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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.11.2025

CORAM

THE HONOURABLE **MR.JUSTICE N. SENTHILKUMAR**

C.S.(Comm.Div)No.7 of 2024
and (T)OP(TM)No.8 of 2024

C.S.(Comm.Div)No.7 of 2024

1. Nippon Paint Holdings Co. Ltd.,
2-1-2, Oyodo Kita, Kita Ku,
Osaka, Japan.

Through its Power of Attorney, Subash Gaijes Selvaraj.

2. Nippon Paint (India) Private Limited,
129, 140, 9th floor, Prestige Palladium Bayan Buildings,
Greams Road, Thousand Lights,
Chennai-600 006.

Through its Power of Attorney, Subash Gaijes Selvaraj. ... Plaintiffs

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-VS-

1. Mr. Suraj Sharma,
S/o. Mr. Laxmi Narayan Sharma,
WE-305, Chhajju Ram street, Ali Mohalla,
Jalandhar, Punjab-144001.

2. M/s. Nippon Paint & Chemicals
Tilak Nagar Road, Ghass Mandi Basti Sheikh
Jalandhar City, Punjab-144002.
Representing through its Proprietor Mr.Suraj Sharma.

... Defendants

Prayer : Complaint is filed under Order IV Rule 1 of the Madras High Court
Original Side Rules Read With Order VII Rule 1 of the Code of Civil
Procedure and Section 2(1)(c)(xvii) and Section 7 of the Commercial Courts
Act, 2015 Read With Sections 27, 28, 29, 134, and 135 of the Trade Marks
Act, 1999, and Sections 51, 55 and 62 of the Copyright Act, 1957, prays for
the Judgment and Decree against the defendants, as follows:



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(a) Pass and pronounce a decree of permanent injunction restraining the defendants from infringing upon the plaintiff's registered NIPPON PAINT trade marks/name, through themselves or through, their promoters, partners, assigns, sister concern, affiliates, relatives, successors-in-interest, licensees, franchisees, representatives, servants, distributors, employees, agents, etc. or anyone associated with them, from using in relation to their products/business directly or indirectly, and/or in any manner whatsoever the impugned





singularly or in conjunction with any other word or logo as a trade mark, Service mark, house mark, trade name, trading style, website, domain name, e-mail address, webpages or otherwise in any manner whatsoever;

(b) Pass and pronounce a decree of permanent injunction restraining the Defendants, their promoters, partners, assigns, sister concern, affiliates, relatives, successors-in-interest, licensees, franchisees, representatives, servants, distributors, employees, agents etc. or anyone associated with them from manufacturing, promoting, selling, using, reproducing, importing, exporting or displaying the Plaintiff's NIPPON PAINT marks/name including



deceptively similar to the NIPPON PAINT trade marks/ name in any manner whatsoever so as to pass off or enable others to pass off their business and/or



products as that of the Plaintiffs or in some manner connected with the Plaintiffs;

(c) Pass and pronounce a decree of permanent injunction restraining the defendants from infringing upon the Plaintiffs' copyright in the artistic work/label/logos/device/representation, viz.,

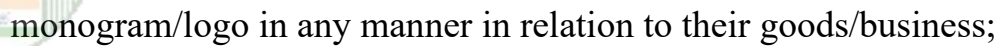


through themselves or through their promoters, partners, assigns, sister concern, affiliates, relatives, successors-in-interest, licensees, franchisees. representatives, servants, distributors, employees, agents etc. from using, reproducing or displaying the impugned device/logo



or any such artistic

work/ representation/logo, or any other work similar to or being an identical or substantial reproduction of Plaintiffs' above-mentioned artistic work/ representation/logo, singularly or in conjunction with any other words or





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(e) Pass and pronounce a preliminary decree for rendition of accounts directing the Defendants to produce before the Hon'ble Court or any person nominated/designated/appointed by this Hon'ble Court all accounts in general and invoices and sales figures in particular;

(f) Pass and pronounce a decree declaring that the mark NIPPON PAINT is a well-known trade mark(s) under Section 2(1)(zg) of the Act;

(g) Pass and pronounce a final money decree in favour of the Plaintiffs' and against the Defendants for payment of damages in the sum of INR 2,00,00,000 or in such higher sum as may be determined/ascertained pursuant to the rendition of accounts;

(h) Award costs of the suit.

