

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

**COMMERCIAL SUIT NO. 490 OF 2017
WITH
NOTICE OF MOTION IN COMM.DIVISION NO. 390 OF 2017
WITH
LEAVE PETITION NO. 103 OF 2017
IN
COMMERCIAL SUIT NO. 490 OF 2017**

Pidilite Industries Limited .. Plaintiff/Applicant

Vs.

Sovanex International .. Defendant

Mr.Hiren Kamod a/w. Mr.Nishad Nadkarni and Mr.Vaibhav Keni,
Ms.Akshata Tandon i/b Khaitan and Co. for plaintiff/applicant.

Ms.Madhavi Garde i/b Y.J. Trivedi for defendant no.1.

Mr.Samir Pradhan-Authorized Signatory of plaintiff present.

Mr.Vinay Jain-Husband of Sole Proprietor of defendant no.1 present.

CORAM : K.R.SHRIRAM, J.

DATE : 4TH AUGUST 2017

P.C.

1 Counsel for plaintiff and counsel for defendant no.1 state that the suit, which was pending as against defendant no.1, has also been settled and tendered consent terms dated 4th August 2017. The consent terms signed by the authorized signatory of plaintiff, Sole Proprietor of defendant no.1- Mrs.Geeta Jain and their respective Advocates is taken on record and marked 'X' for identification. Counsel for plaintiff identifies the signatory

Mr.Samir Pradhan. Ms.Garde for defendant no.1 states that Mr.Vinay Kumar Jain-husband of Mrs.Geeta Jain is present in Court and identifies him. The counsel also tendered a letter of authority from defendant no.1 duly authorizing Mr.Vinay Kumar Jain to represent Mrs.Geeta Jain in this Court. The same is taken on record and marked 'X-1' for identification.

2 Order in terms of consent terms. All undertakings in the consent terms are accepted.

3 The suit, as against defendant no.1, stands decreed in terms of prayer clauses (a), (b) and (c), which read as under :

(a) The Defendant, its Directors, Proprietors, Partners, Owners, Servants, subordinates, representative, stockists, dealers, agents and all other persons claiming under it, be restrained by a perpetual order and injunction of this Hon'ble Court from infringing any of the Plaintiff's UNITINT Registered Marks bearing registration Nos.490218, 2014531, 1557153, 632380, 1337153 and 1337154 in class 2 in any manner and from using in relation to any products/Impugned Products the Impugned Marks, i.e., UNICOTINT or the UNICOTINT logo (samples of which are depicted at Exhibit G), or any other mark which is identical or similar to any of the UNITINT Registered Marks or any feature thereof and from manufacturing, importing, selling, advertising, offering to sell, exporting or dealing in Impugned Products/any products under or bearing the Impugned Marks, i.e., UNICOTINT or the UNICOTINT logo, or any mark which is identical or similar to the Plaintiff's abovementioned registered trademarks.;

(b) The Defendant, its Directors, Proprietors, Partners, Owners, Servants, subordinates, representative, stockists, dealers, agents and all other persons claiming under it, be restrained by a perpetual order and injunction of this Hon'ble Court from committing the tort of passing off in any manner and from dealing in, manufacturing, marketing, selling, advertising, offering to sell, importing, exporting or dealing in Impugned Products or any other similar or cognate goods or any other goods using

the Impugned Marks, i.e., UNICOTINT or the UNICOTINT logo, or any mark which is identical or similar to the Plaintiff's UNITINT Marks or any features thereof.;

(c) The Defendant, its Directors, Proprietors, Partners, Owners, Servants, subordinates, representative, stockists, dealers, agents and all other persons claiming under it, be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Plaintiff's copyright in the artistic work comprised in/reproduced on the UNITINT Logo and from using the UNICOTINT Logo and/or reproducing/copying the UNITINT Logo or any substantial part thereof (including in particular any of the features thereof) on the Impugned Products (including those depicted at Exhibit "G" to the Plaintiff) or any packaging material or advertising material, literature, website web-pages or any other substance and from manufacturing and selling or offering for sale or exporting products upon or in relation to which any works infringing the UNITINT Logo has been reproduced and/or substantially reproduced or by issuing copies of such works to the public.

4 The Court Receiver discharged without passing of accounts. The undertaking of the plaintiff's counsel that all charges of the Court Receiver, if there is any deficit, will be paid by plaintiff within two weeks of receiving communication from the Court Receiver or else the Advocate on record will pay the amount, is accepted.

5 The suit disposed accordingly.

Refund of Court fees, if any, in accordance with Rules.

6 Notice of Motion No.390 of 2017 also stands disposed. All ad-interim/interim orders stand vacated.

(K.R. SHRIRAM, J.)