

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

**COMMERCIAL IP SUIT NO.111 OF 2014
WITH
LEAVE PETITION NO.107 OF 2014
IN
COMMERCIAL IP SUIT NO.111 OF 2014**

Asian Paints Limited Plaintiff

Vs.

Jain Paints and Anr. Defendants

Mr. Vinod Bhagat I/b. G.S. Hegde and V.A. Bhagat for plaintiff.

Ms. Merlyn Monteiro-Vasudeo for defendant no.2

CORAM : K.R.SHRIRAM, J.

DATE : 31st JULY 2019

P.C.:

1 Mr. Bhagat, counsel for plaintiff states that in the affidavit in reply dated 15th July 2015 of defendant no.2, which has been converted into his written statement vide order dated 4th August 2015, in paragraph 6 defendant no.2 stated as under :

“6. I say that it will make no difference if this Hon'ble Court grants a stay upon the Defendant No. 2 i.e. myself, as I am, not dealing with the manufacturing, marketing, selling and / or using in any manner whatsoever in relation to its exterior emulsion paints, GOLD DRY APEX AZPER or mark identical with and / or deceptively similar to the Plaintiff's trade mark APEX, for such use thereof by the Defendant No. 2 amounting to infringement of the Plaintiff's trademark registered under No. 2130509, 857108, 1673955, all in class 02, or in any way the passing off the Defendant's business and goods as and for the business and goods of the Plaintiff or in some way connected or associated therewith”.

2 Therefore, Mr. Bhagat states that the suit can be disposed by confirming the order dated 21st July 2015 passed in the notice of motion while disposing the notice of motion.

3 Suit accordingly stands disposed. Leave petition also stands disposed.

4 Court Receiver stands discharged without passing of accounts.

5 Mr. Bhagat undertakes that whatever charges are required to be paid to the Court Receiver will be paid within two weeks of receiving a communication to that effect from the Court Receiver.

6 Plaintiff is at liberty to go to the premises of defendant no.2 and destroy the goods seized by the Court Receiver in the presence of the representative of defendant no.2. If for that the lock/seal placed by the Court Receiver has to be broken or opened, plaintiff is at liberty to do so. Defendant no.2 shall extend all co-operation. Plaintiff shall give notice in writing atleast two working days prior to visiting the premises of defendant no.2 for destruction of the goods.

(K.R. SHRIRAM, J.)