

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

COMMERCIAL IP SUIT NO. 145 OF 2026
WITH
INTERIM APPLICATION NO. (L) NO. 13723 OF 2025
WITH
COURT RECEIVER'S REPORT NO. 307 OF 2025
WITH
LEAVE PETITION (L) NO. 14041 OF 2025
IN
COMMERCIAL IP SUIT NO. 132 OF 2026

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Siyaram Silk Mills Limited

... Plaintiff

Vs.

1. Manoj Kumar Bhadupota
Sole Proprietor of Anjani Textiles
2. Ashok Kumar (Unknown Person)

... Defendants

Mr. Minesh Andharia i/b Krishna and Saurastri Associates LLP for Plaintiff.
Mr. Ayush Tiwari i/b Ayush Tiwari, for Defendant No. 1.
Mrs. S.S. Chipkar, Master (Adm.), Court Receiver present.
Mr. Manoj Kumar Bhadupota, Defendant No. 1 is present through VC.

CORAM : MADHAV J. JAMDAR, J.
DATE : 15th JUNE, 2026.

P.C.:-

1) At the outset, Mr. Andharia, learned counsel for the Petitioner seeks leave of the Court to delete Defendant No. 2-Ashok Kumar (Unknown Person) being a formal party from the array of the parties.

- 2) Accordingly, leave to amend is granted. Amendment be carried out within two weeks.
- 3) Mr. Andharia, learned counsel appearing for the Plaintiff and Mr. Tiwari, learned counsel appearing for Defendant No. 1 state that the parties have settled the disputes and tender the Consent Terms executed between the parties. The Consent Terms are signed by Mr. Omprakash Singh, the authorised signatory of the Plaintiff and the board resolution is annexed at Page 17 of the Consent Terms. Mr. Omprakash Singh, authorised signatory of the Plaintiff is personally present in Court and Mr. Manoj Kumar Bhadupota, sole proprietor of Anjani Textiles, i.e., Defendant No. 1 is present through Video Conference. Both of them state that the Plaintiff and Defendant have settled their disputes in terms of the Consent Terms. Both learned counsel identify the signatures of their respective clients. Accordingly, the Consent Terms are taken on record and marked "X" for identification.
- 4) A scanned copy of the Consent Terms is reproduced hereunder for ready reference :

Coram: Madhav J. Jambhar, J
 Date: 15/06/2026
 'x' for identification of Associate

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
 ORDINARY ORIGINAL CIVIL JURISDICTION
 IN ITS COMMERCIAL DIVISION
 COMMERCIAL IP SUIT NO. 145 OF 2026

SIYARAM SILK MILLS LIMITED)

A company incorporated under)
 the Companies Act, 1956, having its)
 principal/corporate/head office at)
 B - 5, Trade World, Kamala City,)
 Senapati Bapat Marg, Lower Parel,)
 Mumbai 400013, India.)

... Plaintiff

Versus

1. MANOJ KUMAR BHADUPOTA)

A Sole Proprietor of **ANJANI TEXTILES**)
 Having his address at G-48, 49,)
 Ambaji Textile Market,)
 Ajmer Road, Bhilwara- 311001)
 Rajasthan.)

...Defendant No.1

2. ASHOK KUMAR (Unknown Person))

Bhilwara, Rajasthan)

...Defendant No.2

CONSENT TERMS

The Plaintiff (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Plaintiff's predecessor in title, its licensee, subsidiaries, affiliates and group companies) and Defendant No. 1 above named hereby amicably resolve the dispute



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 [Signature]

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comprised in the above suit on the terms and conditions set out herein below:

1. The present suit is filed by the Plaintiff against the Defendants for infringement of registered trade marks, infringement of copyright, passing off and damages.
2. By consent, the Petition for leave under Clause XIV being Petition (L) No. 14041 of 2025 be allowed.
3. Manoj Kumar Bhadupota (Defendant No.1) is engaged in the business of retailing and distribution of suitings and shirtings and carries on the business as a sole proprietor trading under the name and style of Anjani Textiles having his place of business at G-48, 49, Ambaji Textile Market, Ajmer Road, Bhilwara, Rajasthan - 311 001.
4. Defendant No.1 had applied for a trade mark CADL I C I T A L Y bearing trade mark no. 6228619 in class 24 in respect of suitings Materials (Textile) and shirting. The said application has been withdrawn by Defendant No.1. Hereto annexed and marked as **Annexure - 'A'** is a copy of the status page of trade mark application bearing no. 6228619 as downloaded from the Trade Mark Registry website showing the status as "Withdrawn".
5. Defendant No. 1 admits and acknowledges the Plaintiff's exclusive proprietary rights with respect to the registered trade marks CADINI,

