IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT NO. 120 OF 2026
WITH
INTERIM APPLICATION (L) NO.6611 OF 2026
WITH
LEAVE PETITION NO.87 OF 2026
IN
COMMERCIAL IP SUIT NO. 120 OF 2026

PRACHI PRANESH NANDIWADEKAR
Digitally signed by PRACHI PRANESH NANDIWADEKAR
Date: 2026.10.09 11:42:29 +0530

Metro Brands Limited … Plaintiff

V/s.

Metro Footwear & Ors. ….Defendants

Ms. Gauri Sansare and Ms. Varsha Vasave i/by Mr. Avesh Kayser, for the Plaintiff.

Ms. Archishmati Chandramore for the Defendant Nos.1 and 3.

Mrs. S. S. Chipkar, Master (Adm.) Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 8 OCTOBER 2026

P. C. :-

1. Heard learned counsel appearing for the Plaintiff and learned counsel appearing for the Defendant Nos.1 and 3.

Leave Petition No. 87 OF 2026

2. Perused the averments in the Plaint and Leave Petition.

3. For the reasons set out in Leave Petition No. 87 of 2026, the same is allowed in terms of prayer clauses (a) and (b).

Commercial IP Suit No. 120 OF 2026

4. Learned counsel appearing for the Plaintiff and learned counsel for the Defendant Nos.1 and 3 state that the parties have settled the dispute and tendered the 'Consent Terms'.

5. Both the learned counsel state that Defendant No.2 has passed away and therefore, suit be disposed of against Defendant No.2 as infracturious.

6. The consent terms are signed on behalf of the Plaintiff by Ms. Deepa Sood, Vice President (Legal) of Plaintiff-Company, who has been authorised to sign the consent terms by Board Resolution passed by the Board of Directors in meeting dated 20 May 2026. The Board Resolution is annexed at page 15 of the consent terms. The consent terms are also signed by Defendant No.3- Ms.Neha Rastogi, who is the proprietor of Defendant No.1-Metro Footwear.

7. Ms. Deepa Sood, authorised representative of Plaintiff and Ms. Neha Rastogi-Defendant No.3 and the proprietor of Defendant No.1 are present through Video Conferencing and state that parties

have settled the dispute in terms of the consent terms.

8. Accordingly, the Consent Terms are taken on record and marked as "X" for identification. A scanned copy of the Consent Terms is reproduced herein below:

Coram: Madhav J. Jamdar, J
Date : 08/10/2026
"X"

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COM. IPR SUIT (L) NO. 6314 OF 2026

Metro Brands Limited)
a company incorporated under)
the Companies Act, 1956,)
having its Registered Office at)
401, Kanakia Zillion, 4th floor,)
L. B. S. Marg & C. S. T. Road)
Junction, Kurla (West),)
Mumbai 400 070) ...Plaintiff

Versus

1. **Metro Footwear**)
having its store at JHA-11,)
Naveen Nagar Road, Naveen)
Nagar, Moradabad, Uttar)
Pradesh 244105)

2. **Jugesh Chand Rastogi**)
having its store at JHA-11,)
Naveen Nagar Road, Naveen)
Nagar, Moradabad, Uttar)
Pradesh 244105)

3. **Neha Rastogi**)
having its store at JHA-11,)

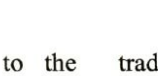
METRO BRANDS LIMITED

2

Naveen Nagar Road, Naveen)
Nagar, Moradabad, Uttar)
Pradesh 244105)...Defendants

CONSENT TERMS

BY CONSENT, THE PARTIES TO THE SUIT SETTLE THEIR DISPUTES IN THE FOLLOWING MANNER:

1. The Defendants expressly admit, acknowledge, confirm, and undertake that the Plaintiff is the sole and exclusive registered proprietor, lawful owner, and person exclusively entitled to all prior, valid and subsisting rights, title, and interest in and to the trademarks "", "", "", "", "", "", "M E T R O", "**METRO**", "**METRO BRANDS**", and variants thereof ("**said marks**"), including, without limitation, all registrations and applications relating thereto, the goodwill and reputation attached thereto, as well as the copyright in the artistic features thereof and in the trade dress and label thereof, and all ancillary statutory and common law rights subsisting therein or arising therefrom, as more particularly set out in and annexed as Exhibits I and J to the Plaint in the above Suit.

2. The Defendants also accept and acknowledge the Plaintiff to be the owner and proprietor of the trademarks and the copyright that subsists in the said marks along with

METRO BRANDS LIMITED

PPN

3

, and other marks registered by the Plaintiff.

3. The Defendants accept and agree not to use the words/marks METRO, MOCHI, WALKWAY, DA VINCHI, BIOFOOT, CHEEMO or any graphical representation thereof or any word deceptively and confusingly similar to the same mark, etc., for any goods and/or services.

4. The Defendants accept and agree to, with immediate effect to discontinue the use of the impugned marks "METRO" / "MATRO" / "" / "", ("**impugned marks**") for any goods and/or services including footwear.

