

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

COMMERCIAL IP SUIT (L) NO. 8826 OF 2025

Metro Brands Limited

... Plaintiff

Versus

Armaan Footwear And Ors

... Defendants

Adv. Alhan Kayser, Varsha Vasave, Aakash Sarik i/by Avesh Kayser for Applicant/Plaintiff.

Adv. Shantanu Katkar for the Defendant No. 3.

Coram : Sharmila U. Deshmukh, J.

Date : July 31, 2025.

P. C. :

1. This Court is informed that the matter has been settled between the Plaintiff and the Defendant No. 3. On the last occasion the consent terms were filed between the Plaintiff and Defendant No. 3. The present consent terms are signed by the authorized signatory of the Plaintiff and by proprietor of Defendant No. 3. The Defendant No. 3 is present through VC and reiterates the terms of the consent terms. He submits to decree on admission. His identity is verified by his Counsel and by Aadhar Card which is placed on record. The statements made in the consent terms are accepted as undertaking given to this Court.
2. The suit is decreed in terms of the consent terms in terms

of prayer clause (a) and (b) of the plaint which reads as under:

“(a) A decree of perpetual injunction restraining and prohibiting the Defendant and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors and / or all persons / entity claiming through them or acting on their behalf, be restrained from infringing upon the said marks of the Plaintiff by directly or indirectly using, manufacturing, selling, distributing, advertising, publishing, displaying, stocking or in any manner on any products bearing the said marks / trademarks / trade name / label / packaging / trade dress / theme of METRO / MOCHI / WALKWAY and its variants, more particularly the impugned marks, as well as the graphical representations thereof and/or any other mark identical and/or deceptively similar to the Plaintiff's registered METRO / MOCHI / WALKWAY, more particularly annexed at Exhibit “H-1” to “H-24”;

(b) A decree of perpetual injunction restraining and prohibiting the Defendant and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors and / or all persons / entity claiming through them or acting on their behalf, be restrained from passing off the impugned goods bearing the impugned mark directly or indirectly using, manufacturing, selling, distributing, advertising, publishing, displaying, stocking or in any manner on any products bearing the said marks / trademarks / trade name / label / packaging / trade dress / theme of METRO / MOCHI / WALKWAY and its variants, more particularly the impugned marks, as well as the graphical representations thereof and/or any other mark identical and/or deceptively similar to the Plaintiff's registered METRO / MOCHI / WALKAY, more particularly annexed at Exhibit “H-1” to “H-24”;

3. Decree to be drawn up accordingly. Refund of Court fees

as per rules.

4. The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of 8 days of demand being raised by the Office of the Court Receiver.

5. Stand over to **7th August, 2025** for filing consent terms between the Plaintiff and Defendant No. 1 under the caption for settlement.

[Sharmila U. Deshmukh, J.]