CADINI and



Trade Mark Registration nos. 1710653 and 3762718 in class 24 in relation to Textiles and Textile Goods not included

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in other classes, upholstery, Fabric; Furniture Covers (unfitted); Bed and Table Covers, Textile Piece goods including suiting shirting; Bed Linen, Bath Linen; Household Linen; Table Linen, Cushion Covers, Curtain, Handkerchiefs, Quilts, Trade Mark Registration nos. 1617258, 3762719 and 3793442 in class 25 in relation to Clothing, Namely Beachwear, T-Shirts, Shirts, Blouses, Trousers, Suits, Bermuda Shorts, Bathing Costumes, Cardigans, Dresses, Jackets, Coats, Vests, Underwear, Polo Shirts, Rain And Wind-Proof Jackets, Sleeping Garments; Scarves, Handkerchiefs, Ties, Jogging Suits; Footwear; Caps, Headwear, Belts (Garments), skirts, Socks, Undergarments, Gloves, Bath Robes, Scarves, Money Belt (Clothing), Trade Mark Registration nos. 1711000, 1746860, 3762721, and 3793443 in class 35 in relation to Advertising, Business Management, Business Administration Office Functions Retail And Wholesale Services For Clothing And Clothing Accessories (Shops); Office Management Services; Footwear, Headgear, Perfumery, Cosmetics, Toiletries, Sunglasses, Spectacles, Jewellery, Ornaments, Imitation Jewellery, Watches, Clocks, Goods Made Of Leather And Imitations Of Leather, Textile And Textile Piece Goods, Hair Accessories And Readymade Garments (Shops), Consultancy Services For Franchising Being Services included in Class 35.

6. Defendant No. 1 admits and acknowledges that the Plaintiff's mark

CADINI,  CADINI and  is well-known amongst consumers, members of the trade and the public in respect of textile piece goods, suiting and shirting, readymade garments and clothing.



(4)

7. Defendant No. 1 further admits and acknowledges that the Plaintiff's

marks CADINI,  CADINI and  have acquired the status of well-known mark within the meaning of section 2 (1) (zg) of the Trade Marks Act, 1999.

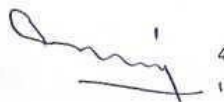
8. Defendant No. 1 admits and acknowledges that the Plaintiff is the original adopter, sole and exclusive owner of the copyright subsisting in the

artistic work, the device of horse  in relation to the textile piece goods and clothing.

9. Defendant No. 1 undertakes not to use, either by itself and/or through others including partners, proprietors, relatives, legal heirs, affiliates, successors, assigns, servants and agents and/or otherwise in any manner whatsoever, the mark/label CADLIC ITALY and/or device of the horse

 and/or any other word/expression/label/device of horse which is identical with and/or deceptively to the Plaintiff's registered trade mark

CADINI,  CADINI and  in relation to textile piece goods, suiting and shirting, readymade garments and Clothing so as to infringe the Plaintiff's registered trade marks bearing nos. bearing nos. 1617258, 1710653, 1711000, 1746860, 3762718, 3762719, 3762721, 3793442 and 32793443.

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10. Defendant No. 1 further undertakes not to use, either by itself and/or through others including partners, proprietors, relatives, legal heirs, affiliates, successors, assigns, servants and agents and/or otherwise in any manner whatsoever, the mark/label CADLIC ITALY and/or device



of the horse and/or any other word/expression/label/device of horse which is identical with and/or deceptively similar to the Plaintiff's

trade mark CADINI,  CADINI and  in relation to textile piece goods including suiting and shirting so as to pass off and/or enable others to pass off the Defendant's goods as and for that of the Plaintiff.

