

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

**INTERIM APPLICATION (L) NO.38553 OF 2024
IN
COMMERCIAL IP SUIT (L) NO.38523 OF 2024
WITH
COURT RECEIVER REPORT NO.66 OF 2025**

Shoban Salim Thakur

...Applicant/Plaintiff

Versus

M/s Satguru Agencies

...Defendant

Ms. Samruddhi Naik i/b Ms. Pooja Jain, for the Applicant/Plaintiff.

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

CORAM : ARIF S. DOCTOR, J.

DATE : 30th SEPTEMBER, 2025.

P.C.

1. Learned counsel for the parties have today tendered consent terms, by which she submits that the captioned Commercial IP Suit has been settled between the Applicant/Plaintiff and the Defendant. The execution of the consent terms is duly supported by the report of the Section Officer of this Court. The report *inter alia* records thus:

"The consent term are duly signed by the Plaintiff and Defendant 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."

2. Having due regard to the fact that the consent terms have been duly verified by the Section Officer, the consent terms are taken on record and marked as "X" for identification, the same are scanned and reproduced herewith.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN IT'S COMMERCIAL DIVISION**

INTERIM APPLICATION (L) NO. 38553 OF 2024

IN

COMMERCIAL IPR SUIT (L) NO. 38523 OF 2024

WITH

LEAVE PETITION (L) NO. 38631 OF 2025

In the matter between

Shoban Salim Thakur)

Individual, Indian Inhabitant being the)

Sole Proprietor of Family Footwear)

Having Registered Office at 501, Hill Park,)

A3 Tower, Agarwal Estate, Jogeshwari (West),)

Mumbai - 400 093, Maharashtra, India)

Also at)

GALA No. 104, 105, 106, Z Building,)

Raj Laxmi Compound, Kalher)

Bhiwandi Thane - 421302)

... Plaintiff

Versus

M/s. Satguru Agencies)

a proprietorship firm Having registered)




at Deep, Bungalow, Nadhe Nagar,)
 Near Sai Shraddha Garden)
 Kalewadi, Pimpri, Pune – 411017) ... Defendant

CONSENT TERMS

1. By consent, Leave Petition (L) No 38631 of 2024 under Clause XIV of the Letters Patent Act be granted. All the capitalized terms not specifically defined in the present consent terms shall have the meaning ascribed to it in the Plaint.

2. The Plaintiff above named has filed the present suit against the Defendant above named praying inter alia reliefs of infringement and passing off of the Plaintiff's registered trade "**DOCTOR EXTRA SOFT/**



and for the reliefs as more particularly mentioned in the plaint.

3. The Defendant hereby acknowledges the proprietary rights of the Plaintiff in its above mentioned known Trade Mark "**DOCTOR EXTRA**



SOFT/ and its variants being used by the Plaintiff in relation to goods falling in class 25 and class 35 and any other classes as filed by the Plaintiff and more particularly mentioned in the plaint.

4. The Defendant agrees and undertakes that it shall not hereafter use the impugned mark i.e., **"DOCTOR EXTRA SOFT"** or any other mark/s which is/are identical with/substantially /deceptively similar to the

Plaintiff's trademark i.e., **"DOCTOR EXTRA SOFT/**



and its variants.

5. The Defendant accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a), (b) and (d) of the Plaint, which reads as under:

- a. That the Defendant by themselves, their servants, agents, stockiest and distributors be restrained by an Order and perpetual injunction of this Hon'ble Court from, directly or indirectly, using in any manner whatsoever in relation to "manufacturing and selling of footwear" or any other allied and/or cognate goods and/or services the trade mark **"DOCTOR EXTRA SOFT"** or any other mark identical and/or similar to the **"DOCTOR EXTRA SOFT/**



trade mark of the Plaintiff so as to pass off or likely to pass off and/or enable others to pass off the Defendant's manufacturing and selling of footwear or any other goods as and for those of the Plaintiffs.;

b. That the Defendant by themselves, their servants, agents, distributors, any of its third party marketer or manufacturers acting through them be restrained by an Order and perpetual injunction of this Hon'ble Court from, directly or indirectly, using in any Manner whatsoever in relation to "manufacturing and selling of footwear" or any other allied and/or cognate goods and/or services the trade mark "**DOCTOR EXTRA SOFT**" or any other mark identical and/or

