

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO. 3941 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.21096 OF 2025
WITH
COURT RECEIVER REPORT NO.391 OF 2025
WITH
LEAVE PETITION (L) NO.21250 OF 2025**

Marico Limited

...Applicant/Plaintiff

Versus

Rajesh Dashratbhai Mistry

...Defendant

Mr. Hiren Kamod, Ms. Niyati Davawala, Mr. Anil Shete, Ms. Dixita Singh i/b Davawala & Co., for the Applicant/Plaintiff.

Ms. Stenna Fernandes (through V.C.) for the Defendant.

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

CORAM : ARIF S. DOCTOR, J.

DATE : 26th SEPTEMBER, 2025.

P.C.

1. Learned counsel for the parties have today tendered Consent Minutes of the Order which have been signed by the respective advocates on record for the parties. They pray that the suit be disposed of in terms of the Consent Minutes of the Order. The Defendant is also present virtually and is identified by his Advocate.

2. The Consent Minutes of the Order is taken on record and marked as "X" for identification, the same are scanned and reproduced herewith.

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CONSENT MINUTES OF THE ORDER

1. By consent, Leave under Clause XIV of the Letters Patent Act (Clause XIV Petition (L) No. 21250 of 2025) be allowed.

2. The Defendant hereby acknowledges the proprietary rights of the Plaintiff in its well-known Parachute Registered Marks, Parachute ADVANSED Registered Marks and Parachute Advanced Jasmine Registered Marks and its distinctive original artistic works i.e. Parachute Packaging/Labels, Parachute ADVANSED Packaging/Labels and Parachute Advanced Jasmine Packaging/Labels.

3. The Defendant agrees and undertakes that they shall not hereafter use the impugned marks/impugned labels/artworks bearing colour scheme, get-up, lay out, representation, style, trade dress or any other mark/ artwork/s which is/are identical with/substantially /deceptively similar to the Plaintiff's Parachute Registered Marks, Parachute ADVANSED Registered Marks and Parachute Advanced Jasmine Registered Marks as well as the original artistic artworks of Parachute Packaging/Labels shown at Exhibits A-2 and A-3 to the Plaintiff, Parachute ADVANSED Packaging/Labels shown at Exhibits B-1 and B-2 to the Plaintiff and Parachute Advanced Jasmine Packaging/Labels shown at Exhibit C-4 to the Plaintiff. The

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Defendant further undertakes that he shall not infringe any other mark and/or artwork of the Plaintiff.

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

- a. *The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his 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, 737893 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 first impugned label/packaging or the impugned bottles (depicted at Exhibit J-1) or any other marks / labels/ devices/ packaging/trade dress / bottles 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,*

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the Distinctive Parachute Bottles, the Flag Device, the Parachute Tree Device, the Broken Coconut Device, Drop Device and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the impugned label/packaging or the impugned bottle (depicted at Exhibit J-1) or any marks / labels / devices / packaging / bottles or trade dress identical with or similar to the Parachute Registered Marks (including the Parachute Packaging/Labels, Distinctive Parachute Bottles as the case may be or any features thereof);

- b. *The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Parachute ADVANSED Registered Marks of the Plaintiff bearing nos. 1033842, 1547619, 1547618, 3345795, 1444617, 5951693 and 977885, in any manner and from using in relation to impugned products or any other goods for which the Parachute ADVANSED Registered Marks are registered or any goods similar thereto, the first impugned label/packaging or the impugned bottle (depicted at Exhibit J-1) or any other marks / labels/ devices/ packaging/trade dress / bottles*

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which are identical with or similar to the Parachute ADVANSED Registered Marks of the Plaintiff (including the Parachute ADVANSED Packaging/Labels to the extent registered) and trade dress or any features thereof, the Distinctive Parachute Bottles, the Flag Device, the Parachute Tree Device, Drop Device and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the first impugned label/packaging or the impugned bottle or any marks / labels / devices / packaging / bottles /containers or trade dress (depicted at Exhibit J-1) identical with or similar to the Parachute ADVANSED Registered Marks (including the Parachute ADVANSED Packaging/Labels to the extent registered, Distinctive Parachute Bottles as the case may be or any features thereof);

- c. *The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Parachute Advansed Jasmine Registered Marks of the Plaintiff bearing nos. 906080, 947770, 2195475, 2195474 and 5277072 in any manner and from using in relation to impugned products or any other goods for which the*

