

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

INTERIM APPLICATION NO. 1483 OF 2024
WITH
COURT RECEIVER'S REPORT NO. 303 OF 2023
IN
COMMERCIAL IP SUIT NO. 283 OF 2023

The Supreme Industries Limited

...Applicant/Plaintiff

Versus

Keshav Industries

...Defendant

WITH
INTERIM APPLICATION (L) NO. 8749 OF 2024
IN
COMMERCIAL IP SUIT NO. 283 OF 2023

Mr. Vinod Bhagat a/w Ms. Sonam Pradhan i/b Mr. Vinod Bhagat for Plaintiff.
Mr. Deepak S. Bhalerao, 2nd Assistant to Court Receiver, Present.

CORAM : ARIF S. DOCTOR, J.

DATE : 25th NOVEMBER 2025

P.C.

1. At the outset, Mr. Bhagat, learned counsel appearing on behalf of the Plaintiff, submitted that by an order dated 18th July 2023, this Court had granted the Plaintiff interim reliefs in terms of prayer clauses (a) and (c) of the Interim Application and had also appointed an Additional Special Receiver, as the Defendant was situated in Patna, Bihar.

2. Mr. Bhagat submitted that when the Additional Special Receiver proceeded to execute the said ex parte ad-interim order, he found the Defendant was using four additional infringing marks. Consequently, the Plaintiff amended the Plaint and the Interim Application to seek reliefs against these additional marks as well. He pointed out that this Court, by its order dated 18th September 2025, granted leave to amend, and therefore the Plaintiff now seeks interim relief in terms of the amended prayer clauses (a) and (b).

3. Learned counsel then submitted that although the Defendants entered appearance on 15th October 2025, they have not appeared thereafter.

4. He pointed out that the present Suit was filed for infringement of the Plaintiff's registered trade mark **SUPREME** and for passing off. The Plaintiff, he submitted, was one of India's leading plastic processing companies, operating seven business divisions, including a substantial division engaged in the manufacture, marketing and export of pipes and pipe fittings. He pointed out that the Plaintiff exports extensively to countries including Germany, France, the United Kingdom, Australia, New Zealand, the United States, the UAE, and Muscat.

5. Mr. Bhagat then referred to the Plaint to show that the Plaintiff had conceived and adopted the trade mark **SUPREME** in 1987 for use in relation to its goods. The mark functions as the Plaintiff's house mark and has been used continuously since March 1987 across all products of the Plaintiff.

6. He submitted that **SUPREME** has, over decades of extensive use and promotion, acquired distinctiveness and a strong secondary meaning in the market, being exclusively associated with the Plaintiff in the minds of

consumers. Thus, in addition to common law rights, the Plaintiff, as the registered proprietor of multiple bearing SUPREME also enjoys statutory protection.

7. He invited my attention to paragraph 6 of the Plaint, Mr. Bhagat to point out the Plaintiffs various registrations in which the word SUPREME constitutes the leading and essential feature. He then referred to the relevant registration certificates appended as Exhibit D to the Plaint and invited attention to the Plaintiff's sales turnover statement at Exhibit C (pp. 71–72). He relied on paragraph 5 of the order dated 18 July 2023, which records:

“The sales turnover of the Plaintiff for its trade mark SUPREME for the year 2021–2022 is in excess of Rs. 7772 crores and the Plaintiff has spent an amount of more than Rs. 62 crores towards advertisements, publicity and sales promotion expenses using the trade mark SUPREME...”

8. Mr. Bhagat further invited my attention to page 336 of the Plaint to point out how the Defendant was using the mark SUPREME and was also raising invoices which used SUPREME.

9. It was thus that Mr. Bhagat submitted that the Plaintiff was entitled to further reliefs in terms of amended prayer clauses (a) and (b).

10. Having heard Mr. Bhagat and upon perusing the Plaint and the annexures, I am satisfied that the Plaintiff has made out a strong prima facie case. The material on record clearly establishes the Plaintiff's prior adoption, long-standing use, statutory rights and substantial goodwill in the trade mark SUPREME. The Defendant's use of the impugned marks SUPREME and KESHAV SUPREME prima facie amounts both to infringement and passing off. My view is

further reinforced by the observations in the order dated 18th July 2023 passed in Interim Application (L) No. 19231 of 2023 in Commercial IP Suit (L) No. 18950 of 2023 by which this Court held the Plaintiff to be entitled to interim relief in terms of prayer clauses (a) and (c). Those observations remain unchallenged and pertain to the very same Defendant engaged in manufacturing and selling the impugned goods and will thus squarely also apply even to the Plaintiffs entitlement to the amended prayer clauses (a) and (b).

11. The Plaintiff is therefore entitled to interim relief in terms of amended prayer clauses (a) and (b), which read as follows:

"a pending the hearing and final disposal of the suit the Defendant by themselves, their proprietor/partners, servants, agents, distributors, assignees and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing marketing, distributing, selling and/or using in any manner whatsoever in relation to their pipes and other like goods used in the plastic industry, the impugned marks SUPREME and KESHAV SUPREME, PRINCE SUPREME, USHA SUPREME GANGOTRI SUPREME AND AMAR SUPREME or any mark/s identical with and/or deceptively similar to the Plaintiff's trade mark SUPREME, so as to infringe upon the Plaintiff's said trade mark SUPREME as also mark/s wherein the word SUPREME occupies the leading and essential feature and registered under Nos. 1482106, 2010536 and 2410805, all in class 17;

b. pending the hearing and final disposal of the suit, the Defendant by themselves, their proprietors/partners, servants, agents, distributors, assignees and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing marketing, distributing, selling and/or using in any manner whatsoever in relation to their pipes and other like goods used in the plastic industry, the impugned marks SUPREME and KESHAV SUPREME, PRINCE SUPREME, USHA SUPREME, GANGOTRI SUPREME AND AMAR SUPREME or any mark/s identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade mark SUPREME, so as to pass off the Defendant's goods and business as and for those of the Plaintiff or in some way connected or associated therewith;"

12. The Interim Application is, accordingly, allowed in terms of prayer clauses (a) and (b).
13. The Interim Application stands disposed of.
14. The Court Receiver shall stand discharged upon the Plaintiff/Applicant undertaking to pay all costs, charges and expenses incurred by the Receiver.
15. The Court Receiver's Report No. 303 of 2023 is disposed of without passing of accounts.

(ARIF S. DOCTOR, J.)