

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO. 4460 OF 2025
IN
INTERIM APPLICATION(L)NO. 12494 OF 2024

Procter And Gamble Hygiene And
Health Care Limited & Anr

...Applicants/Plaintiffs

Versus

Avinash Soni & Anr

...Respondents/Defendants

Mr. Hiren Kamod a/w Mr. Karan Khiani and Mr. Rohan Lopes i/b Ms Rashmi
Singh and Mr. Karan Khiani for Applicants/Plaintiffs.

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

CORAM : ARIF S. DOCTOR, J.

DATE : 3rd SEPTEMBER, 2025.

P.C.

1 Mr. Kamod today presses for the captioned Interim Application
No.4460 of 2025 and seeks reliefs in terms of prayer clauses (b) and (c).

2 Heard Mr. Kamod, who, at the outset, invited my attention to an order
dated 8th May 2024 by which this Court had granted the
Applicants/Plaintiffs an exparte ad-interim reliefs in terms of prayer clauses
(a), (c) and (d) which were for trademark infringement, copy right,
infringement and appointed the Court Receiver. Mr. Kamod then invited my
attention to the products which have been sold by the Defendants by
infringing the Applicants/Plaintiffs trademark and copy right. For ease of
reference, the same are scanned and reproduced herein below alongwith a

side by side comparison of the Applicant/Plaintiff's products.

Plaintiffs' Mark/Product	Defendant's Mark/Product
	
	
	

Plaintiffs' Mark/Product	Defendant's Mark/Product
	
	

3 Mr. Kamod then points out that the order was executed on 28th May 2024 as more particularly set out in paragraph 5 of the Interim Application. He submits that after the execution of the order, the Defendants had in fact appeared before this Court on 23rd July 2025. He pointed out that despite the aforesaid order, the Defendants have with impunity continued to breach the said order and act in deliberate and wilful defiance of the same. He has invited my attention to the fact that despite being duly served with the exparte ad-interim order, the Defendants have been advertising for sale on various online platforms / websites the offending products. He has drawn my

attention to page Nos.40 and 47 of the Interim Application, which sets out that as on 13th February 2025, the offending products were being offered for sale on the official page of the Defendants on Western India Mart. Similarly, points out that the Defendants offending products have also been listed on a website called Veer International Pharma Chem on 13th February 2025. He has then tendered across the bar one printout of the website justdial as on 3rd September 2025 which also reflects that the Defendant's offending products are been advertised for sale. He has additionally invited my attention to the printouts from Amazon, Justdial and India and Trade India all as recent as 3rd September 2025, i.e., today's date, which all show that the Defendants products have been advertised, in support of his contention that it is wilful defiance of this court. Mr. Kamod then pointed out that in fact, after the present interim application has been filed and duly served upon the Defendants, Defendant No.1 has in fact appeared in person in this Court on 23rd July 2025 and had expressed his willingness to change the mark as well as the label and remove all listings from the e-commerce website. He however, submits that in fact the Defendants have not done so as is evident from the material that have been placed before me today.

4 Mr. Kamod then invited my attention to the previous order dated 20th August 2025, by which this Court had directed the Defendant No.1 to be served once again and placed the matter today for hearing. He submits that the Defendants has in fact been served with the order dated 20th August 2025 despite which none have appeared.

5 After having heard Mr. Kamod and having applied my mind to the material placed before me, there is no hesitation in my mind to hold that the Defendants continues to act in blatant and wilful disregard to the order of this Court. The Defendants have not even attempted to deny any of the allegations set out. In my view, more than sufficient cause has been shown to allow the present Interim Application in terms of prayer clauses (b) and (c) which read thus:

"(b). The Defendants be directed to forthwith comply with this Hon'ble Court's Order dated May 8, 2024 and cease use of the objectionable marks/labels VECARE RUB/VECARE BABY RUB/VECARE INHALER/





/ and/or any other mark identical and/or deceptively similar to the Second Plaintiff's VICKS trade marks and/or artworks



;



;



and



including in the packaging employed in respect of its products under the VICKS trade marks;

(c). The Defendants be summoned for personal appearance before this Hon'ble Court to explain their conduct;”

6 In addition the Defendants shall be directed to also disclose on affidavit their assets and immovable properties before any further orders in terms of prayer clause (e) can be passed. A copy of this order shall be served upon the Defendants. It is made clear that if, on the next date the Defendants are not present in this Court, this Court will be constrained to issue non-bailable warrant to ensure their presence. Defendants to file affidavit in compliance with the aforesaid directions on or before 16th September 2025.

7 Stand over to 17th September 2025, High On Board.

[ARIF S. DOCTOR, J.]