similar to the "**DOCTOR EXTRA SOFT**"  trade mark of the Plaintiff so as to infringe the registered trade mark of the Plaintiff;

c. That the Defendant be ordered and decreed to recall the impugned and infringing materials for destruction including all products, packages, all other similar goods, packages, bags, papers, articles, dyes, and literature including advertising material, bearing the impugned mark "**DOCTOR EXTRA SOFT**" and/or any other mark which is identical with and or deceptively similar to Plaintiff's trade marks and/or any mark containing the word "**DOCTOR EXTRA**





and/or using any other prominent features of Plaintiffs trade marks and/or the impugned marks. The Cost of recall, destruction and like activity to be borne exclusively by the Defendant.

6. The Defendants undertakes that entire stock of finished and unfinished products, packaging material bearing the Impugned Mark/ Impugned Packaging/ Trade Dress seized by the Additional Special Receiver/Court Receiver in pursuance of the order dated 19th December, 2024 shall be destroyed by the Plaintiff/Plaintiff representatives.

7. The Defendant agrees and undertakes to this Hon'ble Court that it shall not file any applications in future for registration of the Impugned Mark, Impugned Packaging/ Trade Dress and/or for any other marks and/or packaging which are identical or similar to the Plaintiffs registered said Trade Marks including but not limited to **"DOCTOR EXTRA SOFT/**



and its variants before the Trade Marks Registry/Copyright Office.

8. The Defendant hereby undertakes and agrees that it shall not, either directly or indirectly, adopt, use, promote, advertise, sell, offer for sale, or otherwise deal in any goods or services under any trade mark, trade name, label, packaging, or get-up that is identical or deceptively similar to the Plaintiff's registered trade mark(s), including but not limited to

the mark "**DOCTOR EXTRA SOFT**/"  and its variants or any other trade mark owned by the Plaintiff, its affiliates, sister concerns, or associated entities, so as to infringe or pass off the Plaintiff's intellectual property rights in any manner whatsoever.

9. The Defendant expressly acknowledges and recognizes the exclusive ownership, rights, and title of the Plaintiff, its affiliates, sister concerns, and associated entities in and to their respective trade marks, including

but not limited to "**DOCTOR EXTRA SOFT**/"  and its variants, and further undertake not to challenge the validity or proprietorship of the same in any legal proceedings or otherwise.



10. Defendant undertakes to, within a period of ten (10) days from the date of execution of this undertaking/order/agreement, remove and take down all listings, advertisements, displays, or references (online or offline) of any products bearing trade marks or marks that are identical or deceptively similar to the Plaintiff's trade mark(s)/its affiliates/sister concerns, including but not limited to **"DOCTOR EXTRA SOFT/**



”, from all online marketplaces, websites, digital platforms, social media, or any other medium through which such listings may be visible or accessible to the public. The Defendant shall further provide written confirmation and evidence of such removal to the Plaintiff within the aforesaid period.

11. In the event, the Defendant is found in breach of the abovementioned undertakings, it shall be liable to payment of liquidated damages of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Plaintiff and such breach shall be deemed to be a contempt of this Court. The Plaintiff reserves right to such legal remedies as may be available to the Plaintiff under the law including claim for aforesaid liquidated damages.

12. The Defendant admits that it has understood the contents of the Consent Terms. The Defendant further states that after understanding of each and every clause / covenant / undertaking the Defendant has signed and executed these Consent Terms.

13. The Parties further agree and undertake that the present Consent Terms are binding on them, their Directors, Promoters, Associates, Affiliates, assigns and successors in interest or title as the case may be or any individual or entity acting under or in concern with it.

14. In view of the aforesaid amicable settlement, Plaintiff gives up rest of its claims in the Suit.

Dated this 7th day of August 2025



For Plaintiff



For Defendant



Advocate for Plaintiff

3. The suit is disposed of in terms of consent terms.
4. The undertakings in the consent terms are accepted as undertakings given to the Court.
5. In view of this, Court Receiver's Report No.66 of 2025 is also disposed of. The Court Receiver, would stand discharge subject to payment of all necessary costs, charges and expenses which the Applicant/Plaintiff undertakes to bear without passing of accounts.
6. In view of any interlocutory applications also stands disposed of. There shall be a refund of Court fees, if any, as per rules.
7. Interim Application is accordingly disposed of.

[ARIF S. DOCTOR, J.]