For Plaintiffs : Mr.J.V.Abhay



Ms.Maidini Phul
Ms.Sushain Sobti
Ms.J.Akhila

For Defendants : Mr.S.M.Vivekanandh
Mr.Davesh

Vashishtha

(T)OP(TM)No.8 of 2024

M/s Nippon Paint Kabushiki Kaisha
(Nippon Paint Co. Ltd.), presently known as
Nippon Paint Holdings Co. Ltd., at 2-1-2
Oyodo Kita, Kita-Ku, Osaka, Japan.

.. Petitioner

vs.

Suraj Sharma trading as Nippon Paints and Chemicals,
Tilak Nagar Road, Ghass Mandi Basti Sheikh
Jalandhar City, Punjab.

.. Respondent

For Petitioner :

Mr.J.V.Abhay
Ms.Maidini Phul
Ms.Sushain Sobti
Ms.J.Akhila

For Respondent :

Mr.S.M.Vivekanandh
Mr.Davesh Vashishtha



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JUDGMENT

Today, the authorized representatives of the plaintiff and the defendant appeared before this Court through video-conference and they were duly identified by their respective counsel.

2. A joint memorandum of compromise dated 13.11.2025 has been filed stating that the parties have settled the matter before the Supreme Court Mediation Centre vide Settlement Agreement dated 12.08.2025. The said document has been executed by the respective proprietors of the plaintiff and the defendant and by their respective counsel. The Supreme Court Mediation Centre has enclosed the settlement agreement dated 12.08.2025. Therefore, it is appropriate to incorporate the scanned copy of the Settlement Agreement dated 12.08.2025 and a joint memorandum of compromise dated



13.11.2025 filed by both the parties and the same are extracted hereunder:

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ANNEXURE-A

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SUPREME COURT MEDIATION CENTRE (Under the aegis of the Supreme Court Legal Services Committee)

Special Leave Petition (Civil) Diary No. 13657/2025

IN THE MATTER OF:

Nippon Paint Holdings Co. Ltd. & Anr.PETITIONER'S

VERSUS

Suraj Sharma & Anr.RESPONDENT'S

Present : Petitioner in Person Mr. Subash Gaijes, and-Mr. Suraj Peruli,
Authorised Signatory for the Petitioners alongwith Ms.
Maidini Phul and Mr. Sushain Sobti, Advocates for the
Petitioners
Mr. Suraj Sharma Respondent in Person along with Mr.
Davesh Vashishtha, Advocate for the Respondent.

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this 12th day of
August 2025 at Delhi.

1. **Background :-** The dispute between the parties pertains to the
use of the trademark/tradename "NIPPON PAINTS" and "NIPPON
PAINTS & CHEMICALS" in relation to paints and allied products in
India.

It is stated that the parties have been engaged in multiple
litigations before the Trade Marks Registry, the Hon'ble High
Courts of Madras, and the Hon'ble Supreme Court of India.



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Supreme Court of India, Hon'ble Mr. Justice Surya Kant and Hon'ble Mr. Justice Joymalya Bagchi, the matter was referred to the Mediation Centre for exploring the possibility of an amicable resolution.

2. **Mediation Process:-** Multiple mediation sessions were conducted with the authorised representatives alongwith counsel for both parties. After detailed discussions, exchange of documents, and consideration of mutual business interests, the parties reached a full and final settlement.

3. **Terms of Settlement:-**

1. The Respondents shall forthwith discontinue the use of the marks/names "NIPPON PAINTS" and "NIPPON PAINTS & CHEMICALS" in respect of paints and allied products, such as distempers, putty etc. including part of their trade name, domain. Both the parties will not object for the registration of trade mark as agreed in the term sheet.
2. The Respondents may adopt and use "LXN NIPPON COLORS" or "LXN NIPPON COLOURS" or "LXN NIPPON CHEMICALS" for their paint products and allied products, restricted exclusively to the States of Punjab and Himachal Pradesh. The Respondents shall use the aforesaid proposed marks in same font size, including Horizontal and vertical representation of all three words, without giving any prominence or emphasis to the word "NIPPON".
3. The Respondents shall withdraw/cancel all trademark applications/registrations before the Trade Marks Registry, Delhi, within 30 days of signing the present agreement, as well as withdraw the opposition proceedings filed against the petitioners' trade marks.



