IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO.25814 OF 2026

WITH

COURT RECEIVER REPORT NO.373 OF 2026

WITH

LEAVE PETITION NO. 249 OF 2026

IN

COMMERCIAL IP SUIT (L) NO. 25682 OF 2026

PRACHI PRANESH NANDIWADEKAR
Digitally signed by PRACHI PRANESH NANDIWADEKAR
Date: 2026.10.16 11:43:37 +0530

Asian Paints Limited …Applicant/Plaintiff

V/s.

Deepak Kumar Panwar ….Respondent/Defendant

Ms. Niyati Davawala a/w Mr. Anil Shete, Ms. Nidhi Rao, Ms. Chandrika Devda and Ms. Stuti Thakar i/by Davawala & Co. for the Applicant/Plaintiff.

Mr. Aniket Bomble, for the Defendant.

Mr. Yash Patade, the Constituent Attorney of the Plaintiff present.

Mr. Deepak Kumar (through VC), Defendant present.

Mr. Deepak Bhalerao, 2nd Asstt. to Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 15 OCTOBER 2026

P. C. :-

Leave Petition No. 249 OF 2026

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

2. For the reasons set out in Leave Petition, the same is allowed in terms of prayer clause (a).

Commercial IP Suit (L) No. 25682 OF 2026

3. Learned counsel appearing for the Plaintiff and Defendant state that Plaintiff and Defendant have settled the dispute and tendered the consent terms.

4. The consent terms are signed on behalf of the Plaintiff-Asian Paints Limited by Mr. Yash Patade, Constituent Attorney of the Plaintiff. The power of attorney has been annexed at Annexure I. The consent terms are also signed by Mr. Deepak Kumar Panwar-Defendant.

5. Mr. Yash Patade, the Constituent Attorney of the Plaintiff is present in the Court and Mr. Deepak Kumar Panwar-Defendant is present through Video Conferencing. Both of them state that parties have settled the dispute in terms of the consent terms and they have signed the consent terms. The consent terms are also signed by respective advocates. The respective advocates identifies signature of respective parties.

6. 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 : 15/10/2026
"X" Associate

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IP SUIT (L) NO. 25682 OF 2026

Asian Paints Limited)
a public limited company)
incorporated under the Indian)
Companies Act, 1913, having its)
registered office at 6A, Shanti)
Nagar, Santacruz (East), Mumbai -)
400055 Maharashtra) .....Plaintiff

Versus

Deepak Kumar Panwar)
Proprietor of M/s Akshay Paint)
Industries having its address at)
Khasra No. 1177 Shed No. 3,)
Sihani Baba Nagar, Meerut Road,)
Ghaziabad, Uttar Pradesh - 201001)
) ... Defendant

CONSENT TERMS

1. The parties have agreed to amicably resolve the present dispute.

Deepak Panwar

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2. The Defendant has no objection to this Hon'ble Court allowing the Clause XIV Petition No. 249 of 2026 against him.

3. The Defendant hereby acknowledge the proprietary rights of the Plaintiff's said registered trade marks APEX; ULTIMA and ACE lists of which are annexed at Exhibits B-2, C-2 and D-2 to the plaint respectively and in its copyright subsisting in its original artistic works/trade dresses/packagings i.e. 

; 

and 

being used by the Plaintiff in relation to the goods as more particularly mentioned in the plaint

Deepa Varma

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4. The Defendant agrees and undertakes that it shall not hereafter use the impugned marks/artworks/trade dresses i.e. , , and ; **ULTIMATE** and **AFEX** and/or any other trade mark/logo identical with or deceptively similar to the Plaintiff's "APEX", "ULTIMA" and "ACE" trademarks and artworks of "APEX" and "ACE" i.e. ,  and .

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

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a. *the Defendant, directly or indirectly, by himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the impugned packagings/ trade dresses appended at Exhibits E-1 and E-2 hereto or any other packaging/ trade dress identical or similar to the Plaintiff's said artistic packagings/ trade dresses appended at Exhibits B-4 and D-4 hereto in relation to the impugned goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the impugned packagings/ trade dresses appended at Exhibits E-1 and E-2 hereto or any other packaging/ trade dress identical or similar to the Plaintiff's said artistic packagings/ trade dresses appended at Exhibits B-4 and D-4 hereto so as to infringe the Plaintiff's copyright subsisting in the said artistic packagings/ trade dresses;*

b. *the Defendant, directly or indirectly, by himself, his concerns, partners, servants, employees, agents, dealers, distributors and all persons claiming under him be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the impugned marks or any other marks which are identical or similar to the Plaintiff's i) Apex registred trademarks; ii) Ultima registered trademarks and iii) Ace registered*

