

THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP NO. 270 OF 2025
SUIT FOR INFRINGEMENT OF COPYRIGHT, TRADE
MARK AND FOR PASSING OFF

Asian Paints Limited)
a public limited company)
incorporated under the Indian)
Companies Act, 1913, having its)
registered office at 6A, Shanti)
Nagar, Santacruz (East),)
Mumbai – 400055, Maharashtra)Plaintiff

Versus

Ramnath Bhaskar Jorwar)
trading as 3-S Paints and)
Cement Articles and also as)
Nirmal Trading Corporation)
having address at Gat No.)
89/3A/5 at Nagvadi Post:)
Samsherpur, Tal: Akole, District)
Ahmednagar, Maharashtra –)
422601.)

Also at)
1507, C/O Datta Bhadale)



Godown, Saswad Road,)
Mantarwadi, Uruli Devachi,)
Pune, Maharashtra – 412308)

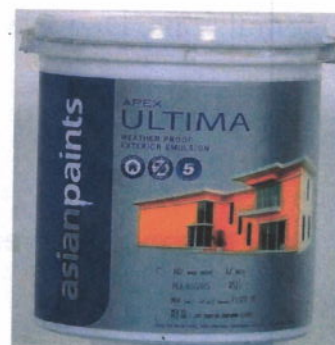
Also at)
First Floor, Flat No 15,)
Vaishanvi Angan, Singhgad)
Road, Vadgaon Budruk, Pune,)
Maharashtra – 411041.)Defendant

CONSENT TERMS

1. By consent, Leave Petition (L) No 19998 of 2023 under Clause XIV of the Letters Patent Act be granted.
2. The Plaintiff abovenamed has filed the present suit against the Defendant abovenamed praying inter alia for reliefs of infringement of copyright in the original artistic work in its artistic packaging/ trade dress viz ‘



✓ *Ravindra*



‘labels; infringement of its registered said Trade Marks TRACTOR, TRUCARE, APEX ULTIMA and ROYALE and for passing off the Defendant’s goods such as emulsions, paints etc bearing the infringing packaging / trade dress viz. ‘



and infringing mark ‘TOP-SHINE ULTIMATE ROYAL’ comprising of ‘ROYAL’ and for other reliefs as more particularly mentioned in the plaint.

3. The Defendant hereby acknowledges the proprietary rights of the Plaintiff in its above mentioned well known said Trade Marks and its above mentioned said Artistic Packaging/ Trade Dress being used by the Plaintiff in relation to its paints,

Handwritten signature

emulsions, lacquers, varnishes, wall and wood fillers (putties), etc as more particularly mentioned in the plaint.

4. The Defendant agrees and undertakes that he shall not hereafter



use the infringing packaging/ trade dress viz. ‘



, ‘ and infringing mark ‘TOP-SHINE ULTIMATE ROYAL’ comprising of ‘ROYAL’ or any other packaging/ trade dress or trade mark, in relation to any goods/services, which are identical/similar to the Plaintiff’s above mentioned said Artistic Packaging/ Trade Dress and said Trade Marks.

5. The Defendant accordingly submits to a decree in terms of prayer clauses (a), (b) and (c) to the plaint which are reproduced hereunder:

“(a) the Defendant, directly or indirectly, by

Y. Ramakrishna

himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him 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 himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him 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

Y. Srinivas

Marks so as to infringe the Plaintiff's registered said Trade Marks bearing numbers 2130519 (for said Trade Mark 1), 3335596 (for said Trade Mark 2), 2130512 (for said Trade Mark 3) and 944265, 1299194, 1841835, 1841836, 1994713, 1994715, 1994716, 1994718, 1994719, 1994721, 1994723, 1994724, 2085431, 2276312, 2398737, 3050117, 3259454, 3259458, 3272234, 3272235, 3272236, 3286762, 3559542 (for said Trade Mark 4), all in class 2;

(c) the Defendant, directly or indirectly, by himself, his concerns, partners, servants, employees, agents, dealers, distributors and all persons claiming under him 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"

