

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

COMMERCIAL IP SUIT (L) NO.31226 OF 2024
WITH
INTERIM APPLICATION (L) NO.31343 OF 2024
WITH
COURT RECEIVER REPORT NO.490 OF 2024
IN
COMMERCIAL IP SUIT (L) NO.31226 OF 2024

Procter and Gamble Hope Products
Private Limited

Plaintiff

versus

Malaji Lakaji Maru

Defendant

Mr.Rohan Lopes with Mr.Karan Khiani i/by Rashmi Singh and Karan Khiani for Plaintiff.

Mr.Malji Maru, Defendant no.1, present.

Mr.Amrut Maru, Defendant no.2, present.

Mr.Nishant Maru, Defendant no.3, 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 11th June 2025 are tendered. The consent terms are taken on record and marked "X" for identification. The consent terms are executed between the Plaintiff and Defendant nos.1, 2 and 3. The suit is already compromised between the Plaintiff and Defendant no.4.

2. By these consent terms the Defendant nos.1, 2 and 3 submit to the decree on admission in terms of prayer clauses (a), (b) and (c). The consent terms are executed by the authorized representative of

the Plaintiff and by Defendant nos.1, 2 and 3. The authorized representative of Plaintiff and Defendant nos.1, 2 and 3 are present in the Court. They confirmed and reiterated the terms of consent terms. The statements in the consent terms are accepted as undertakings given to this Court.

3. The suit is decreed on admission as per consent terms dated 11th June 2025 in terms of prayer clauses (a), (b) and (c), which reads as under :

“a) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc, be restrained by a permanent order and injunction of this Hon’ble Court from using the marks “White Maru Detergent Cake”, “White Maru Detergent” and/or any other mark identical and/or deceptively similar to the Second Plaintiff’s trade marks under registration Nos.155340, 1465777, 1922194, 2395774, 2851234, 2979982, 2984317, 4567515 and 5374427, in any manner whatsoever upon and in relation to it business so as to infringe the same;

b) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc, be restrained by a permanent order and injunction of this Hon’ble Court from infringing the Second Plaintiff’s copyright subsisting in the artworks comprising the TIDE Plus trade marks; the artworks (bearing registration No.A-101074/2013) and Tide + (bearing registration No.A-105000/2013) and/or those comprising the packaging employed by the Second Plaintiff in respect of its products under the TIDE trade marks, by exposing for sale or using them or copying/reproducing or causing reproduction of the same or any colourable imitation or substantial reproduction thereof in any manner whatsoever;

c) that the Defendants by themselves, their promoters, directors, assigns, relatives, successors-in-interest, licensees, franchisees, partners, representatives, servants, distributors, employees, agents etc, be restrained by a permanent order and injunction of this Hon'ble Court from using in any manner whatsoever, the marks "White MARU Detergent Cake" and/or any other marks identical and/or similar to the Second Plaintiff's TIDE trade marks and/or any packaging/colour scheme/trade dress/get-up/layout scheme identical and/or similar to the packaging/colour scheme/trade dress/get-up/layout used by the Plaintiffs in respect of their products under the TIDE trade marks, so as to pass off or enable others from passing off their goods or business as and for that of the Plaintiffs or in any manner convey a connection with the Plaintiffs"

4. The decree be drawn up accordingly. Refund of court fees as per rules.
5. The Court Receiver's Report No.490 of 2024 is disposed off. The Court Receiver is discharged without passing of the accounts. All charges, expenses and costs of the Court Receiver are to be paid by the Plaintiff within seven days after the demand being raised by the Court Receiver.
6. Interim Application (L) No.31343 of 2024 does not survive for consideration and stands disposed off.

(SHARMILA U. DESHMUKH, J.)