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label marks in relation to the impugned goods or any other goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the impugned marks or any other marks which are identical or deceptively similar to the Plaintiff's registered said trademarks so as to infringe the Plaintiff's i) Apex registered trademarks listed at Exhibit B-2 hereto; ii) Ultima registered trademarks listed at Exhibit C-2 hereto; iii) Ace label mark listed at Exhibit D-2 hereto all in class 02;

c. *the Defendant, directly or indirectly, by himself, his concerns, firms, partners, servants, employees, agents, dealers, distributors and all persons claiming under him be restrained by a perpetual order and injunction of this Hon'ble Court from using or causing to be used the impugned marks and impugned packagings/ trade dresses or any other mark or packaging/ trade dress identical or similar to the Plaintiff's said trademarks and said artistic packagings/ trade dresses in relation to the impugned goods or any goods or in any manner from manufacturing, marketing or offering for sale, advertising or dealing in any goods bearing the impugned marks and/or impugned packagings/ trade dresses or any other mark of packaging/ trade dress identical or similar to the Plaintiff's said trademarks and said artistic packagings/ trade dresses so as to pass off or enable others to pass off*

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the Defendant's impugned goods as being those of the Plaintiff;

6. The parties agree that the packaging material seized by the Court Receiver shall be opened by the Defendant in the presence of the Plaintiff Representative and the goods therein shall be returned to the Defendant and the packaging material shall be destroyed within a period of 4 weeks from the date on which this consent terms takes effect by the Defendant in the presence of Plaintiff and Defendant's respective representatives and the Defendant will do this destruction at their own cost.

7. The Defendant undertakes that it has not filed/will not file in future any application seeking registration of the impugned labels/marks and/or the impugned artwork with the Registrar of Trade Marks as well as Registrar of Copyrights. Incase 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 by the Trade Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

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8. The Defendant has issued a Demand Draft bearing number "096097" drawn on Bank of Baroda dated 5th October 2026 in favour Asian Paints Limited for an amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) towards cost mutually agreed upon between the parties and towards full and final settlement of this suit.

9. In the event, the Defendant is found in breach of the abovementioned undertakings, he shall be liable to payment of liquidated damages of Rs. 10,00,000/- (Rupees Ten Lakhs Only) to the Plaintiff and such breach shall be deemed to be a contempt of this Court. The Plaintiff reserves its right to such legal remedies as may be available to the Plaintiff under the law including claim for aforesaid liquidated damages.

10. Refund of court fees as per rules.

11. By consent, the above Commercial IP Suit (L) No. 25682 of 2026 and Interim Application (L) No. 25814 of 2026 be disposed of accordingly.

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12. Copy of Power of Attorney in the name of Mr. Yash Patade, Constituted Attorney is annexed herewith as **Annexure 1**; copy of the identification of Mr. Deepak Kumar Panwar proprietor of Defendant is annexed herewith as **Annexure 2.**

Dated this 5th day of October 2026

Mr. Yash Patade
Constituted Attorney
Plaintiff

Deepak Kumar Panwar
Defendant

Davawala & Co.
Advocates for the Plaintiff

Aniket Bomble
Advocate for the Defendant

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

8. Perusal of the Court Receivers' Report dated 10 September 2026 clearly shows that the Defendant has violated the order passed by this Court. However, the Defendant who is present through VC tenders an unconditional apology for violating the

order passed by this Court.

9. Accordingly, the Defendant has paid cost of Rs. 25,000/- for violation of an order passed by this Court. Thus in the facts and circumstances, the apology tendered by the Defendant is accepted. The Court Receiver to handover the premises as early as possible and in any case, within a period of one week.

10. Accordingly, Commercial Intellectual Property Rights Suit (L) No. 25682 of 2026 is decreed in terms of the Consent Terms.

11. Refund of Court fees as per rules.

12. The Plaintiff shall pay costs, charges and expenses to the Court Receiver within two weeks on demand being made by the Court Receiver. The Court Receiver stands discharged after handing over the possession of seized property to the Defendant.

13. As the Court Receiver stands discharged, Court Receiver Report No.373 of 2026 stands disposed of.

14. In view of disposal of Commercial Intellectual Property Rights Suit (L) No. 25682 of 2025, nothing survives in Interim Application (L) No. 25814 of 2025 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]