



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

COM IP SUIT NO. 249 OF 2025
WITH
LEAVE PETITION (L) NO. 19991 OF 2023
IN
COMMERCIAL IP SUIT NO. 249 OF 2025
WITH
COURT RECEIVER'S REPORT NO. 321 OF 2023
IN
INTERIM APPLICATION (L) NO. 20138 OF 2023
IN
COMMERCIAL IP SUIT NO. 249 OF 2025

Asian Paints Limited

...Plaintiff

Versus

D R Hiwale and Badrinath Kadubal Parde trading as
Anjali Paints and also trading as Action Paint

...Defendant

Ms. Parveen Anand i/b Khaitan and Co. for Plaintiff.
Mr. Akshay Kumar J Mete h/f Mr. Prasad Kulkarni for Defendant.
Ms. Charushila Vaidya, 2nd Assistant To Court Receiver.

Coram : Sharmila U. Deshmukh, J.

Date : 25th June, 2025.

P. C. :

1. As the Parties have amicably settled the matter, Leave Petition is allowed.
2. This Court is informed that the dispute has been settled between the Parties. The Consent Terms are tendered, which are taken on

record and marked 'X' for identification. The Consent Terms are signed by authorized signatory of the Plaintiff-Company and by Defendant Shri D. R. Hiwale and Shri Badrinath Kadubal Parde trading as Anjali Paints. The Consent Terms are also signed by their respective Counsel. The authorized representative of the Plaintiff-Company is present in Court as also Shri D. R. Hiwale and Shri Badrinath Kadubal Parde is present through video conferencing. Their identities are verified through their Aadhar Cards as also by their Advocates. The Defendants reiterate the terms of the Consent Terms and submits to a decree in terms of prayer clauses (a) to (c) of the Plaint. They are duly represented by their Advocate and have understood consequences of their admission. The statements made in the Consent Terms is accepted as undertaking given to this Court.

3. In view of Consent Terms, the suit is decreed on admission in terms of prayer clauses (a) to (c), which reads thus:

“(a) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon’ble Court from using or causing to be used the Impugned Packaging/ Trade Dress or any other packaging/ trade dress identical or similar to the Plaintiff’s said Artistic Packaging/ Trade Dress in relation to the Impugned Goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Packaging/ Trade Dress or any other packaging/ trade dress identical or similar to the Plaintiff’s said Artistic Packaging/ Trade Dress so as to infringe the Plaintiff’s copyright subsisting in the said Artistic Packaging/ Trade Dress;

(b) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the Impugned Word Mark and Impugned Packaging/ Trade Dress or any mark which is identical or similar to the said Trade Marks in relation to the Impugned Goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Word Mark and Impugned Packaging/ Trade Dress or any other mark which is identical or similar to the Plaintiff's registered said Trade Marks so as to infringe the Plaintiff's registered said Trade Marks bearing numbers 2130519 (for said Trade Mark 1), 2822077 (for said Trade Mark 2) and 579838, 588219, 1670418 and 1670428 (for said Trade Mark 3), and 904238, 1994707, 1994709, 1994711, 2318178 (for said Trade Mark 4), all in class 2;

(c) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the Impugned Word Mark and Impugned Packaging/ Trade Dress or any other mark or packaging/ trade dress identical or similar to the Plaintiff's said Trade Marks and said Artistic Packaging/ Trade Dress in relation to the Impugned Goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Word Mark and/or Impugned Packaging/ Trade Dress or any other mark of packaging/ trade dress identical or similar to the Plaintiff's said Trade Marks and said Artistic Packaging/ Trade Dress so as to pass off or enable others to pass off the Defendant's Impugned Goods as being those of the Plaintiff."

4. Decree to be drawn up accordingly.
5. Refund of Court-fees as per Rules.
6. In view of above, nothing survives for consideration in pending Interim/Civil Applications, if any, and the same stand disposed of.

7. The Court Receiver's Report is disposed of.
8. Court Receiver is discharged without passing of accounts. The costs, expenses and charges of the Court Receiver to be borne by the Plaintiff within a period of seven days upon being called upon by office of Court Receiver.

[Sharmila U. Deshmukh, J.]