

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

INTERIM APPLICATION NO. 3209 OF 2025

IN

COMMERCIAL IP SUITS NO. 47 OF 2025

Asian Paints Limited

...Applicant/Plaintiff

Versus

Ashok Garg

...Defendant

WITH

COURT RECEIVER'S REPORT NO. 330 OF 2023

IN

COMMERCIAL IP SUITS NO. 47 OF 2025

Mr. Vinod A. Bhagat a/w Ms. Prachi Shah & Ms. Twisha Singh i/b Vinod Bhagat
for Plaintiff.

Mr. Deepak Bhalerao, 2nd Assistant to the Court Receiver.

CORAM : ARIF S. DOCTOR, J.

DATE : 20th SEPTEMBER 2025

P.C.

1. The matter was on board today under the caption for at-interim relief.
2. Mr. Bhagat, at the outset points out that this is a counterfeit action inasmuch as the defendants have been manufacturing/selling counterfeit products of the applicant/plaintiff. He submits that at the time when the suit was filed, the applicant/plaintiffs were aware of only one such counterfeit product being sold by the defendants under the name of ACE Syine.

3. It was in these circumstances, the applicant/plaintiff filed the captioned suit for infringement of trademark, copyright and passing off.

4. Mr. Bhagat, has invited my attention to the *ex-parte* ad-interim order dated 3rd August 2023 by which this Court granted the applicant/plaintiff *ex-parte* ad-interim relief in terms of prayer clauses (a), (b), (d) and (e) of the interim application.

5. Mr. Bhagat then points out that during the course of execution of the *ex-parte* ad-interim order the applicant/plaintiffs became aware of the fact that defendants were additionally manufacturing, marketing and selling 14 additional counterfeit products of the applicant/plaintiff. He submits that applicant/plaintiff therefore amended the plaint to include these 14 additional counterfeit products and also seek appropriate reliefs against the defendants in respect of these 14 additional counterfeit products.

6. Mr. Bhagat, places reliance upon an affidavit of service dated 7th June 2025 to prove service of the amended plaint on the defendants. He further places reliance on an order dated 17th July 2025 by which this Court was granted the applicant/plaintiff leave under the provisions of Clause XIV of the Letters Patent and permitted the applicant/plaintiff to combine the cause of action for passing off, this cause action for infringement of trademark and copyright.

7. At this stage he points out that the order was passed after the respondent had entered appearance. Today however, none appears and Mr. Bhagat after taking me through the plaint as also pointed out the fact that the 14 additional products in respect of which today further reliefs are pressed for are plainly

counterfeit products and submits that that applicant/plaintiff would be entitled in these circumstances to additional ad-interim relief in terms of prayer clauses (a)(i), (b)(i), (c) & (c)(i).

8. After having heard Mr. Bhagat and having perused the previous orders passed and also noting that the additional products in respect of which reliefs are sought for are prima facie in my view plainly counterfeit products, coupled with the facts that the defendants though served, have chosen not to today appear. Nor file any affidavit in reply.

9. In any manner disputing the case pleaded by the plaintiff, in my view, the applicant/plaintiff would be entitled for the reliefs which are pressed today. Hence, I grant ad-interim relief in terms of prayer clauses (a)(i), (b)(i), (c) & (c)(i) which reads thus:

“(a)(i) pending the hearing and final disposal of the suit, the Defendants by themselves, their proprietor/partners, servants, agents, distributors, assignees, stockists and all those connected with the Defendants in their business be restrained by an order and temporary injunction of this Hon’ble Court from manufacturing, filling, distributing, storing, selling, stocking, offering for sale and/or using in any manner whatsoever in relation to their emulsion, distemper, enamel, wall primer, paints and any other like goods used in the paint industry, the impugned counterfeit marks TRACTOR emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE GLOSS premium enamel, ROYALE luxury emulsion, APEX ULTIMA, APEX DUST PROOF, ACE exterior emulsion, ACE SPARC exterior emulsion, TRUCARE exterior wall primer and TRUCARE ECONOMY wall primer or any mark/s identical with and/or deceptively similar to the Plaintiff’s trade marks TRACTOR, TRACTOR

emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE, APCOLITE GLOSS premium enamel, ROYALE, ROYALE luxury emulsion, APEX, APEX ULTIMA, APEX DUST PROOF, ACE exterior emulsion, ACE SPARC exterior emulsion, TRUCARE, TRUCARE exterior wall primer and TRUCARE ECONOMY wall primer, so as to infringe upon the Plaintiff's aforesaid trade mark TRACTOR registered under Nos. 142226, 523717, 523718, 898590, 901104, 901105, 965442, 1011638, 1154821, 2318162, 2318166, 2318170, 2318174, 2510388, 2715856, 2760260, 2983986, 3348476, 3848601, 5166630, and 5437068; the trade mark TRACTOR emulsion registered under No. 2130519; the TRACTOR UO acrylic distemper registered under No. 2643428; the trade mark TRACTOR SHYNE emulsion registered under No. 4636208; the trade mark TRACTOR SPARC economy emulsion registered under No. 5437067; the trade mark APCOLITE registered under Nos. 154797, 226466, 513502, 513503, 523720, 523721, 523722, 526706, 543499, 549633, 549634, 549635, 550855, 550856, 550857, 550858, 898877, 898881, 904232, 904248, 904249, 904250, 904260, 904261, 910934, 910936, 944264, 965440, 2615299, 2615307, 2879935, 2879939, 3559541, 3617922, 3617923 and 3852907; the trade mark APCOLITE GLOSS premium enamel registered under No. 2879939; the trade mark ROYALE registered under Nos. 904263, 904264, 944265, 1299194, 1841835, 1841836, 1994713, 1994715, 1994716, 1994718, 1994719, 1994721, 1994723, 1994724, 2085431, 2276312, 2398737, 2398741, 2844865, 2985791, 2985792, 2992271, 3050117, 3176569, 3259455, 3259457, 3259458, 3272234, 3272235, 3272236, 3286762, 3559542, 3569037, 3569038, 3569039, 3569040, 3569041, 3569042, 3570575, 3570576, 3570577, 3570602, 3661422, 3661423, 3680416, 4632840, 4768409, 4768415, 4881194, 5027899, 5084327, 5401880, 5415550 and 5481974; the trade mark ROYALE luxury emulsion registered under No. 3259454; the trade mark APEX registered

under Nos. 857108, 1502650, 1590635, 1863376, 2130509, 2130512, 2356428, 2985794, 2985795, 3228767, 3692138, 3852908, 4586633, 4930048, 4930050; the trade mark APEX ULTIMA registered under Nos. 1502650, 1891276, 1891277, 1891278, 1891279, 1902541, 1902542, 1902543, 1902544, 2238038, 2460002, 2460007, 2723455, 2723456, 2727050, 2727051, 3476287, 3570573, 3570574, 3771808, 3771809, 3771810, 3771811, 3852905, 3852906, 2760258, 2760259, 3570608, 3570610; the trade mark APEX ULTIMA registered under No. 2130512; the trade mark APEX DUST PROOF registered under No. 4930049; the trade mark ACE exterior emulsion registered under No. 4319714; the trade mark ACE SPARC exterior emulsion registered under No. 4183591; the trade mark SMARTCARE registered under Nos. 2238033, 2238034, 2238035, 2238036, 2270577, 2305668, 2323226, 2548997, 2554033, 2579646, 3008113, 3120356, 3120357, 3348475, 3372123, 3377861, 3442255, 3500178, 3500179, 3595236, 3680412, 3680413, 3848603, 4624038, 4624039, 4635129, 5166628, 5467728 and 5471003; the trade mark TRUCARE registered under Nos. 3009766, 3046398, 3317293, 3317294, 3317295, 3317296, 3317297, 3317298, 3335595, 3335598, 3389678, 3389679, 3389680, 3389681; the trade marks TRUCARE interior and exterior wall primer registered under Nos. 3335596, 3335597 & 3389677 and the trade mark TRUCARE ECONOMY interior wall primer registered under No. 3348329, all in class 02;

(b)(i) pending the hearing and final disposal of the suit, the Defendants by themselves, their proprietor/partners, servants, agents, distributors, assignees, stockists and all those connected with the Defendants in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, filling, distributing, storing, selling, stocking, offering for sale and/or using in any manner whatsoever in relation to their emulsion, distemper, enamel, wall primer, paints used in the paint industry, the impugned pirated

artworks depicted on its TRACTOR emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE GLOSS premium enamel, ROYALE luxury emulsion, APEX ULTIMA, APEX DUST PROOF, ACE exterior emulsion, ACE SPARC exterior emulsion, SMARTCARE DAMP PROOF, TRUCARE interior wall primer, TRUCARE exterior wall primer and TRUCARE ECONOMY interior wall primer labels (appended at Exhibit I1 to the Plaintiff), bearing a colour scheme, lay-out, get-up, style, artwork and representation or any other artwork which is identical with and/or is substantially/strikingly similar as regards the colour scheme, lay-out, get-up, style, artwork and representation depicted on the Plaintiff's original artistic labels of TRACTOR emulsion (appended at Exhibit D9 to the Plaintiff), TRACTOR UNO (appended at Exhibit D13 to the Plaintiff), TRACTOR SHYNE emulsion (appended at Exhibit D18 to the Plaintiff), TRACTOR SPARC economy emulsion (appended at Exhibit D21 to the Plaintiff), APCOLITE GLOSS premium enamel (appended at Exhibit D25 to the Plaintiff), ROYALE luxury emulsion (appended at Exhibit D29 to the Plaintiff), APEX ULTIMA (appended at Exhibit D35 to the Plaintiff), APEX DUST PROOF (appended at Exhibit D40 to the Plaintiff), ACE exterior emulsion (appended at Exhibit D43 to the Plaintiff), ACE SPARC exterior emulsion (appended at Exhibit D47 to the Plaintiff), SMARTCARE DAMP PROOF (appended at Exhibit D52 to the Plaintiff), TRUCARE interior wall primer (appended at Exhibit D56 to the plaintiff), TRUCARE exterior wall primer (appended at Exhibit D57 to the Plaintiff) and TRUCARE ECONOMY wall primer (appended at Exhibit D58 to the Plaintiff), so as to infringe upon the Plaintiff's subsisting copyrights in its TRACTOR emulsion, TRACTOR shyne emulsion, TRACTOR SPARC economy emulsion, ROYALE luxury emulsion, APEX ULTIMA weatherproof exterior emulsion, ACE exterior emulsion, ACE SPARC exterior emulsion and SMARTCARE DAMP PROOF labels and so as to infringer upon the Plaintiff's copyrights vesting in its TRACTOR UNO acrylic distemper label registered under No. A-113233/2015 dated 24.02.2015, in its APEX DUST