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4. The Respondents shall not use the red-blue colour combination in relation to their paint products and other allied products in any manner whatsoever.
5. The Petitioners have agreed to compensate the Respondents INR 50 Lakhs which will be handed over prior to the hearing at the Supreme Court of India at the bank details (account number 0234000100441610) provided to the Respondents through bank transfer.
6. The Petitioners agree to grant the Respondents a phase-out period of 6 months from the date of signing this agreement to dispose of existing stock bearing the impugned "NIPPON PAINTS" and "NIPPON PAINTS & CHEMICALS" marks.
7. Upon execution of this settlement, all pending legal proceedings between the parties relating to the "NIPPON PAINTS" marks/name in India shall be withdrawn, with liberty to file consent terms wherever, before the Supreme Court of India, Madras High Court within 3 weeks.

Both parties confirm that this settlement has been arrived at voluntarily, without coercion or undue influence, and in their respective commercial interests. They undertake to abide by the above terms in letter and spirit.

Both the parties are grateful to Hon'ble Mr. Justice Surya Kant and Hon'ble Mr Justice Joymalya Bagchi for referring this matter to the mediation which led to amicable settlement.

By signing this Agreement the parties hereto solemnly state and affirm that they have no further claims or demands against each other, and all the disputes and differences have been amicably settled by the

[Signatures of parties and mediators]

[Circular stamp: SUPREME COURT MEDIATION COURT, 13/01/25]

[Signatures of parties and mediators]



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parties hereto through the process of Mediation.

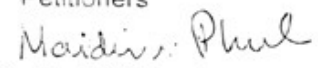
The parties respectfully undertake before this Hon'ble Court that they have read, understood, and voluntarily executed the present Settlement Agreement of their own free will, without any force, fraud, coercion, duress, or collusion. They further agree to abide by all its terms and conditions and shall be estopped in law from raising any future dispute or challenging the validity of any clause on any ground whatsoever.

IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement on the day, month and year first written above.


[Mr. Subash Gaijes]
Petitioners

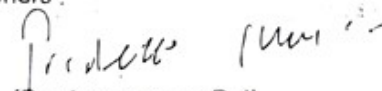

[Mr. Suraj Sharma]
Respondents


[Mr. Suraj Peruli]
Petitioners


[Ms. Maidini Phul]
Advocates for the Petitioners
Enrol No:- 411945/08


[Mr. Daves Vashishtha]
Advocate for the Respondents
Enrol No:-


[Mr. Sushain Sobti]
Advocates for the Petitioners
Enrol No:- 412010/2012


[Pradeep Kumar Rai]
Senior Advocate / Mediator
Supreme Court of India

Date:- 12.08.2025











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IN THE HON'BLE HIGH COURT OF JUDICATURE AT
MADRAS
(ORDINARY ORIGINAL CIVIL JURISDICTION)
(COMMERCIAL JURISDICTION)
C.S. (COMM. DIV.) NO. 7 of 2024
AND
(T) OP (TM) NO. 8 of 2024

1. Nippon Paint Holdings Co., Ltd.
2-1-2 Oyodo Kita, Kita-ku
Osaka, Japan
Through its Power of Attorney
Subash Gaijes Selvaraj
 2. Nippon Paint (India) Private Limited
129, 140, 9th Floor
Prestige Palladium Bayan Building
Greens Road, Thousand Lights
Chennai - 600 006
Tamil Nadu, India
Through its Power of Attorney
Subash Gaijes Selvaraj
- ... PLAINTIFFS

VERSUS

1. Mr. Suraj Sharma
S/O Mr. Laxmi Narayan Sharma
WE-305, Chhajju Ram Street
Ali Mohalla, Jalandhar
Punjab - 144001



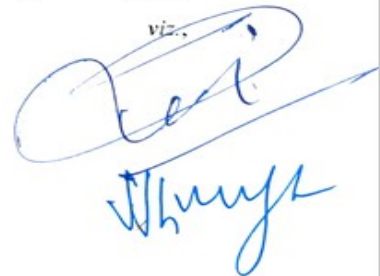
2. M/s Nippon Paints & Chemicals
Tilak Nagar Road,
Ghass Mandi Basti Sheikh
Jalandhar City, Punjab - 144002 ... DEFENDANTS

