1908, PRAYING GRANT THE FOLLOWING RELIEFS IN FAVOUR OF THE PLAINTIFF AND AGAINST THE DEFENDANT COMPANY: (A) A DECREE FOR PERMANENT INJUNCTION RESTRAINING THE DEFENDANT COMPANY, ITS DISTRIBUTORS, DEALERS, STOCKISTS, RETAILERS, SERVANTS, AGENTS, SUPPLIERS, AFFILIATES, SUBSIDIARIES, FRANCHISEES, LICENSEES, REPRESENTATIVES, ASSIGNEES AND ALL OTHERS ACTING FOR AND BEHALF OF THE DEFENDANT COMPANY FROM MANUFACTURING, SELLING, OFFERING FOR SALE, IMPORTING, OFFERING FOR SALE, MARKETING, ADVERTISING, PROMOTING, DISPLAYING, DEALING IN AND/OR USING IN ANY MANNER WHATSOEVER, DIRECTLY OR INDIRECTLY, THE IMPUGNED PRODUCT WHICH INFRINGES PLAINTIFFS REGISTERED DESIGN NO. 296656 AND ETC.

THIS COM. OS COMING ON FOR HEARING ON I.A., THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S SUNIL DUTT YADAV



ORAL JUDGMENT

The suit is filed by the plaintiff seeking for the following reliefs:-

a) A decree for permanent injunction restraining the Defendant Company, its distributors, dealers, stockists, retailers, servants, agents, suppliers, affiliates, subsidiaries, franchisees, licensees, representatives, assignees and all others acting for and behalf of the Defendant Company from manufacturing, selling, offering for sale, importing, offering for sale, marketing, advertising, promoting, displaying, dealing in and/or using in any manner whatsoever, directly or indirectly, the impugned product which infringes Plaintiffs Registered Design No. 296656.

b) A decree for permanent injunction restraining the Defendant, its distributors, dealers, stockists, retailers, servants, agents suppliers, affiliates, subsidiaries, franchisees, licensees, representatives, assignees and all other acting for and on behalf of the Defendant Company from using the Mark/brand/product name "MU-G20H" and/or any other mark/brand name/product name identical and/or deceptively and confusingly similar to Plaintiff prior registered and prior adopted word mark "MU-G" or in any manner whatsoever in relation to any goods and / or services which would amount to infringement of the registered trade mark of the Plaintiff Company being Trade Mark No. 4420031, and also amounting to passing off Defendants products as that of the Plaintiffs products.

c) A decree for permanent injunction restraining the Defendant, its distributors, dealers, stockists, retailers, servants, agents suppliers, affiliates, subsidiaries, franchisees, licensees, representatives,



assignees and all others acting for and on behalf of the Defendant Company from using the Mark/brand/product name "MU2" and/or any other mark/brand name/product name identical and/or deceptively similar to Plaintiff prior registered and prior adopted word mark "MU" or in any manner whatsoever in relation to its goods which would amount to infringement of the registered trade mark of the Plaintiff Company being Trade Mark No. 4405864, and passing off its products as that of the Plaintiffs products.

d) A decree in the nature of mandatory injunction be pleased against the Defendant Company directing them to

i) Deliver to the Plaintiff Company and/or its representatives, for destruction, all products, labels, stickers, signs, stationary, packaging materials, wrappers, other such materials and advertisements in its possession or under its control, bearing the impugned marks which are deceptively and confusingly similar to Plaintiffs prior registered and prior adopted word mark "MU-G" as well as Plaintiff's prior registered and prior adopted word mark "MU".

ii) Recall the impugned product and/or marketing, promotional and advertising materials and/or any other goods or materials whatsoever, bearing the impugned marks or any other mark or label which is identical and/or deceptively and confusingly similar to the Plaintiffs trade marks from the physical and online marketplace, and deliver/surrender the same to the Plaintiff or its attorney or nominated representative/s for destruction.

iii) Remove all advertisements, references, use and listings from Defendant's website,



www.millborn.com and third-party social media and/or e-commerce websites including Facebook, India Mart etc., and remove all forms of print and digital media including, but not limited to, social media references, e-commerce websites and website of the Defendant Company.

iv) Make a full and fair disclosure, on oath, of the full details such as names and addresses of the party/s involved in the inter alia manufacturing, marketing, distributing, selling and labelling of the impugned products or by any other party/s connected with Defendant Company's infringing and offending activities.

