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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 729 OF 2014**

Asian Paints Limited	...Plaintiffs
<i>Versus</i>	
Kapil Gupta	...Defendant

Mr. Dhiren Karania, *on G/S/ Jedge & V.A. Bhagat, for the Plaintiffs.*

CORAM: G.S. PATEL, J
DATED: 21st October 2016

PC:-

1. The Defendant is absent though served. He has not filed any Written Statement. The Plaintiffs have filed an Affidavit in lieu of examination-in-chief and Affidavit of documents and several compilation of documents. In view of the evidence of the witness Mr. Bhavesh Aria, who is present in Court, the compilations are taken on record and marked in evidence as **Exhibit "P1"** **(collectively)**.

2. Heard Mr. Karania for the Plaintiffs. He does not press the prayer for damages and restricts his claim to the injunctive decrees in terms of prayer clauses (a), (b), (c) and (d) to the Plaint.

3. The Complaint and the Affidavit of Evidence clearly indicate that the Plaintiffs have several trade marks registered to it, including *Asian Paints, Apex, Tractor, Apcolite, Utsav, Apex Ultima, Decoprime, Ace, Tractor Uno* and *Premium Emulsion*. It also has held copyright in distinctive labels and artworks including devices such as the character *Gattu*.

4. The Defendant is shown to have produced counterfeit goods under fake invoices and using the infringing marks. By this, I mean not marks that are similar (deceptively or otherwise) to the Plaintiffs' mark but exact reproductions of the Plaintiffs' marks and labels. The consequence of this is that a large number of spurious goods are being sold under counterfeit labels that are identical to the Plaintiffs' and bearing the Plaintiffs' own marks. In fact, in paragraph 39 of the Affidavit of Evidence, the witness deposes that on these counterfeit labels it is the Plaintiffs' corporate name and address that appears. This is the extent of infringement.

5. There is no doubt that this is a case that the Plaintiffs have made out a case for grant of reliefs sought.

6. The Suit stands decreed in terms of prayer clauses (a), (b), (c) and (d) with costs.

7. Refund of court fee in accordance with the Rules.

8. Drawn up decree dispensed with. However, should the parties require a drawn up decree, they will be entitled to apply to

the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order.

9. The original documents will be returned to the Plaintiffs upon these being substituted with a set of copies authenticated by the Plaintiffs' Advocates.

10. The Court Receiver will destroy all offending cartons and packaging material containing the impugned infringing marks and labels. The Court Receiver should endeavour to complete this exercise within a period of eight weeks from today. Having done so, the Court Receiver will place a Report to that effect on file and will then stand discharged without passing accounts but on payment of his costs, charges and expenses by the Plaintiffs.

11. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)