**JOINT MEMO OF COMPROMISE FILED BY THE
PLAINTIFFS AND DEFENDANTS**

1. The Plaintiffs have filed the present suit for trade mark infringement, passing off, unfair competition, rendition of accounts, damages, delivery-up *etc.* against the Defendants to restrain them from misappropriation and misuse of their intellectual property vesting in their registered NIPPON PAINT trade marks/name, including the 'NIPPON PAINT',



marks. In the suit, the Plaintiffs sought reliefs for, *inter alia*, permanent injunction against the Defendants from infringing the Plaintiffs' NIPPON PAINT trade marks/name, as well as copyright vesting in the artistic work/label/logos/device/representation, viz.,





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, and passing off its goods/business as that of the Plaintiffs.

2. The Plaintiff No. 1 also filed a Cancellation Petition before the Trade Marks Registry, Delhi bearing No. 280766 seeking removal of the Defendants trade mark registration for the mark **NIPPON PAINTS** under No. 1695808 in Class 2, which has been transferred to this Hon'ble Court and numbered as (T) OP (TM) No. 8 of 2024. The Defendants filed a Special Leave Petition ("SLP") before the Hon'ble Supreme Court titled *Mr. Suraj Sharma & Anr. v. Nippon Paint Holdings, Co., Ltd. & Anr. ; SLP (C) 10454 of 2024*, challenging the transfer, wherein the Hon'ble Supreme Court had stayed the transfer of the rectification petition during the pendency of the SLP *vide* its Order dated May 10, 2024. The same is pending adjudication before the Hon'ble Supreme Court, and shall be withdrawn by the Defendants at the next date of hearing.
3. This Hon'ble Court was pleased to grant *ad interim* injunction in favour of the Petitioners *vide* its order dated September 6, 2024 in the interim applications numbered as O.A. Nos. 17 & 18 of 2024 in the present matter. The Defendants preferred appeals against the said order before the Hon'ble Division Bench/Commercial Appellate Division of this Hon'ble Court, bearing numbers OSA (CAD) No. 159 of 2024 and OSA (CAD) No. 2 of 2025 and CMP Nos. 29763 of 2024 and CMP Nos. 143 of 2025. The

[Signature]
[Signature]

[Signature]
[Signature]



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Hon'ble Division Bench proceeded to admit the above appeals and stay the injunction order dated September 6, 2024, pending disposal of the Appeals *vide* its Order dated January 8, 2025.

4. Subsequently, the Plaintiffs filed a SLP before the Hon'ble Supreme Court, numbered as SLP (Civil) Diary No. 13657 of 2025 challenging the above Order of the Hon'ble Division Bench/Commercial Appellate Division dated January 8, 2025. The Hon'ble Supreme Court *vide* its Order dated July 24, 2025, referred the parties to the Supreme Court Mediation Centre for exploring the possibility of amicable settlement of the dispute through mediation.
5. Thereafter, multiple mediation sessions were held between the Learned Mediator, Mr. Pradeep Kumar Rai, Senior Advocate, the parties, and their respective Counsels/representatives. The parties amicably resolved their dispute, and executed a Settlement Agreement dated August 12, 2025 ("**Settlement Agreement**"), under the auspices of the Supreme Court Mediation Centre, which is annexed herewith as **ANNEXURE – A**. The terms of settlement have been reproduced hereunder:

"1. The Respondents shall forthwith discontinue the use of the marks/names "NIPPON PAINTS" and "NIPPON PAINTS & CHEMICALS" in respect of paints and allied products, such as distempers, putty etc. including part of their trade name, domain. Both the parties will not object



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for the registration of trade mark as agreed in the term sheet.

2. The Respondents may adopt and use **"LXN NIPPON COLORS"** or **"LXN NIPPON COLOURS"** or **"LXN NIPPON CHEMICALS"** for their paint products and allied products, restricted exclusively to the States of Punjab and Himachal Pradesh. The Respondents shall use the aforesaid proposed marks in same font, size, including Horizontal and vertical representation of all three words, without giving any prominence or emphasis to the word "NIPPON".