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Parachute Advansed Jasmine Registered Marks are registered or any goods similar thereto, the second impugned label/packageing (depicted at Exhibit J-2) or any other marks / labels/ devices/ packageing/trade dress which are identical with or similar to the Parachute Advansed Jasmine Registered Marks of the Plaintiff (including the Parachute Advansed Jasmine Packageing/Labels and trade dress or any features thereof and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the second impugned label/packageing (depicted at Exhibit J-2) or any marks / labels / devices / packageing or trade dress identical with or similar to the Parachute Advansed Jasmine Registered Marks (including the Parachute Advansed Jasmine Packageing/Labels as the case may be or any features thereof;

- d. *The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his 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 ADVANSED Packageing/Labels and/or the Parachute*

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Packaging/Labels including the Flag Device, Parachute Tree Device and the Broken Coconut Device and from reproducing/ copying the said artistic works or any substantial part of the said artistic works (as set out at Exhibits A-2, A-3, B-1 and B-2) on any of the impugned products of the Defendant (including those depicted at Exhibit J-1 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;

- e. *The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his 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 Advanced Jasmine Packaging/Labels and from reproducing/ copying the said artistic works or any substantial part of the said artistic works (as set out at Exhibit C-4) on any of the impugned products of the Defendant (depicted at Exhibit J-2) or any*

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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;

- f. The Defendant, his proprietor, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under him or acting on his behalf or under his 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 labels/packagings or any features thereof or the impugned bottle or any other mark/label/device/packaging/bottles or trade dress identical with or similar to or comprising of the Plaintiff's PARACHUTE Registered Marks or the PARACHUTE ADVANSED Registered Marks or the Parachute ADVANSED Packaging/Labels and trade dress or the or Parachute Packaging/Labels and trade dress including the Distinctive Parachute Bottles, the Flag Device, the Parachute Tree Device, the Broken Coconut Device, Drop*

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Device and the overall layout, color combination, get up, look and feel and trade dress (or any features) thereof, as well as the PARACHUTE ADVANSED JASMINE Registered Marks, Parachute Advansed Jasmine Packaging/Labels and trade dress and the overall layout, color combination, get up, look and feel and trade dress (or any features) thereof;

5. The packaging bearing the impugned marks and impugned artworks seized by the Court Receiver shall be opened by the parties and the goods therein shall be returned to the Defendant and the Defendant shall forthwith destroy the wrappers/labels/stickers in the presence of the representatives of both the Plaintiff and the Defendant within 4 weeks from today and the Defendant will do this destruction at their own cost.

6. The Defendant undertakes that it has not filed/will not file in future any application seeking registration of the impugned mark and/or the impugned artwork with the Registrar of Trade Marks as well as Registrar of Copyrights. In case the Defendant has filed any such application/s, the Defendant undertakes to withdraw all such applications/registrations within a period of 3 weeks from the date of executing these terms. The Defendant shall simultaneously forward copies of such letters seeking withdrawal of its applications/registrations duly acknowledged

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by the Trade Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

7. The Defendant issued a Demand Draft bearing number 543048 drawn on Union Bank dated 11th September 2025, in favour of Marico Limited for an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) towards costs mutually agreed upon between the parties and towards full and final settlement of this suit.

8. Refund of court fees as per rules.

9. By consent, the above Commercial IP Suit (L) No. 21096 of 2025; Interim Application (L) No. 21149 of 2025 and Leave Petition (L) No. 21250 of 2025 be disposed of accordingly.

Dated this ²⁵25 day of September 2025



Davawala & Co

Advocates for the Plaintiff



Adv. Stenna Fernandes

Advocate for the Defendant



3. In view of the above, the suit is disposed of in terms of the Consent Minutes of the Order.
4. The undertakings given in the Consent Minutes of the Order are accepted as undertakings given to the Court.
5. The Court Receiver's Report bearing No.391 of 2025 shall stand disposed of in view of the aforesaid order.
6. The Court Receiver shall stand discharged, without passing of amounts, subject to payment of necessary costs, charges and expenses by the Applicant/Plaintiff.
7. The Interim Application, if any, shall accordingly be disposed of.
8. In view thereof, the Leave Petition is also allowed in terms of Paragraph 1 of the Consent Minutes of the Order.

[ARIF S. DOCTOR, J.]