

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

COMMERCIAL IP SUIT NO.52 OF 2024
WITH
COURT RECEIVERS REPORT NO.59 OF 2025
WITH
COURT RECEIVERS REPORT NO.138 OF 2024
IN
COMMERCIAL IP SUIT NO.52 OF 2024

Castrol Limited & Ors. ...Applicants/Plaintiffs

Versus

Paramox Industries Pvt. Ltd. & Ors. ...Defendants

Mr. Karan Khiani a/w Rohan Lopeo i/b Rashmi Singh for Plaintiffs.

Mr. Shreyas Deshpande & Azeem Abdul for Defendants.

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

CORAM : ARIF S. DOCTOR, J.

DATE : 8th OCTOBER 2025

P.C.

1. Learned counsel for the parties have today tendered a consent terms by which they submits that all the disputes and differences between the parties in the captioned Commercial IP Suit have been resolved. The execution of the consent terms is duly supported by the report of the affirming officer of this Court which inter alia reads thus.

"The consent terms are duly signed by the Authorized signatories of Plaintiffs and Defendants. 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."

2. Basis of above, I find that the consent terms having been duly executed and marked "X" and taken on record.

3. The consent terms also provide in paragraph No.9 as follows:

"As regards prayer clause (e), the Defendants undertake to destroy / deface / erase, as the case may be, the entire stock of impugned products, packaging, labels, negatives, screens, containers, packing materials, cartons, bottles, invoices, bills, documents, papers, stickers and things and / or any other material taken into custody and which have been seized by the Additional Special Receivers appointed in the said matter during execution of orders dated February 14, 2024 and December 17, 2024, within a period of 30 days from the date of execution of the consent terms, which destruction shall be undertaken in the presence of the Plaintiffs' representative and Counsel. The Defendants shall be permitted to empty out the liquid, coolant, oil, etc. from the containers/bottles whereafter all seized material including but not limited to products, packaging, labels, negatives, screens, containers, packing materials, cartons, bottles, invoices, bills, documents, papers, stickers and things and / or any other material bearing the marks CRISTAL / **CRISTAL** /



objectionable trade dress / packaging / shape used in respect thereof



and any other marks identical to and/or deceptively similar to the

Plaintiffs' trade marks CASTROL/  **Castrol** and ACTIV/

Activ /  and unique packaging /trade dress/shape



, shall be destroyed."

4. The said goods shall be therefore destroyed in a manner sets out above. The undertakings given in the consent terms are accepted as undertaking given to the Court. Needless to the Court, the suit is disposed of in terms of the consent terms.

5. All interlocutory applications therefore also stand disposed of.

6. The following Court Receivers Report No. 59 of 2025 and 138 of 2025 stand disposed of.

7. The Court Receiver stand discharged without passing of accounts. On the applicants undertaking payment of all necessary cost, charges and expenses of the Court receiver.

(ARIF S. DOCTOR, J.)