

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

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**COMMERCIAL IP SUIT NO. 246 OF 2021**  
**WITH**  
**INTERIM APPLICATION (LODG.) NO. 5946 OF 2021**  
**IN**  
**COMMERCIAL IP SUIT NO. 246 OF 2021**

Sharda Cards Private Limited ...Plaintiff

Vs.

1. B.S. Industries

& Anr.

...Defendants

Ms.Archana Deshmukh a/w. Mr. Aatir Saiyed, Adv. K.G. Singhanian and Ms. Afreen Fazal i/b Singhanian and Co. for plaintiff.

Ms. Kavisha Shah a/w. Ms.Minal Pawar i/b India Law Alliance for defendant No.1.

**CORAM : N. J. JAMADAR, J.**  
**DATE : 16<sup>th</sup> NOVEMBER , 2021**

**P.C.:**

1. Not on board. Upon mentioning, taken on Production Board.
2. This suit is an action for infringement of trademark bearing Nos.3003057 in Class 28, 3437598 in Classes 16 and 28 and 343043 in Class 16 by the defendants. The plaintiff deals in the business of manufacture and trade of playing cards under the mark "DIAMOND". Alleging that the defendants have been manufacturing the playing cards under the mark "DIMAAND"

which is deceptively similar to that of the plaintiff, the plaintiff has instituted the present suit.

3. The learned counsel for the plaintiff and defendants No. 1 submit that the parties have amicably resolved the dispute and arrived at the terms of settlement. The learned counsel for the plaintiff has tendered the consent terms.

4. The plaintiff's Director Mr. Rajendra Shah, Proprietor of defendant No.1 Mr. Vinod Chhabria and the Constituted Attorney of defendant No.2 Mr. Pravin Kumar Jain are present. A copy of the power of attorney is tendered for the perusal of the Court. Mr. Rajendra Shah, the Director of the plaintiff, Proprietor of defendant No.1 Mr. Vinod Chhabria and the Constituted Attorney of defendant No.2 admit the contents of the consent terms and execution thereof. The plaintiff and defendant Nos.1 and 2 are identified by their respective counsels.

5. On being specifically enquired, the defendant Nos. 1 and 2 submitted that they have voluntarily entered into consent terms and there is no coercion or duress. In view of the statements made before the Court and the consent terms which appear to have been voluntarily arrived at, the consent terms are taken on record and marked "X." for identification.

6. In view of the above, the suit stands decreed in accordance with the consent terms.
7. The consent terms marked 'X' shall form part and parcel of the decree.
8. The undertakings given in the consent terms shall be treated as the undertakings to the Court.
9. The plaintiff is entitled to refund of court fees in accordance with the Rules.
10. In view of the disposal of the suit, the interim application stands disposed of.

**(N. J. JAMADAR, J.)**