

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

INTERIM APPLICATION NO. 5132 OF 2025

IN

COMMERCIAL IP SUIT NO. 443 OF 2025

Energy Beverages Pvt Ltd

...Applicant/Plaintiff

Versus

Ekadanta Packaged Drinking Water

...Defendant

WITH

INTERIM APPLICATION NO. 5245 OF 2025

WITH

COURT RECEIVERS REPORT NO. 26 OF 2025

IN

COMMERCIAL IP SUIT NO. 443 OF 2025

Mr. Atmaram Patade a/w Suraj Naik, Akshay Adivarekar, Rahul Dubey,
Shraddha Patil i/b Atamram Patade for Plaintiff.

Mr. Sagar Batavia i/b A. N. Giri for Defendant No.3.

Mr. D. K. Singh for Defendant Nos.1, 2 & 5.

Mr. Deepak Bhalerao, Second Assistant to Court Receiver, present.

CORAM : ARIF S. DOCTOR, J.

DATE : 3rd OCTOBER 2025

P.C.

1. Learned counsel have today tendered consent terms by which he submits that the captioned Commercial IP Suit has been amicably resolved between the Plaintiff and Defendant Nos.1, 2 & 5. Learned counsel submits that the suit is

not being pressed insofar as the Defendant Nos.3 & 4 are concerned. Therefore, let the Defendant Nos.3 & 4 be deleted from the array of the parties.

2. Hence, the suit is dismissed as withdrawn so far as Defendant Nos.3 & 4 are concerned. Due execution of the consent terms have been supported with the report of the Section Officer which inter alia records thus:

“The consent term are duly signed by the Authorized signatories of Plaintiff and Defendant No.1,2 and 5 as above. The parties have admitted the contents of the Consent Terms. The Consent Terms are duly signed by the parties out of their free will without any undue influence and coercion. The Consent Terms are duly executed by the signatories.”

3. Having due regard to the fact that the consent terms have been duly executed and such execution is supported by the report of the Section Officer. The consent terms are marked “X” for identification and taken on record.

4. The suit is disposed of in terms of in terms of consent terms. The undertaking in the consent terms are accepted as undertaking to the Courts. Needless to record that this consent terms shall only operate inter parties and shall not affect any right, title and interest of any non signatory thereto.

5. The Court Receivers Report No.26 of 2025 is disposed of in terms of this consent terms.

6. All necessary payment of costs, charges and expenses of the Court Receiver shall be borne by the Applicant.
7. The Receiver stands discharged without passing of accounts.
8. All pending Applications also stand disposed of in light of the aforesaid order.
9. The destruction of the goods in question shall be as per paragraph No.7 of the consent terms, which records thus:

“7. Defendants further agree to destroy all such materials including screens, blocks, dyes, plastic packaging, impugned shape of the bottle bearing the impugned marks "CLEAR GOLD" along with the impugned artistic work as identified in the Plaint, Order dated 25.11.2024 and Court Receiver report no.26 of 2025. The aforesaid destruction is agreed by the parties to be undertaken in the presence of the Plaintiff's representative and Defendant's Representative, with their respective advocates within a period of 4 weeks from the date of execution of this consent terms. The parties agree to remove the court receiver seal on the sealed and sealed Defendant's impugned goods in the presence of the Plaintiff and defendants and/or the representatives of Plaintiff and Defendants representative with their respective advocate. Defendants unconditionally agree and undertake to bare all the expenses/cost, air tickets, stay arrangement, incidental and misc. expenses for the disposal of the impugned goods shall be borne and paid by the defendants alone and the same shall be paid in advance to the Plaintiff representative/advocates. The defendant no. 1, 2 and 5 undertake to handover all the dye of the impugned shape/mark used by the defendants forthwith to the Plaintiff for destruction.”

(ARIF S. DOCTOR, J.)