

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

**COMMERCIAL IP SUIT (L) NO. 4892 OF 2026
WITH
INTERIM APPLICATION NO. (L) NO. 5467 OF 2026
WITH
COURT RECEIVER'S REPORT NO. 125 OF 2026
WITH
LEAVE PETITION NO. 73 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 4892 OF 2026**

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Asian Paints Limited

... Plaintiff

Vs.

1. Munira Barodawala trading
as Fatimi Enterprises
2. Zahid Hussain trading as
Royal Enterprises

... Defendants

Ms. Parveen Anand a/w. Mr. Shubham Singh i/b Khaitan & Co., for Plaintiff.
Mr. Yash Patade, representative of the Plaintiff present.
Ms. Munira Barodawala, Defendant No. 1 and Mr. Zahid Hussain,
Defendant No. 2 are virtually present.
Ms. Nandini Deshpande, 1st Assistant to the Court Receiver present.

**CORAM : MADHAV J. JAMDAR, J.
DATE : 18th JUNE, 2026.**

PC.:-

1) Ms. Anand, learned counsel appearing for the Plaintiff states that the dispute between the Plaintiff and the Defendants has been settled in terms of the Consent Terms. She submits that Defendant Nos. 1 and 2 have

signed the Consent Terms. She submits that on behalf of the Plaintiff, the authorized representative Mr. Yash Patade has executed the Consent Terms and the power of attorney in his favour executed by the Plaintiff is annexed at Exhibit "A" and the Aadhar Cards of the executants are annexed at Exhibit "B".

2) Mr. Yash Patade, constituted attorney of the Plaintiff is personally present in Court. Ms. Munira Barodawala, Defendant No. 1 and Mr. Zahid Hussain, Defendant No. 2 are virtually present. All of them state that the dispute between the parties has been settled in terms of the Consent Terms and they have signed the Consent Terms. Accordingly, the Consent Terms are taken on record and marked "X" for identification.

3) A scanned copy of the Consent Terms is reproduced hereunder for ready reference :

COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP SUIT (L) NO. 4892 OF 2026
SUIT FOR INFRINGEMENT OF TRADE MARK AND FOR
PASSING OFF

Coram: Madhav J. Jamdar J
Date: 18/06/2026
X" Dej 18/06/26
Associat

Serial No. 188
Date: 03/06/26

NOTARY
MOHAMMED SHAHID SHEIKH
UDAIPUR (RAJ.)
Regn. No. 23427
Exp. Dt. 24-09-2029
GOVT. OF INDIA
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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 - 400 055.)
Maharashtra)
Versus)

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Munir Barodawala trading as)
Fatimi Enterprises)
having address at 56, Neemach)
Kheda, Dewali, Udaipur,)
Rajasthan - 313001.)
Zahid Hussain trading as)
Royal Enterprises)
having address at 73- 74)
Neemuch Kheda Colony, Dewali,)
Udaipur, Rajasthan - 313001.)

.....Plaintiff

.....Defendant No 1

.....Defendant No 2

TESTED
MOHAMMED SHAHID SHEIKH
NOTARY UDAIPUR (RAJ.)
03 JUN 2026

CONSENT TERMS

By consent, Leave Petition (L) No 5449 of 2026 under Clause XIV of the Letters Patent Act be granted. All the capitalized

Zahid Hussain

2. The Plaintiff abovenamed has filed the present suit against the Defendants abovenamed praying *inter alia* for reliefs of infringement of its registered said Trade Mark 'ROYALE', for passing off the Defendants' goods such as enamels, paints



etc. bearing the infringing mark 'ROYAL'/'

Royal Plus

Royal Super

ROYAL PLUS

, against use of the infringing mark 'ROYAL' as a part of Defendant No 2's trading name viz. Royal Enterprises and for other reliefs as more particularly mentioned in the plaint.

3. The Defendants hereby acknowledge the proprietary rights of the Plaintiff in its above-mentioned well-known said Trade Mark used by the Plaintiff in relation to its paints, emulsions, lacquers, varnishes, wall and wood fillers (putties), etc as more particularly mentioned in the plaint.



