

**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 SUIT NO. 47 OF 2025**

Asian Paints Limited

...Applicant/Plaintiff

Versus

Ashok Garg

...Defendant

WITH
COURT RECEIVER REPORT NO.330 OF 2023

Mr. Vinod Bhagat a/w Mr. Siddhant Gupta, Ms Sonam Pradhan i/b Vinod Gupta for Plaintiff.

Mr. Deepak Bhalerao, Second Assistant to Court Receiver.

**CORAM : ARIF S. DOCTOR, J.
DATE : 8th OCTOBER, 2025.**

P.C.

1 Mr. Bhagat has pointed out that in compliance with previous order dated 20th September 2025, the Defendant has been duly served. Affidavit of service has been filed in the registry. It is thus, Mr. Bhagat today presses that the interim application to be taken up for hearing.

2 Mr. Bhagat has then invited my attention to the exparte ad-interim order dated 3rd August 2023, by which the Applicant/Plaintiff was granted exparte ad-interim relief in terms of prayer clauses (a), (b),(d) & (e). Mr. Bhagat pointed out that this Court had vide an order dated 17th July 2025

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 of infringement of trademark. Learned Counsel then pointed out that the plaint came to be amended thereafter and 14 additional Defendants' products were found and these additional prayers namely prayer clauses (a)(i), (b)(i) and (c)(i) came to be added. Mr. Bhagat pointed out that this Court via order dated 20th September 2025 granted the Applicant/Plaintiff additional interim relief in terms of prayer clauses (a)(i), (b)(i), (c) and (c)(i). He then pointed out that the order has been duly communicated to the Defendant.

3 It is in this backdrop that Mr. Bhagat, has today submitted that the interim application be made absolute in terms of prayer clauses (a), (a)(i), (b), (b)(i), (c), (c)(i) and (e). Mr. Bhagat points out that the Defendant, though served, has never appeared. The Defendant has also not taken out any application for setting aside / recall of the *ex parte* ad-interim order, nor has any appeal been filed by them. Similarly, he submits that the Defendant has not challenged the order by which the Applicant/Plaintiff granted prayer for passing of. Mr. Bhagat has taken me through the previous order and pointed out that the same was passed after noting that the Applicant/Plaintiff has strong *prima facie* case. The satisfaction of the court that the Applicant/Plaintiff has strong *prima facie* case in support of the prayers sought for is recorded in both *ex parte* order dated 3rd August 2023 as also grant of passing of order dated 20th September 2025 .

4 Having due regard to the submissions made and having noted the fact that today there is no contest by the Defendant to the present interim application though served on more than one occasion, I find that the Applicant/Plaintiff has made out a case for grant of interim relief in terms of prayer clauses (a), (a)(i), (b), (b)(i), (c), (c)(i) and (e). The interim application is accordingly allowed in terms of prayer clauses which read thus (a), (a)(i), (b), (b)(i), (c), (c)(i) and (e):

“(a) 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 any 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, AP logo, ACE and ACE SHYNE exterior emulsion or any mark/s or logo identical with and/or deceptively similar to the Plaintiff's trade marks ASIAN PAINTS, Device of GATTU, the AP Logo, ACE and ACE SHYNE exterior, so as to infringe upon the Plaintiff's trade mark ASIAN PAINTS registered under Nos. 904237, 904238, 965439, 1154822, 154823, 1154824, 1154825, 1154827, 1154831, 1154832, 1154834, 1154835, 1154836, 1154837, 1154838, 1587298, 1587301, 1609251, 1609252, 1609253, 1609254, 1609255, 1609256, 1609257, 1609258, 1609259, 1650391, 1670431, 1670433, 1743551, 1743552, 1743553, 1743554, 1743555, 1847163, 1994707, 1994709, 1994711, 1994714, 1994717, 1994725, 2318178; the trade mark Device of GATTU registered under Nos. 523716, 523723, 902903, 904246, 904265, 944267; the trade mark AP Logo registered under Nos. 2400074, 2400078, 2413392, 2413396, 2413400, 2426513, 3036414, 3046398, 4783233, 4783247, 4809456 and 5139670; the trade mark ACE registered under Nos. 1154829, 2130505, 2389773, 3317297, 4183591, 4319714 and 497476 and the trade mark ACE SHYNE exterior emulsion label registered under No. 4317953, all in class 02;

(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) 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 pirated artwork of ACE SHYNE exterior emulsion depicted on the Defendants' products (appended at Exhibits F hereinabove) or any other artwork/s which is identical with and/or is substantially/strikingly similar to the Plaintiff's original artistic work of ACE SHYNE exterior emulsion (appended at Exhibit D3 hereinabove), so as to infringe upon the Plaintiff's subsisting copyright therein and from using the impugned pirated artwork of the Gattu Device being the caricature of a Boy holding a brush in his hand being identical and/or substantially/strikingly similar to the Plaintiff's original artistic work and logo of the Device of GATTU, so as to infringe upon the said logo duly registered vide registration No. A-51167/91 dated 27.08.1991;

(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;

(e) pending the hearing and final disposal of the suit, this Hon'ble Court be pleased to order and direct the Defendants by themselves, their proprietor/partners from giving and/or making complete disclosure of documents including revealing on oath : (a) the name/s and address/es of the people/parties who have purchased such counterfeit goods from them, (b) the name/s and address/es of the people/entities who place such orders and to whom the Defendants have sold the impugned goods and other like paint preparations bearing the impugned marks depicted under pirated artwork as complained off hereinabove, (c) the name/s and address/es of the people/entities who supply such empty and/or printed buckets to the Defendant, if any, (d) the Defendants' assets; and pursuant to such disclosures being made the said Defendants be restrained from disposing of or dealing with their assets in any manner whatsoever including in a manner which may adversely affect the Plaintiff from recovering damages, costs or other pecuniary remedies from the Defendants as this Hon'ble Court may award;"

5 Interim application accordingly stands disposed of.

6 In so far as Court Receiver's Report No.330 of 2023, the same is allowed in terms of the prayer clauses (a) and (b) and is accordingly disposed of.

[ARIF S. DOCTOR, J.]