

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.14160 OF 2025
WITH
COMMERCIAL I.P. SUIT (L) NO.14116 OF 2025
WITH
LEAVE PETITION (L) NO.14162 OF 2025
IN
COMMERCIAL I.P. SUIT (L) NO.14116 OF 2025
WITH
COURT RECEIVER REPORT NO.261 OF 2025
IN
COMMERCIAL I.P.SUIT (L) NO.14116 OF 2025**

Marico Limited

.. Plaintiff

Versus

Shri Maa Oils Limited

.. Respondent

Mr.Laher Shah with Ms.Hasti Parekh i/b Laher Shah for the Plaintiff.

Mr.Mohit Soni and Mr.Shahid Khan, Representatives of the Plaintiff,
present.

Mr.Atmaram Patade with Mr.Suraj Naik, Mr.Pranav Manjrekar,
Mr.Bhagwan Kasture, Mr.Kunal Naik, Mr.Rahul R. Dubey and Mr.Akshay
Adivarekar i/b Mr.Atmaram Patade for the Defendant.

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

CORAM: ARIF S. DOCTOR, J.

DATE : 21st AUGUST, 2025

P.C.–

1 By consent, leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 14162 of 2025) is granted.

2 This Court vide an order dated 09th May 2025 granted ex-parte ad-interim relief in terms of (b), (c) and (e) of the Interim Application.

3 The Defendant has entered appearance through learned counsel Mr. Atmaram Patade and has chosen not to contest the Interim Application and also the Suit.

4 Today, Mr. Patade, learned counsel appearing on behalf of the Defendant has tendered a copy of an e-mail communication addressed to him by Mr. Mahesh Jethwani, Director Defendant No.1 , which is of today's date and it reads thus.–

“We are agreeable to a decree being passed with a lump sum amount of Rs.1,00,000/- (Rupees One Lakh only) as full and final cost in this regard. However, it is specifically clarified that such decree or undertaking shall in no manner prejudice or affect our rights in respect of our validity registered trademarks “Dhartimaa” and “Shri Maa”.

It is further agreed and understood that the aforesaid amount of Rs.1,00,000/- shall be treated as the final cost, and in the event the above terms are not duly accepted or acted upon, This communication shall be without prejudices to our rights and contentions if this proposal is not acceptable to the Plaintiff.”

5 In view of the aforesaid, learned counsel appearing on behalf of the Defendant thus submits that the suit can be decreed as prayed for. Mr. Patade does not have any objection but submits that the same should

not in any manner come in the way of the applications filed by Defendant No. 1 as more particularly set out in paragraph 25 of the Plaint. Ms. Shah clarifies that the same would not.

6 Hence, in view of the above, the Suit is decreed in terms of prayer clauses (a) to (d) of the Plaint, which read thus:-

“a. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon’ble Court from in any manner manufacturing, marketing, selling, advertising, offering to sell or dealing in the impugned products or any similar goods or any other goods bearing the respective impugned marks/ impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other mark/ label/



device/ packaging/ bottles/ containers/ trade dress i.e. identical with or similar to or comprising of the: PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/



colour combination and trade dress i.e. thereof;

b. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their

instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Parachute Registered Marks of the Plaintiff bearing nos. 1033844, 2425321, 2425322, 2425320, 2423236, 2423238, 3481083, 2878146, 2926904, 363235 and 737894 in any manner and from using in relation to impugned products or any other goods for which the Parachute Registered Marks are registered or any goods similar thereto, the impugned devices/labels/packages or the impugned bottles /containers (including those



depicted at Exhibit I i.e. hereinabove or any other marks / labels/ devices/ packaging/trade dress / bottles/ containers which are identical with or similar to the Parachute Registered Marks of the Plaintiff (including the Parachute Packaging/Labels and trade dress or any features thereof, the Distinctive Parachute Bottles/Containers, the Flag Device, the Parachute Tree Device, the Broken Coconut Device) and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the impugned labels/packages or the impugned bottles /containers or any marks / labels / devices / packaging / bottles



/containers or trade dress (including those depicted at Exhibit I i.e.) identical with or similar to the Parachute Registered Marks (including the Parachute Packaging/Labels, Distinctive Parachute Bottles/Containers as the case may be or any features thereof);

c. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Plaintiff's copyrights in the artistic works comprised in/reproduced on its Parachute Packaging/Labels including the Flag Device, Parachute Tree Device and the Broken Coconut Device, including the

unique colour combination of blue colour and white and from reproducing/ copying the said artistic works or any substantial part of the said artistic works (as



set out at Exhibit B-1 and B-2 i.e.) on any of the impugned products of the



Defendants (including those depicted at Exhibit I i.e. to the Plaintiff) or any bottles, cartons, packaging material or advertising material, literature or any other substance and from manufacturing and selling or offering for sale products upon or in relation to which the said artistic works have been reproduced or substantially reproduced or by issuing copies of such works to the public;

d. Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from committing the tort of passing off in any manner and from manufacturing, marketing, selling, advertising, offering to sell or dealing in any of the impugned products or any similar goods or any other goods bearing the impugned marks/devices/label/packaging or any features thereof or the impugned



bottles/containers (including those depicted at Exhibit I i.e.) or any other mark/label/device/packaging/bottles/containers or trade dress identical with or similar to or comprising of the Plaintiff's PARACHUTE Registered Marks or Parachute Packaging/Labels or trade dress including the Flag Device or Broken Coconut Device or Drop Device or Parachute Tree Device or Distinctive Parachute Bottles/Containers or the overall layout, get up, look and feel, colour scheme/



colour combination and trade dress i.e. thereof;"

7 The goods seized by the Court Receiver shall be opened by the parties in presence of their representative of both the Plaintiff and the Defendant and the wrappers/labels/device/packaging/bottles/containers/trade dress shall be forthwith destroyed.

8 It is clarified that this order shall not come in the way of the Trade Mark Application filed by the Defendant vide Application No.2685172 dated 24/02/2019, more particularly set out in paragraph 25 of the Plaint.

9 The Defendant shall pay to the Plaintiff costs of Rs. 1,00,000/-, within a period of four weeks from today. The statement of payment of costs is accepted as an undertaking given to this Court.

10 In view of the disposal of the Suit, 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 eight (8) days of demand being raised by the Office of the Court Receiver.

11 All pending Interim Applications stand disposed of.

12 The Suit stands decreed in the aforesaid terms.

(ARIF S. DOCTOR, J.)

The Order is corrected in terms of the order dated 30th September,2025.