✓ *Ranbham*

6. The Defendant undertakes that entire stock of finished and unfinished products, packaging material bearing the Impugned Packaging/ Trade Dress and Impugned Word Mark seized by the Local Commissioner/Court Receiver in pursuance of the order dated 28 July 2023 shall be destroyed by the parties in the presence of their representatives, within a period of 2 weeks from the date of filing of these terms.
7. The Defendant agrees and undertakes to this Hon'ble Court that he has not filed and shall not file any applications in future for registration of the Impugned Packaging/ Trade Dress or the Impugned Word Mark and / or for any other marks which are identical or similar to the Plaintiff's registered said Trade Marks or said Artistic Packaging/ Trade Dress before the Trade Marks Registry as well as Copyright office. The Defendant further agrees and undertakes that he shall not take any steps to revive the application no 2249328 in class 2 for the mark 'ROYAL SILK', which is 'abandoned' and shall not file any fresh application for this mark. In case, the Defendant has filed any application/s, he undertakes to withdraw all such applications/registrations within 30 days from the date of filing

✓ *Dent*

of these terms. The Defendant shall simultaneously forward copies of such letters seeking cancellation of its applications/registrations duly acknowledged by the Trade Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

8. The Defendant has paid an amount of INR 1,00,000 (Rupees One Lakh only) to the Plaintiff vide Demand Draft no 004247 dated 11/03/2025 drawn in favour of the Plaintiff viz 'Asian Paints Limited'.
9. In the event, the Defendant is found in breach of the abovementioned undertakings, it shall be liable to payment of liquidated damages of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Plaintiff and such breach shall be deemed to be a contempt of this Court. The Plaintiff reserves its right to such legal remedies as may be available to the Plaintiff under the law including claim for aforesaid liquidated damages.
10. Copy of the power of attorney in favour of Yash Patade, Authorized Signatory of the Plaintiff is annexed herewith as

Yash Patade

Annexure A. Copy of the Aadhar Card of Ramnath Bhaskar

Jorwar, the Defendant is annexed herewith as **Annexure B.**

11. Refund of court fees as per rules.

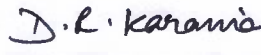
Dated this 15th day of April 2025

For Asian Paints Limited

x 

XX
Yash Patade
(Authorized Signatory of the
Plaintiff)

XX 
Ramnath Bhaskar Jorwar


For Khaitan & Co
Advocates for the Plaintiff


Advocate for the Defendant

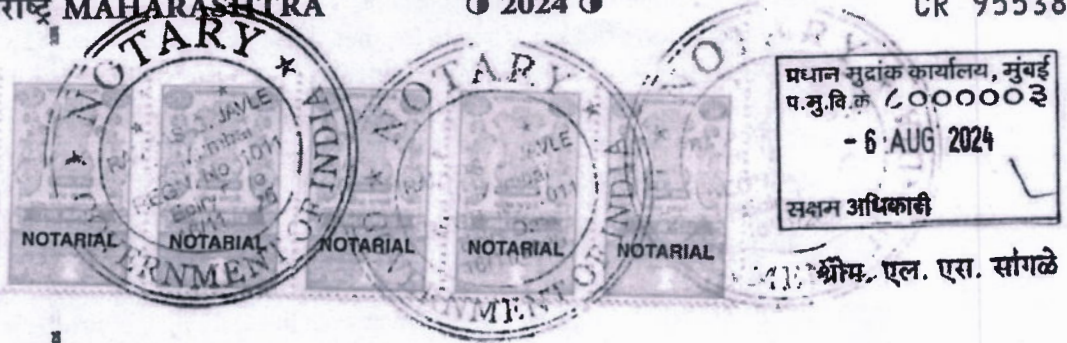
'ANNEXURE - A'



महाराष्ट्र MAHARASHTRA

2024

CR 955389



POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Ami Parikh, presently working as General Manager - Legal for Asian Paints Limited, a Company registered under the provisions of the Indian Companies Act, 1913, and governed by the provisions of the Companies Act, 2013, having its Registered Office at 6 A Shantinagar, Santacruz (East), Mumbai 400055 (hereinafter referred to as 'the Company') SEND GREETINGS:

Ami Parikh

Ami



WHEREAS I am the duly constituted Attorney of the Company by virtue of the Power of Attorney dated February, 24th 2023 and as such as per Clause 11 of the said Power of Attorney, I am empowered to sub-delegate any or all of any powers delegated to me, to one or more Executives of the Company.

