IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (ST.) NO.41416 OF 2025

Metro Brands Limited …Plaintiff

*Versus*

Sainath Enterprises And Ors. ...Defendants

WITH
INTERIM APPLICATION (ST) NO. 41917 OF 2025
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (ST.) NO. 41416 OF 2025

Metro Brands Limited …Applicant

*Versus*

Sainath Enterprises And Ors. ...Respondents

WITH
COURT RECEIVER REPORT NO.69 OF 2026
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (ST.) NO. 41416 OF 2025

Metro Brands Limited …Applicant

*Versus*

Sainath Enterprises And Ors. ...Respondents

WITH
LEAVE PETITION NO. 251 OF 2025
IN
COMMERCIAL INTELLECTUAL PROPERTY RIGHTS SUITS (ST) NO. 41416 OF 2025

Metro Brands Limited …Petitioner

*Versus*

Sainath Enterprises And Ors. ...Respondents

Mr. Alhan Kayser (through Video Conferencing) a/w Varsha Vasave & Gauri Sansare i/b Avesh Kayser, for the Plaintiff (IA(L)/41917/2025 IN COMIP(L)/41416/2025).
Mr. Atmaram Patade a/w Shraddha Patil, Shanu Chaturvedi i/b Atmaram Patade, for the Defendants (IA(L)/41917/2025 IN COMIP(L)41416/2025.
Mr. Deepak Bhalerao, Second Assistant to Court Receiver, present.
Mr. Shyamsunder Bhagwandas, Defendant No.3 and Mr. Mahendra L. Darge, Defendant No.2, present.

CORAM: MADHAV J. JAMDAR, J.
DATED : 11th JUNE 2026

PC:-

1. Heard Mr. Kayser, learned Counsel appearing for the Plaintiff and Mr. Patade, learned Counsel appearing for the Defendants.

2. Both the learned Counsel state that the parties have settled the dispute and tenders the 'Consent Terms'. The 'Consent Terms' are signed by the Authorized Signatory of the Plaintiff. The Company Resolution is produced at page No.19 of the 'Consent Terms'. Learned Counsel appearing for the Plaintiffs states that although the said Authorized Signatory is not available today, however, he has signed the 'Consent Terms' in his presence and he has identified the signature of the Authorized Signatory of the Plaintiff and the "Consent Terms" are agreeable to the Plaintiff.

3. Mr. Patade, learned Counsel appearing for the Defendant, states that all the Defendants have signed the “Consent Terms” and Defendant Nos.2 and 4 who are the sole proprietor of Defendant Nos.1 and 3 respectively, are present in Court. The Defendants No.2 and 4 who are personally in the Court, states that they have settled the disputes with the Plaintiff in terms of the Consent Terms and they have signed the Consent Terms.

4. Mr. Patade, learned Counsel appearing for the Defendants states that, he identifies signatures of all the Defendants. The 'Consent Terms' are also signed by the respective learned Advocates appearing for the respective parties. Accordingly, the 'Consent Terms' are taken on record and marked as '**X**' for identification. The 'Consent Terms' are reproduced herein below for ready reference :-

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. IPR SUIT (L) NO. 41416 OF 2025

**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. **Sainath Enterprises** )
1701, Solus, Hiranandani )
Estate, Patlipada, Thane-400607)
Email: shyamsunderpeswani093)
@gmail.com )
And also at: )
17th Office No. 1701, Solus )
Building, Hiranandani Estate, )
Ghodbunder Road, Near Bayer )
House, Thane – 400607 )

2. **Shyamsunder Bhagwandas** )





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**Peswani** )
227, Jai Commercial Complex, )
Khopat, Thane-400601 )

3. **Atharv Print & Pack** )
Manufacturing unit at 4 MBK )
Compound, Kachra Galli, Near )
Sangam Hotel, Kheirani Road, )
Sakinaka, Mumbai - 400072 )
Email: atharvpp@gmail.com )

4. **Mahendra Laxman Darge** )
Gala No. 4 MBK Compound, )
Kachra Galli, Near Sangam )
Hotel, Kheirani Road, )
Sakinaka, Mumbai - 400072 ) ...Defendants

**CONSENT TERMS BETWEEN THE PLAINTIFF AND DEFENDANT NOS. 1 to 4**

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

1. The Defendant nos. 1 to 4 (collectively referred to as "**Defendants**") acknowledges that the Plaintiff is the owner and proprietor of the trademarks and the copyright that subsists in the artistic work of the trademarks "METRO,

3

METRO, METRO, , METRO BRANDS, metro BRANDS, MOCHI, MOCHI, WALKWAY, WALKWAY" and variants thereof ("**said marks**") as more particularly referred to and annexed at **"K1"** to **"K18"** and **"L"** of 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 SHOE DEPOT, , , biofoot, , METRO ACTIV, METROVERSE, da Vinchi, and other marks registered by the Plaintiff.

