

SHEPHALI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION (L) NO. 828 OF 2016
IN
SUIT (L) NO. 203 OF 2016

Asian Paints Limited	...Plaintiff
<i>Versus</i>	
M. J. Industries	...Defendant

Mr. V. A. Bhagat, i/b G. S. Hegde & V. A. Bhagat, for the Plaintiff.

CORAM: G.S. PATEL, J
DATED: 14th June 2016

PC:-

1. An ad-interim order was passed on 15th March 2016. At that time, ad-interim reliefs in infringement were granted, there being a pending Petition for leave under clause XIV of the Letters Patent. The order appointed a Receiver in addition to the injunction.
2. The Defendant was then served. He appeared thereafter on 31st March 2016 when, *inter alia*, leave under Clause XIV of the Letters Patent was granted. He also appeared on 16th April 2016 (before K. R. Shriram, J.)

3. The Defendant is absent today. There is no Affidavit in Reply. The ad-interim order is confirmed.

4. In addition, there will be an order on the Notice of Motion in terms of prayer clause (c), which reads as follows:

“(c) that pending the hearing and final disposal of the suit, the Defendant by themselves, its proprietor/partners, sister concerns/firms, heirs, servants, agents, stockists, dealers, assignees and all those connected with the Defendant in its business be restrained by an order and injunction of this Hon’ble Court from manufacturing, marketing, selling and/or using in any manner whatsoever in relation to its acrylic distemper, colours, paints or other like goods used in the paint industry, the impugned mark SUKAN UTSAV or any mark identical with and/or deceptively similar to the Plaintiff’s distinctive and prior used trade mark UTSAV, for such use thereof by the Defendant amounts to passing off the Defendant’s business and goods as and for those of the Plaintiff or in some way connected or associated therewith;”

5. The Notice of Motion is disposed of in these terms, with no order as to costs.

(G. S. PATEL, J.)