

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

COMMERCIAL IP SUIT (L) NO.20375 OF 2024
WITH
INTERIM APPLICATION (L) NO.20677 OF 2024
AND
LAVE PETITION (L) NO.20900 OF 2024
AND
COURT RECEIVER REPORT NO.370 OF 2024
IN
COMMERCIAL IP SUIT (L) NO.20375 OF 2024

Asian Paints Limited	Plaintiff
versus	
Rakesh Airen Trading as Harshil Industries	Defendant

Mr.Amey Nargolkar with Mr.Shubham Singh i/by Khaitan & Co. for Plaintiff.

Mr.Yash Patade, Representative of Plaintiff, present.

Mr.Rakesh Airen, Defendant, present.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : 9th July 2025

PC :

1. This Court is informed that the matter is settled between the parties and Consent Terms dated 4th July 2025 are tendered. The consent terms are taken on record and marked "X" for identification. The consent terms are signed by the constituted attorney of Plaintiff and the proprietor of the Defendant proprietorship firm. The parties are present through video conferencing and affirmed & reiterated the consent terms. Their identities are verified by their advocates and Aadhar Cards which are placed on record.

2. The Defendant submits to the decree in terms of prayer clauses (a) and (b) of the plaint. Upon interaction Defendant accepts that he

has read the consent terms and submits to a decree on admission in terms of prayer clauses (a) and (b) of the plaint.

3. The statements made in the consent terms are accepted as undertakings given to this Court. The suit is decreed in terms of prayer clauses (a) and (b) of the plaint, which reads thus :

“(a) The Defendant, directly or indirectly, by himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him be restrained by a perpetual order and injunction of this Hon’ble Court from using or causing to be used the Impugned Mark or any mark identical or similar to the said Trade Mark in relation to the Impugned Goods or any goods or in any manner whatsoever from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Mark or any other mark identical or similar to the Plaintiff’s registered said Trade Mark so as to infringe the Plaintiff’s registered said Trade Mark bearing numbers 944265, 1299194, 1841835, 1841836, 1994713, 1994715, 1994716, 1994718, 1994719, 1994721, 1994723, 1994724, 2085431, 2276312, 2398737, 3050117, 3259454, 3259458, 3272234, 3272235, 3272236, 3286762 and 35594542;

(b) the Defendant, directly or indirectly, by himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him be restrained by a perpetual order and injunction of this Hon’ble Court from using or causing to be used the Impugned Mark or any mark identical or similar to the Plaintiff’s said Trade Mark in relation to the Impugned Goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Mark or any other mark identical or similar to the Plaintiff’s said Trade Mark so as to pass off or enable others to pass off the Defendant’s Impugned Goods as being those of the Plaintiff”

4. Refund of court fees as per rules. The Court Receiver's Report No.370 of 2024 stands disposed off. The Court Receiver is discharged without passing of the accounts. All charges, expenses and costs of the Court Receiver to be paid by the Plaintiff within seven days after demand being raised by the Court Receiver.
5. Interim Applications, if any, stands disposed off.

(SHARMILA U. DESHMUKH, J.)