

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO. 20 OF 2025
IN
COMMERCIAL IP SUIT (L) NO. 39657 OF 2024**

Bisleri International Private Limited

...Applicant/Plaintiff

Versus

Ravi Kanth Kasala Proprietor Of Devi Beverages

...Defendant

WITH

COURT RECEIVER REPORT NO.90 OF 2025

WITH

LEAVE PETITION (L) NO.17 OF 2025

Ms Radhika Mehta i/b ANM Global for Plaintiff.

Ms Athira Nair i/b Ms Pooja Jain for Defendant.

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

CORAM : ARIF S. DOCTOR, J.

DATE : 14th OCTOBER, 2025.

P.C.

1 Learned Counsel for the parties have today tendered consent minutes of order, by which they submitted that all the disputes and differences in the captioned Commercial IP Suit have been settled between the parties. The consent minutes of order are duly signed by the Advocates for the parties and thus the same are taken on record and marked "X" for identification. For ease of reference the same is scanned and reproduced hereinbelow:

CORAM : ARIF S. DOCTOR, J.

Date :- 14/10/2025

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN IT'S COMMERCIAL DIVISION

COMIP SUIT (L) NO. 39657 OF 2024

Taken on record and
marked 'X'en
14/10/2025

Bisleri International Private)
 Limited, a company incorporated)
 under the Companies Act, 1956,)
 having its registered office at 5th)
 Floor, CTS No. 525/1A1/A at)
 Chakala Division Western)
 Express Highway, Andheri (East),)
 Mumbai-400099.)

.....Plaintiff

Versus

1. Ravi Kanth Kasala, proprietor)
 of M/s Devi Beverages, having)
 its address at 8-3-35/1, PNR)
 Godown, Shed No.3, Sagar)
 Enclave, Bairamalgud,)
 Hyderabad - 500079)

2. M/s Devi Beverages, having its)
 address at 8-3-35/1, PNR)
 Godown, Shed No.3, Sagar)
)

Enclave, Bairamalgud,)
Hyderabad- 500079.)Defendants

MINUTES OF THE ORDER BETWEEN THE PLAINTIFF AND THE DEFENDANTS

1. The Plaintiff and the Defendants have amicably settled the dispute and have arrived at the following minutes of order:
2. The Defendants submit to a decree in terms prayer clauses (a) to (e), (g) and (h) of the Plaint in the above Suit which are reproduced herein below:

(a) That the Defendants by themselves, their proprietors, partners, servants, agents, stockists, dealers, distributors, franchisees, licensees, assigns, predecessors and all persons claiming through and/or under them or acting on their behalf be restrained, by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's registered BISLERI trade marks being EXHIBIT-C to the plaint by using, promoting, selling, advertising, distributing, marketing, exhibiting for sale or otherwise dealing in Impugned Goods bearing the Impugned Mark BINERI and / or any other trade mark identical with and / or deceptively similar to the Plaintiff's said Trade Mark BISLERI and/or any other Plaintiff's BISLERI marks containing the word BISLERI in respect of the goods covered by the Plaintiff's said

registration or similar or like goods or in any other manner, whatsoever;

(b) That the Defendants by themselves, their proprietors, partners, servants, agents, stockists, dealers, distributors, franchisees, licensees, assigns, predecessors and all persons claiming through and / or under them or acting on their behalf, be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's BISLERI label marks registered under Nos. 3408945, 1707433, 1782203 and 5545662 by promoting, selling, advertising, distributing, marketing, exhibiting for sale or otherwise dealing in Impugned Goods or in any other manner using the Impugned Mark/Label / Packaging / Trade Dress and / or any other trade mark / trade dress identical with and / or deceptively similar to the Plaintiff's BISLERI trade marks in respect of drinking water/water beverage or like goods or in any other manner whatsoever;

*(c) That the Defendants by themselves, their proprietors, partners, servants, agents, stockists, dealers, distributors, franchisees, licensees, assigns, predecessors and all persons claiming through and/or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from infringing the Plaintiff's copyright in the Plaintiff's said Label / Packaging / Trade Dress/ Artistic Work depicted at **EXHIBITS – F1 TO F4 and EXHIBIT- J** to the plaint by reproducing in any material form or communicating to the public the Impugned Label / Packaging / Trade Dress depicted at **EXHIBIT – V** to the plaint, which is a reproduction of the Plaintiff's said Label / Packaging /*

Trade Dress / Artistic Work and / or a substantial part thereof and / or any other label/ trade dress / packaging/ artistic work which is a reproduction of the Plaintiff's said Label / Packaging / Trade Dress/ Artistic Work, and / or substantial parts thereof or in any other manner whatsoever;

(d) *That the Defendants by themselves, their proprietors, partners, servants, agents, stockists, dealers, distributors, franchisees, licensees, assigns, predecessors and all persons claiming through and/or under them or acting on their behalf be restrained, by a perpetual order and injunction of this Hon'ble Court from manufacturing, selling, packaging, bottling, distributing, marketing, exhibiting for sale or otherwise dealing in Impugned Goods or like goods under the Impugned Mark and/or Impugned Label Packaging / Trade Dress depicted at **EXHIBIT-V** to the plaint and / or any other trade mark/ label / packaging / trade dress / artistic work which is identical with and / or deceptively similar to the Plaintiff's said Trade Mark and/or said Label / Packaging / Trade Dress/ Artistic Work shown at **EXHIBIT F1 TO F4 and EXHIBIT -J** to the plaint, or any of them, so as to pass off their Impugned Goods or like goods as and for the Plaintiff's said well-known Goods or in any other manner whatsoever;*