PROOF label registered under No. A-14674/2023 dated 14.07.2023, in its APCOLITE GLOSS premium enamel label registered under No. A-118156/2017 dated 05.07.2017, in its TRUCARE interior wall primer label registered under No. A-127250/2018 dated 26.10.18, in its TRUCARE exterior wall primer label registered under No. A-120500/2017 dated 21.09.17 and in its TRUCARE ECONOMY interior wall primer registered under No. A-127255/2018 dated 26.10.2018;

(c) pending the hearing and final disposal of the suit, the Defendants by themselves, their proprietor/partners, servants, agents, distributors, assignees, stockists and all those connected with the Defendants in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, filling, distributing, storing, selling, stocking, offering for sale and/or using in any manner whatsoever in relation to their emulsion, paints and such other like goods used in the paint industry, the impugned counterfeit marks ASIAN PAINTS, the Device of Gattu being a Boy holding a Brush in his hand, the AP logo and ACE SHYNE exterior emulsion and the impugned trade dress of ACE SHYNE exterior emulsion or any mark or trade dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade marks ASIAN PAINTS, Device of GATTU, the AP Logo, ACE and ACE SHYNE exterior emulsion and the Plaintiff's distinctive trade dress used on its ACE SHYNE exterior emulsion containers including the trade dress of the logo Device of GATTU being the Device of a Boy holding a brush in his hands, so as to pass off their goods and business as and for those of the Plaintiff or in some way connected or associated therewith;

(c)(i) pending the hearing and final disposal of the suit, the Defendants by themselves, their proprietor/partners, servants, agents, distributors, assignees, stockists and all those connected with the Defendants in their business be restrained by an order and temporary injunction of this Hon'ble Court from

manufacturing, filling, distributing, storing, selling, stocking, offering for sale and/or using in any manner whatsoever in relation to their emulsion, distemper, enamel, wall primer, paints and other like goods used in the paint industry, the impugned counterfeit marks TRACTOR emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE GLOSS premium enamel, ROYALE luxury emulsion, APEX ULTIMA, APEX DUST PROOF, ACE exterior emulsion, ACE SPARC exterior emulsion, SMARTCARE DAMP PROOF, TRUCARE interior wall primer, TRUCARE exterior wall primer and TRUCARE ECONOMY interior wall primer all depicted under impugned trade dress or any marks or trade dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade marks TRACTOR, TRACTOR emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE, APCOLITE GLOSS premium enamel, ROYALE, ROYALE luxury emulsion, APEX, APEX ULTIMA, APEX DUST PROOF, ACE, ACE exterior emulsion, ACE SPARC exterior emulsion, SMARTCARE, SMARTCARE DAMP PROOF, TRUCARE, TRUCARE interior wall primer, TRUCARE exterior wall primer and TRUCARE ECONOMY interior wall primer and the Plaintiff's distinctive trade dress used on its TRACTOR emulsion, TRACTOR UNO, TRACTOR SHYNE emulsion, TRACTOR SPARC economy emulsion, APCOLITE GLOSS premium enamel, ROYALE, ROYALE luxury emulsion, APEX ULTIMA, APEX DUST PROOF, ACE exterior emulsion, ACE SPARC exterior emulsion, SMARTCARE DAMP PROOF, TRUCARE interior wall primer, TRUCARE exterior wall primer and TRUCARE ECONOMY wall primer so as to pass off their goods and business as and for those of the Plaintiff or in some way connected or associated therewith;"

10. It is clarified that this order is in addition to the previous order dated 3rd August 2023.

11. Let a copy of this order be served upon the defendants forthwith.
12. Stand over to **8th October 2025**.
13. It is made clear that if on the next date, none appears on behalf of the defendant, the Court shall proceed to take up the interim application for final disposal.
14. The advocates for the applicant/plaintiff are directed to intimate this fact to the defendants and to finalize the matter smoothly by submitting an affidavit of service.

(ARIF S. DOCTOR, J.)