SIGN/MARKS/PHOTO/THUMB
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MOHAMMED SHAHID SHEIKH
NOTARY UDAIPUR (RAJ)
10 JUN 2026

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Zahid Hussain



Plaintiff's registered said Trade Mark so as to infringe the
 Plaintiff's registered said Trade Mark bearing numbers
 944265, 1299194, 1841835, 1841836, 1994713, 1994715,
 1994716, 1994718, 1994719, 1994721, 1994723, 1994724,
 2085431, 2276312, 2398737, 3050117, 3259454, 3259458,
 3272234, 3272235, 3272236, 3286762, 3559542;

(b) the Defendant No. 2, directly or indirectly, by itself,
 its 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 Mark or any mark identical or similar to the Said
 Trade Mark as a part of its trading name so as to infringe the
 Plaintiffs registered Said Trade Mark bearing numbers
 944265, 1299194, 1841835, 1841836, 1994713, 1994715,
 1994716, 1994718, 1994719, 1994721, 1994723, 1994724,
 2085431, 2276312, 2398737, 3050117, 3259454, 3259458,
 3272234, 3272235, 3272236, 3286762, 3559542;



the Defendant, directly or indirectly, by itself, its
 concerns, firms, partners, servants, employees, agents,
 dealers, distributors and all persons claiming under it be
 restrained by a perpetual order and injunction of this
 Hon'ble Court from using or causing to be used the
 Impugned Mark or any other mark identical or similar to the
 Plaintiff's said Trade Mark in relation to the Impugned

or in any manner from manufacturing.

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1994716, 1994718, 1994719, 1994721, 1994723, 1994724,
2085431, 2276312, 2398737, 3050117, 3259454, 3259458,
3272234, 3272235, 3272236, 3286762, 3559542;

(b) the Defendant No. 2, directly or indirectly, by itself,
its 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 Mark or any mark identical or similar to the Said
Trade Mark as a part of its trading name so as to infringe the
Plaintiffs registered Said Trade Mark bearing numbers
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the Defendant, directly or indirectly, by itself, its
concerns, firms, partners, servants, employees, agents,
dealers, distributors and all persons claiming under it be
restrained by a perpetual order and injunction of this
Hon'ble Court from using or causing to be used the
Impugned Mark or any other mark identical or similar to the
Plaintiff's said Trade Mark in relation to the Impugned
Goods or any goods or in any manner from manufacturing,

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NOTARY UDAIPUR (RAJ.)
03 JUN 2026

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Zahid Hussain

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UDAIPUR (RAJ.)
Regn. No. 23427
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marketing or offering for sale, advertising or dealing in any goods bearing the Impugned Mark or any other mark identical or similar to the Plaintiff's said Trade Mark so as to pass off or enable others to pass off the Defendant's Impugned Goods as being those of the Plaintiff."

6. The Defendants undertake that entire stock of finished and unfinished products, packaging material bearing the Impugned Mark seized by the Additional Special Receiver / Court Receiver in pursuance of the order dated 7 March 2026 shall be destroyed by the parties in the presence of their representatives, within a period of 4 weeks from the date of filing of these terms.

7. The Defendants agree and undertake to this Hon'ble Court that they have not filed and shall not file any applications in future for registration of the infringing mark or for any other marks which are identical or similar to the Plaintiff's registered said Trade Mark before the Trade Marks Registry as well as Copyright office. In case, the Defendants have filed any application/s, they undertake to withdraw all such applications/registrations within 30 days from the date of filing of these terms. The Defendants shall simultaneously

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identical or similar to the Plaintiff's said Trade Mark so as to pass off or enable others to pass off the Defendant's Impugned Goods as being those of the Plaintiff."

6. The Defendants undertake that entire stock of finished and unfinished products, packaging material bearing the Impugned Mark seized by the Additional Special Receiver / Court Receiver in pursuance of the order dated 7 March 2026 shall be destroyed by the parties in the presence of their representatives, within a period of 4 weeks from the date of filing of these terms.