e) A decree for rendition of accounts illegally earned by the Defendant Company on account of their infringing activities of using the impugned marks "MU-20H" and "MU2" as well as of manufacturing and sale of the impugned product, and a decree for the amount so found due. The Plaintiff be additionally granted exemplary and punitive damages at least to the tune of Rs.50,00,000/- (Rupees Fifty Lakhs only) in favour of the Plaintiff and against the Defendant Company.

f) A declaration that Plaintiff's trade marks "MU-G" and "MU" are well-known marks that being exclusively to the Plaintiff Company and its predecessors-in-interest.

g) An order for costs of the present proceedings, and

h) Any such other reliefs as this Hon'ble Court deems fit and necessary under the facts and circumstances of the present case be passed in favour of the Plaintiff and against the Defendant Company."



2. During the pendency of the proceedings, the Compromise Petition has been filed and both sides submit that the suit may be decreed in terms of the compromise. The Compromise Petition records the compromise as follows:-

"Therefore, in view of this, both Defendant and Plaintiff without going into the merits of the dispute, as agreed to settle the dispute in consideration of the following and mutual covenants contained herein.

The Defendant company by itself, its Directors, officers, servants, representatives, stockists, dealers, agents, and all other persons claiming under or through them or acting in concert with them or otherwise, irrevocably, and unconditionally undertakes and agrees that:

a) Defendant accepts and acknowledges that the Plaintiff company and its predecessor in interest are rightful and registered proprietors of the Mark MU-G and MU.

b) Defendant accepts and undertakes that Defendant Company either through Itself or through its Directors, officers, servants, representatives, stockists, dealers, agents, and all other persons claiming under or through them or acting in concert with them or otherwise, will not challenge/assist in challenging the validity of the registered Design bearing no. 296656.

c) Defendant accepts and undertakes that it by itself, its Directors, officers, servants, representatives, stockists, dealers, agents, and all



other persons claiming under or through them or acting in concert with them or otherwise has stopped dealing in the impugned Products using the Plaintiff's registered trade mark MU and MU-G and embodying the Plaintiff registered Design bearing no. 296656 in any manner whatsoever, since the passing of the ex parte ad Interim Order of temporary injunction.

d) Defendant further accepts and undertakes that it shall refrain from manufacturing, selling, distributing, offering for sale, advertising, marketing, exporting directly or indirectly, either for itself or for any third party, dealing with either the impugned products having mark MU and MU-G and from embodying the Plaintiff registered Design bearing no.296656 in any manner whatsoever.

e) Defendant accepts and undertakes that it currently has no stock of infringing impugned products in its possession.

f) Defendant accepts and declares that all moulds and dyes (sic) if any used for manufacturing/designing of the infringing impugned products" no longer exists as the same have been completely destroyed in entirety and not transferred to any third party.

11. That the signatories to the present Application are fully competent and authorized to enter into the present Settlement on behalf of the parties.

12 This compromise binds the parties, their heirs, successors in interest, and assigns.

13. That both the parties reserve the liberty to initiate appropriate legal proceedings for breach of any of the present settlement terms, in accordance with law.



PRAYER:

Wherefore the Plaintiff and the Defendant pray that this Hon'ble Court be pleased to pass a Judgment and Decree in terms of the above compromise petition, in the interest of justice and equity.

3. The plaintiff is represented by the Authorised Signatory, Mr.Parth Sarathi Misra, who has appeared through Video Conferencing as also Mr.Millborn, the Authorised Signatory of M/s. Millborn Switchgears Private Ltd., who also appeared through Video Conferencing.

4. Learned counsel appearing for both parties have filed a Joint Memo and identified their respective parties who appeared through Video Conferencing.

5. As both the parties have accepted the execution of compromise and memo filed by both the learned counsel to certify that the Authorised Signatories are identified and the petition is signed by both the parties, the present suit is **disposed of** in terms of the compromise extracted hererinabove. Office to draw up the decree in terms of the compromise.



6. The pending interlocutory applications, if any, are disposed of as not calling for adjudication, in light of the compromise entered into by the parties.

7. The Office to refund the Court Fee in terms of entitlement of refund as per Section 66 of the Karnataka Court Fees and Suits Valuation Act, 1958, in light of the compromise entered into before trial.

SD/-
(S SUNIL DUTT YADAV)
JUDGE

VGR