3. The Defendants further accept and agree not to adopt and /or use any mark that is identical, similar and/ or contains the said marks of the Plaintiff as well as marks such as MS BRANDS, MA METROACTIV, DA VINCHI, BIOFOOT, CHEEMO or any graphical representation thereof for any goods and/or services.

4. The Defendants submit to a decree in the terms of prayer clauses (a) and (b) of the Plaint, which reads as under:

4

a. A decree of perpetual injunction restraining and prohibiting the Defendants and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors, successors 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 / MOCHI and its variants, more particularly the impugned marks on the impugned product, including but not limited to METRO / MOCHI, as well as the graphical representations thereof and/or any other mark identical and/or deceptively similar to the Plaintiff's registered METRO / MOCHI series of 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 Defendants and/or its partners, proprietors, stockists, directors, owners, servants, subordinates, representatives, employees, suppliers, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, predecessors,

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5

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

5. The Defendant No. 1 has agreed to pay a sum of INR 3,50,000/- (*Indian Rupees Three Lakhs Fifty Thousand only*) inclusive of GST to the Plaintiff, towards part of the expenses incurred by the Plaintiff for taking legal action against the Defendants. In furtherance of the same, the Defendant No. 1 has provided the Plaintiff with a Cheque bearing no.256973400105007 dated 10th April 2026 drawn from Janakalyan Sahakari Bank Ltd. for an amount of INR 3,50,000/- (*Indian Rupees Three Lakhs Fifty Thousand only*). The Plaintiff waive rest of the claim of damages/cost claimed in the suit.

6

6. With respect to the seizure of the goods/ packaging materials/labels **("said impugned goods")** reflecting the impugned marks that were seized by the Additional Special Court Receiver pursuant to the execution of the order dated 05th January 2026 of this Hon'ble Court and as more particularly recorded in the inventory in the report. Annexed hereto and marked as **Exhibit "A"** are the photocopies of the reports of the Additional Special Court Receiver dated 30th January 2026 and 31st January 2026. **("said additional special court receiver's reports")**. The Parties hereto have accepted and agreed to the following:

(i) The Defendants shall at their own costs and expenses handover to the Plaintiff, the impugned goods mentioned/recorded in the said additional special court receiver's reports and also all or any goods, articles, products, printed materials which bear the impugned marks and/or are in the direct control and custody of the Defendants. The Plaintiff is thereafter, free to use or destroy the same.

(ii) The Defendants undertake to complete the activity referred to in Clause 6 (i) above within a period of 15 days from discharge of the Court Receiver and/or release of the seized goods from the custody of the Court Receiver.

(iii) The Defendants accept and agree at their own cost to videograph the entire process/activity of

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Page 6 of 13



Akash

7

delivery/destruction of the impugned goods referred to and mentioned 6(i).

7. The Defendants also undertake that neither they the Defendants nor anyone claiming under or through them individually and /or collectively and includes but is not limited to their respective proprietorship and or partnership businesses, successors, assigns, affiliates, subsidiaries, partners, representatives, agents, stockists, distributors, dealers, franchisees, licensees, assignees, heirs, family members, or employees, shall not adopt, use (as part of their business name, trade name, goods, services, products, domain name, social media handle, packaging, promotional material, or any other paraphernalia used in connection with the Defendants' business or commercial activities), register, or attempt to register in India/ globally for any goods and services the marks of the Plaintiff mentioned herein earlier which include but are not limited to the said marks, impugned marks and/or any other mark that is identical and/ or similar and/or contains the marks of the Plaintiff as more particularly mentioned and referred to in Clauses 1 and 2.

8. The Defendants accept, agree, declare and confirm that neither they the Defendants nor anyone claiming under or through them individually and /or collectively which includes but is not limited to their respective successors, assigns, affiliates, subsidiaries, partners, representatives, or agents, stockiest, affiliates, agents, distributors, dealers, subsidiaries,



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8

franchisees, licensees, assignees, heirs, family members, employees (as part of their business name, trade name, goods, services, products, domain name, social media handle, packaging, promotional material, or any other paraphernalia used in connection with the Defendants' business or commercial activities), shall not directly or indirectly apply for any registration, attempt to register, use or aid any third party in registering, using or attempting to register or use the said marks/impugned marks or any of the marks referred to in Clauses 1 and 2 herein on any social media platforms, including but not limited to Instagram, Threads, Facebook, LinkedIn, X (Twitter), YouTube, websites, domain names or any digital marketplace.