NOW KNOW TO ALL THAT I, Ami Parikh, presently working as General Manager - Legal, am desirous of appointing some fit and proper person to act as an Attorney for and on behalf of the Company and I do hereby nominate, constitute, and appoint Mr. Yash Patade - Executive-I - Legal, to act in the name and on behalf of the Company and to lawfully do and execute all or any of the following acts, deeds, matters and things in respect of the aforesaid branch of the Company that is to say :-

1. To file and defend any Commercial Intellectual Property suit and for that purpose to engage lawyers, pleaders, send notice, verify and sign complaints, written statements, affidavits, petitions, writs, revisions, consent terms and application of all kinds and to file them in any Court or Office of Law and also to file necessary criminal complaints with prior written approval from the Company against any individual or entity for any such violation of the Company's intellectual property rights with the appropriate enforcement agency, courts, Department of Police or any special agency of the State for this purpose and to take all necessary action for and on behalf of the Company.

PROVIDED ALSO that this Power of Attorney shall ipso facto stand terminated if the said Attorney resigns from the Company's employment or on his ceasing to be in such employment or on his leaving such employment or on his transfer by the Company from the present place of employment for any reason whatsoever.

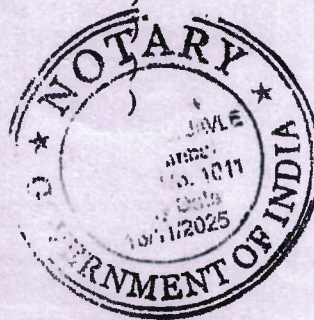
PROVIDED that the said Attorney shall keep the Company informed, in writing, of all acts, deeds or things done by him by virtue of these presents.



THE COMPANY do hereby agree to ratify and confirm whatever the said Attorney shall do or purport to do or cause to be done lawfully by virtue of these present.

EXECUTED ON THIS 8th day of July, 2024.

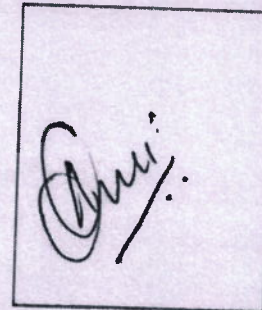
Signed and Delivered by the within)
named Mrs. Ami Parikh)
General Manager - Legal)



Ami Parikh



Left Thumb impression



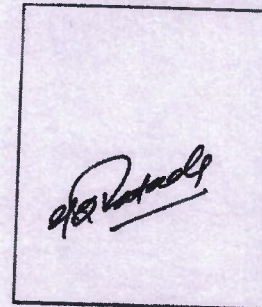
Signature



Yash Patade



Left Thumb impression



Signature

BEFORE ME
Ramdas S. Javle
RAMDAS S. JAVLE
B.Com., LL.B.
Notary Greater, Mumbai

- 8 SEP 2024

RAMDAS S. JAVLE
Adv.
Notary G.
Flat No. 4, Sadash
Golibar, 4th floor, Sadash
Mumbai - 400 055.
Mob. No. :- 9820487077

Ramdas S. Javle
S. No. 825124

भारत सरकार
GOVERNMENT OF INDIA

रामनाथ भास्कर जोरवार
Ramnath Bhaskar Jorwar
जन्म तारीख/ DOB: 05/05/1977
पुरुष / MALE

4135 6186 4396

आधार-सामान्य माणसाचा अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता:
14/15 वैष्णवी आंगण एस न
65, न-हे रोड, धायरी फाटा
वडगाव बुद्रुक, पुणे शहर,
पुणे,
महाराष्ट्र - 411041

Address:
14/15 Vaishnavi Angan s no 65,
Narhe Road, Dhayari Phata Vadgaon
Budruk, Pune City, Pune,
Maharashtra - 411041

4135 6186 4396

Aadhaar-Aam Admi ka Adhikar

Ramnath

IN THE HIGH COURT OF
JUDICATURE AT BOMBAY
O. O. C. J.
IN ITS COMMERCIAL DIVISION
COMIP NO. 270 OF 2025

Asian Paints Limited

...Plaintiff

V/s.

Ramnath Bhaskar Jorwar trading as 3-S
Paints and Cement Articles and also as
Nirmal Trading Corporation

... Defendant

CONSENT TERMS

DATED THIS 15th DAY OF
APRIL 2025

Khaitan & Co
Advocates for the Plaintiff
One World Center (Earlier Indiabulls
Centre), 13th Floor
Tower 1C, 841 Senapati Bapat Marg,
Elphinstone Road
Mumbai 400 013
Advocate Code No. I-955
O. S. Registration No. 8338

Email:

litigation.mumbai@khaitanco.com
