

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO. 1671 OF 2025
IN
COMMERCIAL IP SUIT NO. 327 OF 2024**

Asian Paints Limited ...Applicant/Plaintiff
Versus
Galaxy Paints Private Limited ...Defendant
WITH
COURT RECEIVER REPORT NO.507 OF 2024

Mr. Vinod Bhagat a/w Mr. Siddhant Gupta, Ms Sonam Pradhan i/b Vinod
Gupta for Plaintiff.

Mr. Deepak Bhalerao, Second Assistant to Court Receiver.

**CORAM : ARIF S. DOCTOR, J.
DATE : 8th OCTOBER, 2025.**

P.C.

1 Mr. Bhagat has pointed out that in compliance with previous order dated 20th September 2025, the Defendant has been duly served. Affidavit of service has been filed in the registry. It is thus, Mr. Bhagat today presses that the interim application to be taken up for hearing.

2 Mr. Bhagat has then invited my attention to the exparte ad-interim order dated 24th October 2024, by which the Applicant/Plaintiff was granted exparte ad-interim relief in terms of prayer clauses (a), (b), and (d). He submits that during the course of execution of the said order, the offending

products were seized by the Additional Special Receiver appointed by this Court. He then points out that this Court by previous order dated 20th September 2025 granted the Applicant/Plaintiff leave to combine the cause of action of infringement with passing of as also allowed prayer clause (c) of the interim application.

3 It is in this backdrop that Mr. Bhagat, has today submitted that the interim application be made absolute in terms of prayer clauses (a), (b) and (c). Mr. Bhagat points out that the Defendant, though served, has never appeared. The Defendant has also not taken out any application for setting aside / recall of the exparte ad-interim order, nor has any appeal been filed by them. Similarly, he submits that the Defendant has not challenged the order by which the Applicant/Plaintiff granted prayer for passing of. Mr. Bhagat has taken me through the previous order and pointed out that the same was passed after noting that the Applicant/Plaintiff has strong prima facie case. The satisfaction of the court that the Applicant/Plaintiff has strong prima facie case in support of the prayers sought for is recorded in both exparte order dated 24th October 2024 as also grant of passing of order dated 20th September 2025 .

4 Having due regard to the submissions made and having noted the fact that today there is no contest by the Defendant to the present interim application though served on more than one occasion, I find that the Applicant/Plaintiff has made out a case for grant of interim relief in terms of prayer clauses (a), (b) and (c). The interim application is accordingly allowed

in terms of prayer clauses (a), (b) and (c) which read thus:

a) pending the hearing and final disposal of the suit, the Defendant by themselves, their directors, servants, agents, assignees, stockists, distributors and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to their emulsion, paints or other like goods used in the paint industry, the impugned label mark MAGIC TOUCH interior emulsion or any mark or label identical with and/or deceptively similar to the Plaintiff's trade mark label of TRACTOR SHYNE emulsion, so as to infringe upon the Plaintiff's trade mark label of TRACTOR SHYNE emulsion registered under No. 4636208 in class 02;

b) pending the hearing and final disposal of the suit, the Defendant by themselves, their directors, servants, agents, assignees, stockists, distributors and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to their emulsion, paints or other like goods used in the paint industry, the impugned pirated artwork of MAGIC TOUCH interior emulsion (appended at Exhibit G to the Complaint) bearing colour scheme, lay-out, get-up, style, placement of features, artwork and representation or any other artwork which is substantially/strikingly similar as regards the colour scheme, lay-out, get-up, style, placement of features, artwork and representation to the Plaintiff's original artistic work depicted on its TRACTOR SHYNE emulsion label (appended at Exhibit B to the Complaint), so as to infringe upon the Plaintiff's subsisting copyrights in the original artistic work of its TRACTOR SHYNE;

c) pending the hearing and final disposal of the suit, the Defendant by themselves, their directors, servants, agents, assignees, stockists, distributors and all those connected with the Defendant in their business be restrained by an order and temporary injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to their emulsion, paints or other like goods used in the paint industry, the impugned label mark and the impugned trade dress of MAGIC TOUCH interior emulsion or from using any mark or trade

dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade mark and trade dress of TRACTOR SHYNE emulsion label so as to pass off the Defendant's goods and business as and for those of the Plaintiff or in some way connected or associated therewith;

5 Interim application accordingly stands disposed of.

[ARIF S. DOCTOR, J.]