



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

COMMERCIAL IP SUIT NO. 355 OF 2025

Jetharam Nemaram Gehlot and Others

...Plaintiff

Versus

Mehrunnisa Arif Lamba and others

...Defendant

WITH
COURT RECEIVER'S REPORT NO. 72 OF 2024
IN
COMMERCIAL IP SUIT NO. 355 OF 2025

Mr. Ayush Tiwari i/b Mr. Shekhar Bhagat and Ms. Neelaja Kirpekar for Plaintiff.

Mr. Jacob Kadantot for Defendant.

Coram : Sharmila U. Deshmukh, J.

Date : 16th July, 2025.

P. C. :

1. This Court is informed that the matter has been settled between the Parties and Consent Terms are tendered, which is taken on record and marked 'X' for identification.
2. The Consent Terms are signed by the Power of Attorney holder of Plaintiff No. 1 and authorized representative of Plaintiff Nos. 2 and 3 and by the Power of Attorney holder of Defendant. The Power of Attorney and the Board Resolution are annexed to the Consent Terms. The Authorized Representative of Plaintiff and as well as the

Constituted Attorney of Defendant are present in Court. Their identities are verified by their respective Counsel and by their identity cards which are annexed to the Consent Terms. The Constituted Attorney of Defendant reiterates the terms of the Consent Terms and submits to a decree on admission in terms of prayer clauses (a) and (b) of the Plaint. The statements made in the Consent Terms are accepted as undertaking given to this Court. The suit is decreed in terms of prayer clauses (a) and (b) of the Plaint, which reads as under:

“a) that this Hon'ble Court be pleased to restrain the Defendant by himself, through his partners, directors, agents, servants, stockists, dealers and/or distributors, exporters and/or any other person claiming through the Defendant by an Order and Decree of Perpetual Injunction of this Hon'ble Court from infringing the Plaintiff No.1's registered trademarks bearing registration Nos. 471462, 497613, 1136815, 1070500, 1636297, 2085103, 2134029, 2601858, 2601860, 2711649, 3007287, 3016643, 1878946, 3335378, 3335379, 2690040, 3461277, 1982145, 3670531, 3670532, 1961147, 1971709, 1971710, 1971712, 2086024, 2154178, 2195850, 2601861, 2571017, 2665099, 2665101, 2690041, 2692773, 2692777, 2796337, 2713226 2997639, 2081474, 3219304, 5388769, 53911253335380, 5454043, 5476420, 5490569 and 4574888 by using the impugned trade mark 'NISA' as shown in Exhibit 'P-3' hereto, and/or any other deceptively similar trade mark, so as to infringe the registered trade mark/s of the Plaintiff No.1 in any manner whatsoever;

b) that this Hon'ble Court be pleased to restrain the Defendant by himself, through his partners, directors, agents, servants, stockists, dealers and/or distributors, exporters and/or any other person claiming through the Defendant, by an Order and Decree of Perpetual Injunction of this Hon'ble Court from manufacturing and/or trading and/or otherwise dealing in the products

bearing the impugned trade mark 'NISA' as shown in Exhibit 'P-3' hereto, or any other trade mark, deceptively similar to the Plaintiff No.1's well-known trade mark 'NISHA' so as to pass off or enable others to pass off the Defendant's goods as and for the Plaintiff No.1's well known goods or in any other manner whatsoever."

3. Refund of Court-fees as per Rules.
 4. Court Receiver's Report No. 72 of 2024 is disposed of.
 5. Court Receiver stands discharged without passing of accounts.
- The Plaintiff is directed to make payment of all charges, costs and expenses within the period of eight days of demand being raised by the Court Receiver.
6. Decree to be drawn up accordingly.
 7. In view of above, nothing survives for consideration in the pending Applications, if any, and the same stand disposed of.

[Sharmila U. Deshmukh, J.]