9. The Defendants accept, agree, declare and confirm that neither the Defendants nor anyone claiming under or through them individually and /or collectively which includes but is not limited to their respective successors, assigns, affiliates, subsidiaries, partners, representatives, or agents, stockiest, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, heirs, family members, employees shall not directly or indirectly, oppose, contest, or challenge any application for registration or the validity of any registered mark 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/MOCHI or any of the marks referred to in Clauses 1 and 2 herein or any variations



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9

thereof. The Defendants further undertake not to support or assist any third party in opposing, contesting, or challenging any such application or registration.

10. The Defendants accept, agree, declare and confirm that neither they the Defendants nor anyone claiming under or through them individually and /or collectively which includes but is not limited to their respective successors, assigns, affiliates, subsidiaries, partners, representatives, or agents, stockiest, affiliates, agents, distributors, dealers, subsidiaries, franchisees, licensees, assignees, heirs, family members, employees shall not, directly or indirectly, communicate, represent, or imply that the Defendants and/or the Plaintiff are connected, affiliated, or associated with each other in any manner whatsoever.

11. The Defendants accept, agree, declare, and confirm that in the event of a breach of any of the terms or conditions of these consent terms by the Defendants would empower, enable and entitle the Plaintiff to seek appropriate legal remedies, including but not limited to injunctive relief, damages, accounts of profits and costs, without prejudice to any other rights. The Defendants further agree that such breach shall be deemed as a material violation of the consent terms and that they shall individually and/ or collectively become liable to pay punitive damages equivalent to a sum of Rs. 10,00,000 to a charitable organization of the choice of the Plaintiff within 15 days of the Plaintiff communicating in writing with



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10

*prima facie* evidence of the violation being committed by either or all of the Defendants, it is further being clarified that the payment of the punitive damages mentioned herein shall not in any manner prevent and/ or prejudice the rights of the Plaintiff to seek appropriate legal remedies and reliefs as mentioned herein.

12. The Defendants accept, agree, declare, and confirm that they individually and/ or collectively waive all or any of their rights, claims, defenses and /or entitlements that may arise out of any use of the impugned marks by the Defendants and they further accept, agree, declare, and confirm that they individually or collectively shall have no right nor claim of whatsoever nature against the Plaintiff's ownership and rights over the Plaintiff's marks adopted use applied for and/ or registered by the Plaintiff which shall include but not be limited those mentioned and referred to Clauses 1 and 2 herein.

13. The Defendants hereby acknowledge, confirm, and declare that these Consent Terms have been read over, explained, and duly interpreted to them by their Advocate in a language understood by them, being their vernacular language. The Defendants further acknowledge, confirm, and declare that they have fully understood the contents, meaning, implications, and legal effect of these Consent Terms, and that they have executed the same voluntarily, of their own free will, and without any coercion, undue influence, fraud,

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11

or misrepresentation. The present Consent Terms have been signed by Ms. Deepa Sood, the Chief Legal Officer of the Plaintiff, on behalf of the Plaintiff. One Mr. Shyamsundar Bhagwandas Peswani, sole proprietor of Defendant no.1 and Defendant no. 2 Himself and Mr. Mahendra Laxman Dagre sole proprietor of Defendant no.4 and Defendant no. 3 Himself have signed the consent terms with their respective authorizations and Aadhar cards are annexed to the present consent terms.

14. The Parties hereto accept and agree that the Commercial Suit (L) No. 41416 of 2025, along with Interim Application (L) No. 41917of 2025 and Leave Petition No. 251 of 2025, be disposed of in terms of the present consent terms by this Hon'ble High Court of Bombay 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 June 2026

For **Metro Brands Limited**
*Authorized Signatory*

For SAINATH ENTERPRISES
Proprietor
**Sainath Enterprises**
*Defendant No.1*

**Shyamsunder Bhagwandas Peswani**
*Defendant No.2*

For M/s. ATHARV PRINT & PACK
**Atharv Print & Pack** Proprietor
*Defendant No.3*



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12

Mahendra Laxman Darge
Defendant No.4

ATMARAM PATADE
Advocate for Defendant Nos. 1 to 4.

AVESH KAYSER
Advocate for the Plaintiff



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5. Accordingly, the Suit is decreed in terms of the 'Consent Terms'. Various statements recorded in the 'Consent Terms' are accepted as undertaking given to this Court.

6. Interim Application (Stamp) No. 41917 of 2025 and Leave Petition No. 251 of 2025 are also disposed of in terms of the Consent Terms.

7. In view of disposal of Suit Court Receiver Report No.69 of 2026 stand disposed in terms of Prayer Clause (b). Court Receiver stand discharged without passing of accounts, subject to payment of costs, charges and expenses within two weeks by the Plaintiff on demand being made by the Office of the Court Receiver.

[MADHAV J. JAMDAR, J.]

Note: This is the corrected order as per the speaking to the minutes order dated 18th June 2026.