(e) *the Defendants by proprietors, partners, servants, agents, stockists, dealers, distributors and all persons acting on their behalf, be restrained by a perpetual order and injunction of this Hon'ble Court from bottling, processing, packaging, marketing, exhibiting for sale or otherwise dealing in any manner whatsoever in relation to its bottles, the Impugned Design / Shape depicted at*

EXHIBIT V to the plaint or any design / shape / configuration / ornamentation / pattern which is identical with and/or is substantially similar to and/or is an obvious imitation of the Plaintiff's said Design/ Shape depicted at EXHIBIT H as applied to its bottles, so as to pass off or enable others to pass off the Defendants' bottle as and for that of the Plaintiff or in some way associated with or connected with the Plaintiff;

(g) that the Defendants be ordered and decreed to deliver up to the Plaintiff, for destruction, of the Defendants' Impugned Goods, bags, moulds, labels, cartons, advertising material, packing material, other literature and things bearing the Impugned Mark and/or Impugned Label / Packaging / Trade Dress and / or Impugned Design / Shape;

(h) That the Defendants be ordered and directed to withdraw and/or not to proceed any further with the registration of application made for registration of the Impugned Mark under Application No. 5313489 dated 04.02.2022 in class 32 and be further directed and ordered to withdraw all or any application/s filed for the Impugned Mark and/or Impugned Label / Packaging / Trade Dress or any mark/s containing the word BISLERI or identical with and/or deceptively similar to the Plaintiff's said Trade Mark BISLERI.

3. The Defendants undertake to file appropriate application for withdrawal of the Trade Mark Application No. 5313489 in class 32 and furnish copy of the application to the Plaintiff at the time of execution of the present consent terms. The Defendants undertake and confirm that apart

from the above mentioned Trade Mark No. 5313489, the Defendants do not own any other application/ registration for any mark/artwork similar to the Plaintiff's said Trade Marks, said Label / Packaging / Trade Dress/Artistic Work and said Design / Shape. The Defendants undertake not to apply for any mark / artwork / design containing the Plaintiff's said Trade Marks, said Label / Packaging / Trade Dress/Artistic Work and said Design / Shape.

4. The Defendants agree and undertake to recall from its dealers and distributors, all the stock of the Defendants' Impugned Goods bearing the Impugned Mark, Impugned Label / Packaging / Trade Dress and Impugned Design / Shape, within a period of 7 days from the execution of the present consent terms.
5. In so far as the existing stock of the Defendants' finished Impugned Goods bearing the Impugned Mark, Impugned Label / Packaging / Trade Dress and Impugned Design / Shape (including the stock recalled from its dealers and distributors), the Defendants agree and undertake to this Hon'ble Court that they shall in the presence of the Plaintiff's representative(s), destroy the same, at its own costs, within a period of 15 days from execution of the present consent terms.
6. In lieu of legal costs and damages caused to the Plaintiff due to the impugned activities of the Defendants forming subject matter of the present suit, the Defendant No. 1 has agreed to pay a full and final settlement amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand) to the Plaintiff. The aforesaid amount is to be paid vide RTGS bearing Ref No. UBINH25283211104 dated 10/10/2025, to the Plaintiff.

7. Subject to the Defendants complying to the above conditions and decree in terms of prayer clauses (a) to (e), (g) and (h) of the Suit, Plaintiff does not have any further claims and does not press for other reliefs.
8. In view of these Consent Terms, the above Suit being Commercial IP Suit (L) No. 39657 of 2024, shall be disposed of against the Defendants and the Plaintiff shall not have any further claims including any damages/monetary claims against the Defendants in relation to the Impugned Goods bearing Impugned Mark i.e. BINERI, Impugned Label / Packaging / Trade Dress and Impugned Design/Shape.
9. Refund of court fees as per rules.

For Bisleri International Private Limited



Advocate for the Plaintiff

For Ravi Kanth Kasala
and M/s Devi Beverages



Advocate for the Defendants

2 By consent, Leave Petition (L) No.17 of 2025 is allowed and disposed of.

3 Suit is accordingly disposed of in terms of the consent minutes of order.

4 The undertakings given in consent minutes of order are accepted as undertakings given to the Court.

5 Ms. Mehta, Learned Counsel appearing for the Plaintiff confirms the receipt of amount of Rs.2,50,000/- as more particularly set out in paragraph (6) of the consent minutes of order.

6 In view of this order, the Court Receiver stands discharged subject to Applicant's undertaking to pay necessary costs charges and expenses, without passing of account.

7 Court Receiver Report No.90 of 2025 is accordingly disposed of.

8 All interlocutory applications also stand disposed of.

[ARIF S. DOCTOR, J.]