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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 933/2025, I.A. 21683/2025, I.A. 21684/2025, I.A. 21685/2025, I.A. 21686/2025, I.A. 21687/2025

BULGARI S.P.A

.....Plaintiff

Through: Mr. Rishi Bansal (through vc) with
Ms. Harshita Bansal, Ms. A. Banerjee
and Ms. Janhvi Buddiya, Advs.

versus

SUMEET PRAKASH JAIN TRADING AS

AANYA LIFESTYLE & ANR.

.....Defendants

Through: Mr. Adarsh Ramanujan and Mr.
Harshit Khanduja, Advs. for D-1 and
D-2

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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02.09.2025

1. The present suit has been filed under Section 134 and 135 of the Trade Marks Act, 1999, Section 51 and 55 of the Copyright Act, 1957, design, Section 22 of the Design Act, 2000, seeking a permanent injunction restraining the Defendants from infringing and passing off Plaintiff's trademark, copyright, and design, along with other ancillary reliefs. The Plaintiff also seeks damages, delivery up, and rendition of accounts.

2. The case set out in the plaint is as under:

2.1. The Plaintiff, an Italian luxury brand, manufactures and sells jewellery, watches, fragrances, accessories, eyewear, and leather goods under the globally renowned trademark BVLGARI and its variants,



including but not restricted to BVLGARI SERPENTI and B.ZERO1.

Plaintiff's products are endorsed worldwide, showcased in films, and promoted through its official websites accessible in India.

2.2. The Plaintiff holds multiple trademark and design registrations protecting its distinctive patterns, trade dress, and the famous SERPENTI collection. Plaintiff's registrations have been set out in paragraph '16' and '19' of the plaint.

2.3. The trademark BVLGARI has acquired a global reputation and recognition for its distinctive patterns and designs, particularly the iconic SERPENTI collection adopted in 1940, inspired by the 'snake' motif, which is uniquely and widely associated with the Plaintiff.

2.4. In July 2023, the Plaintiff discovered that Defendant No. 1, through its website <https://zivom.com/> and e-commerce platforms including Amazon, Flipkart, Myntra, Snapdeal, and Meesho, was selling products that slavishly copied the Plaintiff's product's shape, configuration, pattern, ornamentation, placement, colour combination, and overall get-up and appearance.

2.5. Despite the service of multiple cease-and-desist notices, Defendant No. 1 only temporarily complied before resuming infringing activities.

2.6. However, in January 2025, the impugned goods resurfaced on Defendant No. 1's website. Further, Defendant No. 1 was also found offering a product under the mark SERPENTINE, deceptively similar to the Plaintiff's well-known mark SERPENTI.

2.7. A test purchase conducted by the Plaintiff revealed that while the packaging bore Defendant No. 1's address, the payment process and GST details corresponded to Defendant No. 2.



2.8. It is stated that a bare perusal of the impugned goods of the Defendants proves that the impugned design and trade dress are a blatant replication of the Plaintiff's registered designs and trade dress, and are thus passing off their goods as those of the Plaintiff.

3. Advance service of the suit paper-book was affected on the Defendants and accordingly, Defendants have entered appearance.

4. Let the plaint be registered as a suit.

5. Issue Summons. Summons accepted by counsel for the Defendants.

6. Mr. Adarsh Ramanujan, learned counsel, enters appearance on behalf of Defendant Nos. 1 and 2. He states that the *vakalatnama* will be filed during the course of the day.

7. He states on instructions that Defendant Nos. 1 and 2 do not wish to contest this suit and are willing to suffer a decree of permanent injunction in terms of prayer clause (a), (b), (c), and (d).

8. In view of the aforesaid submission on behalf of the Defendant Nos. 1 and 2, the matter was passed over in the morning session and Defendant Nos. 1 and 2 were directed to file their affidavit to this fact.

9. The matter has thereafter been taken up in the post-lunch session, and the learned counsel for the Defendants has handed over the undertaking by way of an affidavit on behalf of both Defendant Nos. 1 and 2.

9.1. He states that the Defendants are willing to furnish an undertaking before this Court that they shall not deal in the impugned goods. In this regard, affidavit(s) dated 02.09.2025 have also been tendered by the Defendants.

9.2. He states that the affidavits will also be e-filed with the Registry during the course of the day. He states that the original affidavit of



Defendant nos. 1 and 2 has been handed over to the counsel for the Plaintiff for their record.

9.3. He states that the contents of the affidavits of Defendant Nos. 1 and 2 are identical.

10. Mr. Rishi Bansal, learned counsel for the Plaintiff, states that the Plaintiffs have perused the affidavits and are satisfied.

11. He states that Plaintiff is ad idem that, in view of the affidavits filed by the Defendants, the cause of action and grievance raised in the present suit stand satisfied and do not survive for adjudication. Accordingly, the Plaintiff is not pressing the remaining reliefs for damages, rendition of accounts, and costs.

12. Learned counsels for the parties state that the relief sought in paragraph '77(g)' with respect to delivery up stands satisfied in terms of paragraph '7' of the affidavit. The said statement is taken on record.