5. The Defendants hereby submit to and consent to a decree being passed against them in terms of prayer clauses (a) and (b) of the Plaint, without any demur, reservation, or qualification, which are reproduced hereinbelow:

"a. A decree of perpetual injunction restraining and prohibiting the Defendant and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers,

METRO BRANDS LIMITED

4

affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors and / or all persons / entity claiming through them or acting on their behalf, be restrained from infringing upon the said marks of the Plaintiff by directly or indirectly using, manufacturing, selling, distributing, advertising, publishing, displaying, stocking or in any manner on any products bearing the said marks / trademarks / trade name / label / packaging / trade dress / theme of METRO and its variants, more particularly the impugned marks, including but not limited to METRO / MATRO /  */*  *, as well as the graphical representations thereof and/or any other mark identical and/or deceptively similar to the Plaintiff's registered METRO marks or any such marks registered by the Plaintiff with respect to the said goods;*

b. *A decree of perpetual injunction restraining and prohibiting the Defendant and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors and / or all persons / entity claiming through them or acting on their behalf, be restrained from passing off the impugned goods bearing the impugned mark directly or indirectly using, manufacturing, selling, distributing, advertising, publishing, displaying, stocking or in any*

METRO BRANDS LIMITED

5

manner on any products bearing the said marks / trademarks / trade name / label / packaging / trade dress / theme of METRO and its variants, more particularly the impugned marks, including but not limited to METRO/MATRO/   *, as well as the graphical representations thereof and/or any other mark identical and/or deceptively similar to the Plaintiff's registered METRO marks or any such marks registered by the Plaintiff with respect to the said goods;"*

6. The Defendants have represented to the Plaintiff that they are a small family-run business with limited financial resources and are presently undergoing severe financial and personal hardship. The Defendants have further represented that they have already changed the impugned shop/business name and undertaken steps to avoid any future conflict. In view of the exceptional circumstances conveyed by the Defendants, and with a view to amicably resolve the present dispute, the Plaintiff has agreed to consider a reduced monetary settlement, without prejudice to its rights and contentions.

7. The Defendants have agreed to pay a sum of INR 40,000/- (*Indian Rupees Forty Thousand Only*) to the Plaintiff, towards full and final settlement of the Plaintiff's claims for damages, rendition of accounts, costs, and legal expenses against the Defendants. In furtherance of the same, the Defendant No. 3 has provided the Plaintiff with a Demand

METRO BRANDS LIMITED

6

Draft dated 24th June 2026 drawn on Union Bank, bearing no. "488687", for an amount of 40,000/- (*Indian Rupees Forty Thousand Only*). The Defendants shall pay all the taxes and deductions in relation to the same and provide the requisite form/receipt of deposit.

8. The Defendants further undertake that neither the Defendants nor any one claiming under or through them, which shall include but not be limited to their proprietors, successors, assigns, affiliates, subsidiaries, partners, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall adopt, use, apply for, register, attempt to register, or claim proprietorship and/or ownership in and to the said marks/impugned marks or any other mark, label, logo, domain name, corporate name, trade name, business identifier, or any mark which contains the said marks/impugned marks or any of the marks referred to in Clause 1 to 3 herein and/or is identical and/or deceptively similar thereto including any mark having phonetic, visual, structural or conceptual similarity, whether with prefix/suffix/addition/abbreviation/variation thereof, in any manner whatsoever for their business, trade name, goods, services, products, domain names, social media handles, packaging, promotional material, and/or any other paraphernalia used to conduct the business or commercial activities of the Defendants.

9. The Defendants also accept, agree, and confirm that neither the Defendants nor any one claiming under or through them,

METRO BRANDS LIMITED

7

which shall include but not be limited to their proprietors, successors, assigns, affiliates, subsidiaries, partners, directors, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall adopt, use, imitate, reproduce, or register the said marks/impugned marks or any of the marks referred to in Clause 1 herein, or any mark identical and/or deceptively similar to the Plaintiff's said marks, including any trade dress, get-up, colour scheme, packaging style, label layout, artistic features, or overall commercial impression similar to that of the Plaintiff's products sold under the said marks/impugned marks or any of the marks referred to in Clauses 1 to 3 herein or any mark identical and/or deceptively similar to the Plaintiff's marks, in any manner whatsoever.

10. The Defendants accept, agree, declare, and confirm that neither the Defendants nor any one claiming under or through them, which shall include but not be limited to their successors, assigns, affiliates, subsidiaries, partners, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall directly or indirectly apply for registration, attempt to register, use, aid, abet, assist, permit, license, franchise, authorize, or otherwise enable any third party in registering, using, attempting to register, or use the said marks/impugned marks or any of the marks referred to in Clause 1 to 3 herein, or any mark identical and/or deceptively

METRO BRANDS LIMITED

8

similar thereto, in any country for any goods or services before the Learned Registrar of Trademarks.

11. The Defendants accept, agree, declare, and confirm that neither the Defendants nor any one claiming under or through them, which shall include but not be limited to their successors, assigns, affiliates, subsidiaries, partners, directors, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall directly or indirectly, apply for registration of, register, adopt, use, display, publish, advertise, deal in, or authorize any third party to use or register, the said marks/impugned marks or any of the marks referred to in Clauses 1 to 3 herein, or any other mark deceptively similar thereto, in any manner whatsoever, including on or in relation to any social media platforms, including but not limited to Instagram, Threads, Facebook, LinkedIn, X, YouTube, and Google, and/or on websites, domain names, email addresses, digital marketplaces, mobile applications, online advertisements, or any other online or offline business identifier or platform.

