



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

COMMERCIAL IP SUIT NO. 104 OF 2024

Asian Paints Limited

... Applicant.

Versus

Sagar Patil nd Tejas Amarnath Patil Trading
as Varadraj Industries

... Defendant

*Ms. Parveen Anand i/by Khaitan & Co. for the Plaintiff.
Mr. Vinod P. Sangvikar for Defendant.*

Coram : Sharmila U. Deshmukh, J.

Date : July 17, 2025

P.C. :

1. This Court is informed that the suit has been settled between the parties and the consent terms are tendered, which are taken on record and marked "X" for identification.
2. The consent terms are signed by the authorised signatory of the Plaintiff and by the Defendants, who are partners trading as Varadraj Industries. One of the partners Tejas Amarnath Patil is present in Court and reiterates the terms of the consent terms. He submits to a decree on admission in terms of prayer clauses (a), (b) and (c) of the plaint. The Plaintiff's authorised representative is also present in Court. The identity of the parties is verified by their respective counsel and by the Aadhar Card which is annexed to the consent terms. The statement made in the consent terms is accepted as undertaking given to this Court.

3. The suit is decreed in terms of the consent terms in terms of prayer clauses (a), (b) and (c) of the plaint, which reads as under:

“(a) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the Impugned Packaging Trade Dress or any other packaging/ trade dress identical or similar to the Plaintiff's said Artistic Packaging Trade Dress 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 Packaging/ Trade Dress or any other packaging/ trade dress identical or similar to the Plaintiff's said Artistic Packaging/ Trade Dress so as to infringe the Plaintiff's copyright subsisting in the said Artistic Packaging/ Trade Dress;

(b) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the Impugned Word Marks and Impugned Packaging/ Trade Dress or any mark which is identical or similar to the said Trade Marks 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 Word Marks and Impugned Packaging Trade Dress or any other mark which is identical or similar to the Plaintiff's registered said Trade Marks so as to infringe the Plaintiff's registered said Trade Marks bearing numbers 2130519 (for said Trade Mark 1),

2130505 and 2389773 (for said Trade Mark 2) and 2723456, 857108, 2130509, 3692138 for said Trade Mark 3), all in class 2;

(c) the Defendant, directly or indirectly, by themselves, their concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under them be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the Impugned Word Marks and Impugned Packaging/ Trade Dress or any other mark or packaging trade dress identical or similar to the Plaintiff's said Trade Marks and said Artistic Packaging/ Trade Dress 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 Word Marks and/or Impugned Packaging/ Trade Dress or any other mark or packaging trade dress identical or similar to the Plaintiff's said Trade Marks and said Artistic Packaging/ Trade Dress 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.
- 5.** Decree be drawn up accordingly.
- 6.** The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing of accounts. All expenses, charges and cost of the Court Receiver to be paid by the Plaintiff within period of eight days upon being called upon by the office of the Court Receiver.
- 7.** Interim Applications if any do not survive for consideration and same stands disposed of.

[Sharmila U. Deshmukh, J.]