13. This Court has perused the affidavit and the undertaking by way of affidavit of Defendant No. 1. The affidavit reads as under:-

"1, Sumeet Prakash Jain, sole proprietor of Defendant No. 1 - Aanya Lifestyle, Office address Flat No. 2, 1 st Floor, Rajab Cottage, Hill Road, SV Road, Near Lucky Junction, Bandra W, Mumbai -400050, Maharashtra, do hereby solemnly affirm and state as follows:

1. That I am the proprietor of Defendant No. 1 and am fully authorised and competent to make this affidavit.
2. That I hereby agree, acknowledge and confirm that the Plaintiff is the exclusive owner and proprietor of:
 - i. the **Designs** as enlisted in Para Nos. 19 of the Plaint as well as of the copyright subsisting in the artistic work in each of the designs therein (hereinafter collectively referred to as '**the said designs/said registered designs**');
 - ii. the **Trademarks** enlisted in Para No. 16 of the Plaint (hereinafter collectively referred to as '**the said trademarks**'); and
 - iii. the **Trade Dress** of the Plaintiff's articles/goods/products enlisted at para 63 of the Plaint bearing the Designs and Trade Marks including the shape, configuration, pattern, placement and size of



ornamentation/stone, colour combination, pattern and distinctive overall getup and appearance of each.

3. That I hereby agree to suffer a decree in the Suit and a permanent injunction in terms of the Para 77 (a), (b), (c) and (d) of the Plaint. That I, either independently or through our their proprietors, officers, agents, authorised representatives, assigns, heirs, successors-in-interest, franchisees, licensees and/or all other persons acting for and on our behalf, hereby acknowledge, agree and undertake not to manufacture, market, import, export, offer to/for sell, solicit, distribute, display, advertise, promote and/or in any other manner through physical or through the website www.zivom.com and www.allthatsells.com, e-commerce platform such as Amazon, Flipkart, Myntra, Meesho etc., third party platform such as IndiaMart and JustDial etc., and social media platform such as Instagram, Facebook, YouTube etc., or by any other means, now or in the future:

- a) The impugned goods bearing the impugned designs which are identical with, deceptively similar to, or are an obvious/substantial imitation to Plaintiff's said registered designs as described and reproduced in Para 63 of the Plaint and/or any other goods bearing any other designs which are identical with, deceptively similar to, or amount to an obvious/substantial imitation of the Plaintiff's said designs;
- b) The impugned goods under the impugned mark 'SERPENTINE' as its name and/or as a part of its description or any other goods under any other marks in any manner whatsoever which may be identical with and/or deceptively similar to the Plaintiff's said

SERPENTINE BVLGARI SERPENTINE

trademarks/labels or any other trademarks/labels of the Plaintiff;

- c) The impugned goods under the impugned trade dress which are identical with and/or deceptively similar to the Plaintiff's said trade dress as described and reproduced in Para 63 of the Plaint and/or any other goods bearing any other trade dress which are identical with and/or deceptively similar to the Plaintiff's said designs;
 - d) Engage in or indulge in falsification, unfair and unethical trade practices by passing off the impugned goods as that of the said goods of the Plaintiff,
4. That I further undertake that, while the product listings have already been withdrawn from our own websites www.zivom.com and www.allthatsells.com, we shall, within a period of one week from the date of this undertaking, conduct a thorough inspection and verification to ensure that none of the impugned products are inadvertently displayed or offered for sale on any third-party platforms or e-commerce portals. In the



- event any such listings are found, we undertake to immediately and permanently remove the same.
5. That I hereby acknowledge, agree and undertake to restrain from disposing off or dealing with the impugned products at our premises at the addresses mentioned in the Memo of Parties and our stocks-in-trade or any other assets as has been brought to the notice of the Hon'ble Court.
 6. That I hereby state and confirm that the total number of impugned articles and goods bearing the impugned designs and trade dress which are currently in our possession are 47 (forty-seven) pieces, comprising 8 (eight) distinct categories of goods.
 7. **That I hereby undertake to destroy, at our own cost, all impugned finished and unfinished materials and goods bearing the impugned designs, marks (if any) and trade dress, including packaging, molds, machines, labels and other related items, which are identical with or deceptively similar to the Plaintiff's registered designs, trademarks and trade dress. Such destruction shall be carried out by us in the presence of the Plaintiff or their authorised representative and/or Counsel.**
 8. That this Affidavit of Undertaking is furnished to this Hon'ble Court without prejudice to and with full reservation of all rights, remedies and contentions available to me in law and on facts
 9. That I hereby acknowledge, agree and undertake that in the event of any breach of its undertakings or in case of any future infringements by them, the Plaintiff will be entitled to seek all remedies available to it under applicable laws."

(Emphasis Supplied)

14. The Court hereby accepts the undertakings of the Defendant nos. 1 and 2. The Defendants shall be bound by the said undertakings. The suit is decreed in terms of prayer clauses 77(a), (b), (c), and (d) of the plaint and qua prayer clause 77(g) in the aforesaid terms.

15. The remaining reliefs in the suit for money claims are dismissed as not pressed.

16. In view of the fact that this suit has been compromised at an initial stage itself on the very first date of hearing, the Plaintiff is exempted from depositing the court fee.

17. It is, however, clarified that in the event of any breach of the decree



by the Defendants, necessitating execution of the decree by the Plaintiff, the Plaintiff shall be liable to deposit the entire court fee.

18. The registry is directed to draw up a decree sheet accordingly.

19. Pending applications are disposed of in terms of the order passed today.

MANMEET PRITAM SINGH ARORA, J

SEPTEMBER 2, 2025/msh/aa