11. Defendant No. 1 undertakes and agree that they shall not in any manner either by itself, and/or through others including partners, proprietors, relatives, legal heirs, affiliates, successors, assigns, servants and agents and/or otherwise use, reproduce, print, publish, communicate whatsoever, so as to infringe Plaintiff's copyright subsisting in the artistic



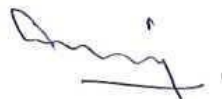
work, the device of horse and/or any other mark and/or label and/or logo identical and/or deceptively or confusingly similar to and/or a substantial reproduction of the Plaintiff's artistic work in the device of

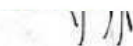


horse

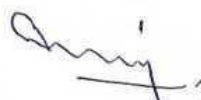


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c) that the Defendants by itself, and/or their partners and/or proprietor and/or servants and/or agents and/or officers and/or dealers and/or any other person claiming through and/or under such Defendants, be restrained by an order and injunction of this Hon'ble Court from passing



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off and/or enabling others to pass off their impugned goods and/or business and/or commercial activities as and for that of the Plaintiff and/or their marks by the use of the Impugned Marks CADLIC ITALY



and/or and/or CADINI and/or any other mark and/or logo and/or label and/or device identical with and/or deceptively and/or confusingly similar to and/or inter alia containing, in any manner whatsoever, the Plaintiff's mark CADINI and/or device of horse



e) that the Defendants be ordered and decreed to delivery up to the Plaintiff for destruction, without compensation, all goods, dyes, blocks, stationery, samples folders, catch covers, labels, packaging material and all other promotional materials, visiting cards, letter heads and other goods bearing Impugned Marks CADLIC ITALY, and/or device of horse



and/or CADINI and/or any other mark and/or logo and/or label and/or device deceptively or confusingly similar to and/or inter alia containing the Plaintiff's marks CADINI and/or device of horse



in any manner whatsoever;

13. It is agreed between the Plaintiff and Defendant No. 1 that, in respect of the goods seized by the Court Receiver pursuant to the execution and commission of the *ex-parte* order, the impugned packaging bearing the impugned mark shall be removed and destroyed from the impugned product. Insofar as the impugned marks appearing on the whole length of the selvedge of the fabric are concerned, the same shall be cut and/or removed from the fabric. Defendant No. 1 has no objection to such cutting and/or removal and shall be entitled to retain the fabric after the

[Signature]

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[Signature]



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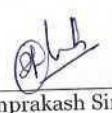
impugned marks have been so cut and/or removed. This exercise would be done in the presence of Plaintiff's representative.

14. As regards costs and damages, Defendant No. 1 has done charity of Rs. 21,000/- (Rupees Twenty-One Thousand Only) as donation to "Shri Madhav Gau Vigyan Anusandhan Sansthan". Defendant No. 1 has shared a copy of the receipt of the payment. A copy of the said receipt is annexed herewith and marked as Annexure – 'B'.

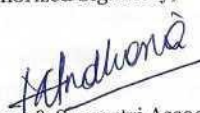
15. These consent terms are binding on the Defendant, its partners, proprietors, affiliates, relatives, legal heirs, successors, agents, executors, administrators, assignees.

Dated this 11th day of June 2026

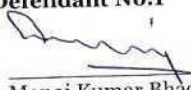
Siyaram Silk Mills Ltd.
Plaintiff


Mr. Omprakash Singh
(Authorized Signatory)




Krishna & Saurastri Associates LLP
Advocate for the Plaintiff

Manoj Kumar Bhadupota
trading as Anjani Textiles
Defendant No.1


Manoj Kumar Bhadupota


Advocate for Defendant No. 1

5) Various statements by the respective parties contained in the Consent Terms are accepted as undertakings given to this Court.

- 6) The Suit is decreed in terms of the Consent Terms.
- 7) Refund of Court fees as per Rules.
- 8) The Court Receiver is discharged without passing of accounts. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within a period of eight days upon demand being raised by the Court Receiver.
- 9) In view of the disposal of the Suit, Court Receiver's Report No. 307 of 2025 as well as the Leave Petition and the connected Interim Applications, if any, also stand disposed of.

(MADHAV J. JAMDAR, J.)