

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

**INTERIM APPLICATION (L) NO.22137 OF 2024
IN
COMMERCIAL IP SUIT (L) NO.22083 OF 2024
WITH
COURT RECEIVER REPORT NO.362 OF 2024
WITH
LEAVE PETITION (L) NO.22288 OF 2024**

Atomberg Technologies Private Limited ...Applicant/Plaintiff

Versus

Saakaar Appliances Private Limited ...Defendant

Mr. Hiren Kamod a/w Mr. Vaibhav Keni, Ms. Neha Iyer, Ms. Proutima Ray i/b
Legasis Partners, for the Applicant/Plaintiff.

Ms. Samruddhi Naik i/b Pooja Jain, for Defendant.

Mr. Bhavin Trivedi, Authorized Signatory of the Plaintiff, present.

CORAM : ARIF S. DOCTOR, J.

DATE : 2nd SEPTEMBER, 2025.

P.C.

Commercial Ip Suit (L) No.22083 of 2024

1. Learned counsel today tenders consent terms, by which parties have amicably resolved their disputes and differences under the caption Commercial IP Suit. The consent terms are signed on behalf of the Plaintiff by one Mr. Bhavin Trivedi who is present in Court and is identified by his Advocates. The board resolution authorizing Mr. Bhavin Trivedi who signed consent terms is also annexed to the consent terms. The consent terms are

signed on behalf of the Defendant Nos.1 and 2 by Mr. Amit Kumar Shah in respect of the Defendant No.1 as the Authorized Signatory and in respect of Defendant No.2 as a director. The board resolution of the Defendant No.2 has been appended to the consent terms. Learned counsel for the Defendants identifies Mr. Shah.

3. The consent terms are therefore marked "X" for identification and taken on record. The consent terms are as follows:

CONSENT TERMS

The Plaintiff and Defendants have arrived at an amicable settlement and have mutually agreed that the above Commercial IP Suit be disposed of as per terms set out herein below:

1. The Defendants have no objection to this Hon'ble Court allowing the Leave Petition under Clause XIV of the Letters Patent taken out by the Plaintiff by granting leave in terms of prayer clause (a) of the said Leave Petition under Clause XIV of the Letters Patent.
2. Decree in terms of prayer clauses (a), (b), (c) and (d) to the plaint which are reproduced below and the Defendants undertake to this Hon'ble Court to comply with the same forthwith in the manner as provided herein:
 - a. That the Defendants by themselves, their directors, servants, agents, stockists, distributors, dealers, franchisees, licensees, assigns, predecessors, group companies and all persons claiming through and/or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble

Court from infringing the Plaintiff's registered trade marks, details whereof are set out at Exhibit "A" to the plaint or any of them, by the use of the impugned trade mark AXBERG or any other trade mark identical with and/or deceptively similar to the Plaintiff's registered trade marks, details whereof are set out at Exhibit "A" to the plaint, in respect of the said goods covered by the said registrations or like goods, or in any manner whatsoever;

- b. That the Defendants by themselves, their directors, servants, agents, stockists, distributors, dealers, franchisees, licensees, assigns, predecessors, group companies and all persons claiming through and/or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from using the impugned trade mark AXBERG and/or any other trade mark identical with and/or deceptively similar to the Plaintiff's well-known trade mark ATOMBERG in respect of the impugned goods and or like goods, so as to pass off or enable others to pass off the Defendants' impugned goods or like goods as and

for the Plaintiff's well known goods, or in any other manner whatsoever;

- c. That the Defendants be ordered and directed to take steps to withdraw the trade mark application no.6174532 in class 11 for the impugned trade mark AXBERG and/or any other application for trade mark which is identical with or deceptively similar to the Plaintiff's said trade mark ATOMBERG;
 - d. That the Defendants undertake that there are no goods, labels, boards, hoarding, brochures, uniforms, visiting cards, pamphlets, flyers, advertising material, papers, stationery, printed matter, things and such material or documents with the Defendants bearing or containing the impugned trade mark AXBERG and/or any other trade mark which is identical with and/or deceptively similar to the Plaintiff's said trade mark ATOMBERG;
3. The Defendants agree with the Plaintiff and undertake to this Hon'ble Court that they shall not manufacture, market, package, distribute, sell or deal in the impugned goods or like goods or any other goods, using the impugned trade

mark AXBERG and/or any other trade mark which is identical with and/or deceptively similar to the Plaintiff's said trade mark ATOMBERGor in any manner whatsoever.

4. The Defendants agree and undertake to delete the entry relating to the impugned trade mark AXBERG from their system(s) within a period of 7 days from the date of filing these consent terms and share with the Plaintiff's Advocates video recordings and photographs evincing the same.
5. That the Defendants agree with the Plaintiff and undertake to this Hon'ble Court to withdraw the trade mark application no.6174532 in class 11 for the impugned trade mark AXBERG within a period of 15 days from the disposal of the above suit and submit a copy of such letter / application as filed with the Trade Marks Registry to the Plaintiff's Advocates within a period of 7 days from filing such letter / application. The Defendants further agree with the Plaintiff and undertake that they shall not file any other application for trade mark which is identical with or

deceptively similar to the Plaintiff's said trade mark
ATOMBERG.

6. Solely based on the above undertakings given by the Defendants, the Plaintiff gives up the costs of the suit and damages sought in the suit.
7. By consent, the above Commercial IP Suit (L) No. 22083 of 2024, Interim Application (L) No.22137 of 2024 and Leave Petition (L) No.22288 of 2024 under Clause XIV of the Letters Patent be disposed of in accordance with the terms set out herein-above.

Dated this 2nd day of September, 2025

Atomberg Technologies Pvt. Ltd. **For Saakaar Appliances Pvt. Ltd.**
Plaintiff Saakaar Appliances Pvt. Ltd.

Defendant No.1


Bhavin Trivedi
Authorized Signatory

(Name) Amit Kumar Shah
(Designation) Authorized Signatory


Authorized Signatory

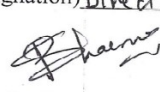
Adsun Lighting Pvt. Ltd.
Defendant No.2

For ADSUN LIGHTING PVT. LTD.

(Name) Amit Kumar Shah
(Designation) Director


Director


Legasis Partners


Pooja Jain

Advocates for the Plaintiff


Advocate for Defendants

4. Accordingly, Commercial IP Suit is disposed of in terms of consent terms.

Leave Petition (L) No.22288 of 2024

5. At the outset, by consent Leave Petition (L) No.22288 of 2024 is allowed.

Court Receiver Report No.362 of 2024

6. The Court Receiver Report is also disposed of. Since nothing further survives.

7. All the necessary costs, charges and expenses of the Court Receiver shall be borne by the Plaintiff.

8. The undertakings in the consent terms are accepted as undertakings given to the Court.

[ARIF S. DOCTOR, J.]