3. The Respondents shall withdraw/cancel all trade mark applications/registrations before the Trade Marks Registry, Delhi, within 30 days of signing the present agreement, as well as withdraw the opposition proceedings filed against the Petitioners' trade marks.

4. The Respondents shall not use the red-blue colour combination in relation to their paint products and other allied products in any manner whatsoever.

5. The Petitioners have agreed to compensate the Respondents INR 50 Lakhs which will be handed over prior to the hearing at the Supreme Court of India at the bank details (account number 0234000100441610) provided to the Respondents through bank transfer.



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6. The Petitioners agree to grant the Respondents a phase-out period of 6 months from the date of signing this agreement to dispose of existing stock bearing the impugned "NIPPON PAINTS" and "NIPPON PAINTS & CHEMICALS" marks.

7. Upon execution of this settlement, all pending legal proceedings between the parties relating to the "NIPPON PAINTS" marks/name in India shall be withdrawn, with liberty to file consent terms wherever, before the Supreme Court of India, Madras High Court within 3 weeks."

6. It is submitted that as per Clause 5 of the Settlement Agreement, the Plaintiffs transferred a sum of INR 50,00,000 on August 14, 2025 through bank transfer as full and final compensation in respect of the dispute. The Defendants acknowledge receipt of the same. Copy of the document evidencing the bank transfer of INR 50,00,000 by the Plaintiffs to the Defendants' bank account is annexed herewith as **ANNEXURE – B**.

7. Further, the Defendants as per Clause 3 of the Settlement Agreement dated August 12, 2025, have filed appropriate requests for cancellation/withdrawal of applications/oppositions/registrations with the Trade Marks Registry, as listed below –



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- a. Request for cancellation of Defendants' trade mark

registration for the mark 
bearing No. 1695808;

- b. Letter for withdrawal of Defendants' trade mark

application for the mark  bearing
No. 658934 in Class 2;

- c. Letter for withdrawal of Defendants' trade mark
application for the mark

 bearing No. 658934 in
Class 2;

- d. Letter for withdrawal of Defendants' opposition No.
743535 filed against the Plaintiffs' NIPPON PAINT

mark  in Class 2 bearing No. 1599254;

- e. Letter for withdrawal of Defendants' opposition No.
743535 filed against the Plaintiffs' NIPPON PAINT

mark  in Class 2 bearing No.
1599256; and



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- f. Letter for withdrawal of Defendants' opposition No. 743535 filed against the Plaintiffs' NIPPON PAINT



in Class 2 bearing No. 1672185.

8. The Hon'ble Supreme Court has vide its Order dated October 6, 2025, has requested this Hon'ble Court to dispose the pending cases before the parties expeditiously as per the terms of the Settlement Agreement. Copy of the Hon'ble Supreme Court's Order dated October 6, 2025, is annexed herewith as **ANNEXURE – C**.

For the reasons stated above, it is therefore, most humbly prayed that this Hon'ble Court be pleased to dispose of the matter accordingly, by recording the terms of settlement as agreed upon *vide* the Settlement Agreement dated August 12, 2025, with the liberty to approach this Hon'ble Court in the event of any breach of the terms of settlement as recorded in the said Settlement Agreement dated August 12, 2025, and pass such further or other orders as this Hon'ble Court may deem fit in the circumstances of the case and thus render justice.

Dated at ^{Chennai}..... on this the ^{13th}..... day of November, 2025.

PLAINTIFFS

COUNSEL FOR
PLAINTIFFS

DEFENDANTS

COUNSEL FOR
DEFENDANTS



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4. Therefore, C.S.(Comm.Div)No.7 of 2024 and (T)OP(TM)No.8 of 2024 are disposed of in terms of the joint memorandum of compromise dated 13.11.2025 and the Settlement Agreement dated 12.08.2025. The joint memorandum of compromise and the Settlement Agreement shall form part of the decree. In view of the settlement, there will be no order as to costs.

14.11.2025

Index: Yes/No

Internet: Yes/No

Neutral Citation : Yes/No

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N. SENTHILKUMAR,J.

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C.S.(Comm.Div)No.7 of 2024
and (T)OP(TM)No.8 of 2024



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14.11.2025