12. The Defendants hereby accept, agree, declare, and confirm that neither the Defendants nor any one claiming under or through them, which shall include but not be limited to their successors, assigns, affiliates, subsidiaries, partners, directors, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall directly or indirectly oppose, contest, or challenge any application for registration or the

METRO BRANDS LIMITED

validity of any registered mark, trade dress, packaging, label, artistic feature, or other proprietary right of the Plaintiff, which the Plaintiff seeks to register or has already secured registration for, in any jurisdiction, for any goods and/or services, which may or may not include the word/mark METRO/said marks/impugned marks or any of the marks referred to in Clause 1 to 3 herein or any variations thereof. The Defendants further undertake not to support, assist, or authorize any third party in opposing, contesting, or challenging any such application, registration, or proprietary right.

13. The Defendants hereby accept, agree, and declare that neither the Defendants nor any one claiming under or through them, which shall include but not be limited to their successors, assigns, affiliates, subsidiaries, directors, partners, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, and employees, shall not, directly or indirectly, communicate, represent, imply, or otherwise create any commercial impression that the Defendants' goods, services, trade dress, packaging, business, or activities are connected, affiliated, associated, endorsed, or linked with the Plaintiff or the Plaintiff's said marks in any manner whatsoever.

14. The Defendants accept, agree, declare, and confirm that in the event of a breach of any term or condition of these consent terms by the Defendants the Plaintiff shall be entitled to revive the present suit and seek appropriate legal remedies, including but not limited to injunctive relief and final relief,

METRO BRANDS LIMITED

10

including enhanced damages, compensation, accounts of profits and costs, without prejudice to any other rights. The Defendants further acknowledge and agree that any such breach shall constitute a material violation of these Consent Terms, and in such event, the Defendants shall jointly and severally be liable to pay to the Plaintiff a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) of which Rs. 50,00,000/- (Rupees Fifty Lakhs Only) shall be paid to the Plaintiff towards damages and compensation, and the remaining Rs. 50,00,000/- (Rupees Fifty Lakhs Only) shall be donated towards a charitable cause/institution of the Plaintiff's choice. The parties expressly agree that the said amount constitutes a genuine pre-estimate of the liquidated damages likely to be suffered by the Plaintiff in the event of breach and shall not be construed as a penalty.

15. The Defendants accept, agree, declare, and confirms that they waive any rights, claims, defenses or entitlements arising out of its prior or current use of the impugned marks and agrees that it shall have no claim whatsoever against the Plaintiff's ownership and rights over the Plaintiff's said marks and/or marks referred to Clauses 1 to 3 herein or any variations thereof.

16. Upon the Defendants fully complying with the aforesaid obligations in letter as well as spirit, it is stated that no surviving monetary or injunctive claim shall remain against the Defendants in respect of the cause of action forming the

METRO BRANDS LIMITED

11

subject matter of the present Suit, save and except in the event of any suppression, misrepresentation, or breach.

17. The Parties state and record that Defendant No. 2, being the erstwhile proprietor and father of Defendant No. 3, has expired, and that Defendant No. 3 is one of the legal heirs and representatives of Defendant No. 2. In view thereof, Defendant No. 2 is not a necessary or proper party to the execution of the present Consent Terms and accordingly stands exempted therefrom. The present Consent Terms are being executed by Defendant No. 3 for herself and on behalf of the remaining Defendants, who shall remain bound by the terms and conditions recorded herein.

18. The Parties hereto accept and agree that the present Consent Terms be taken on record and the Commercial Suit (L) No. 6314 of 2026 along with Interim Application (L) No. 6611 of 2026 and Leave Petition (L) No. 6618 of 2026 be disposed of in terms thereof by this Hon'ble High Court of Bombay, and pass an Order and Decree in terms of these Consent Terms and further pray that court fees paid by the Plaintiff be returned as per the rules of this Hon'ble Court.

Dated this day of August 2026

METRO BRANDS LIMITED

For **Metro Brands Limited**
Authorized Signatory
(Plaintiff)

For **Metro Footwear**
(Defendant No.1)

12

Neha Rastogi
(Defendant No.3)

Avesh Rayeen
Advocate for the Plaintiff

Nilanjana Chauhan
Advocate for the Defendants

9. Various statements made in the Consent Terms are accepted as undertakings given to the Court.

10. Accordingly, Commercial Intellectual Property Rights Suit (L) No.120 of 2026 is decreed as against Defendant Nos.1 and 3 in terms of the Consent Terms. As the Defendant No.2 has passed away, the suit is disposed of as infracturious as against Defendant No.2.

11. Refund of Court fees as per rules.

12. In view of disposal of Commercial Intellectual Property Rights Suit (L) No.120 of 2026, nothing survives in Interim Application (L) No.6611 of 2026 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]