7. The Defendants agree and undertake to this Hon'ble Court that they have not filed and shall not file any applications in future for registration of the infringing mark or for any other

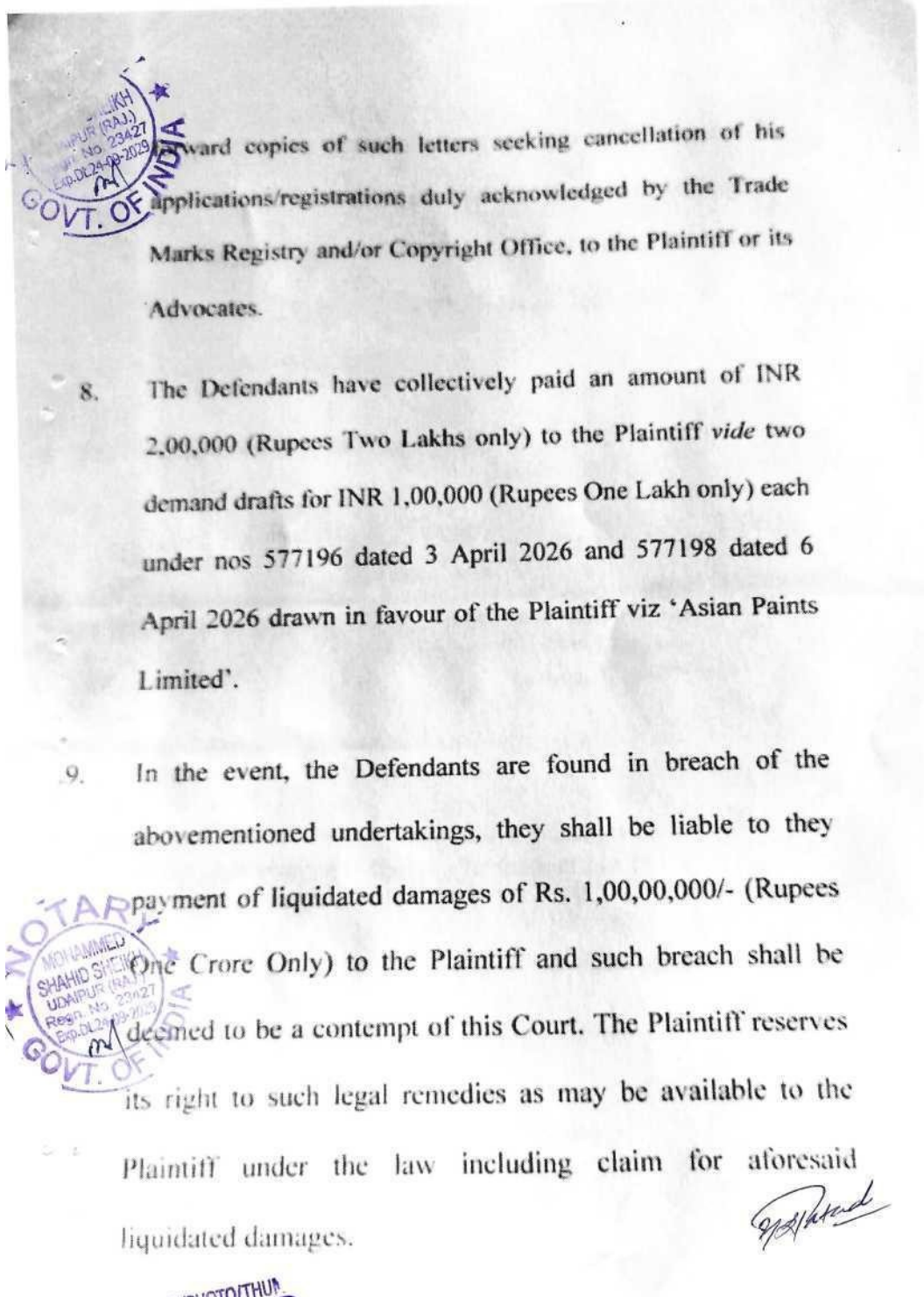


marks which are identical or similar to the Plaintiff's registered said Trade Mark before the Trade Marks Registry as well as Copyright office. In case, the Defendants have filed

any application/s, they undertake to withdraw all such applications/registrations within 30 days from the date of filing of these terms. The Defendants shall simultaneously

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03 JUN 2026

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Zahid Hussain



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Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

8. The Defendants have collectively paid an amount of INR 2,00,000 (Rupees Two Lakhs only) to the Plaintiff *vide* two demand drafts for INR 1,00,000 (Rupees One Lakh only) each under nos 577196 dated 3 April 2026 and 577198 dated 6 April 2026 drawn in favour of the Plaintiff viz 'Asian Paints Limited'.

9. In the event, the Defendants are found in breach of the abovementioned undertakings, they shall be liable to they payment of liquidated damages of Rs. 1,00,00,000/- (Rupees One Crore 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.



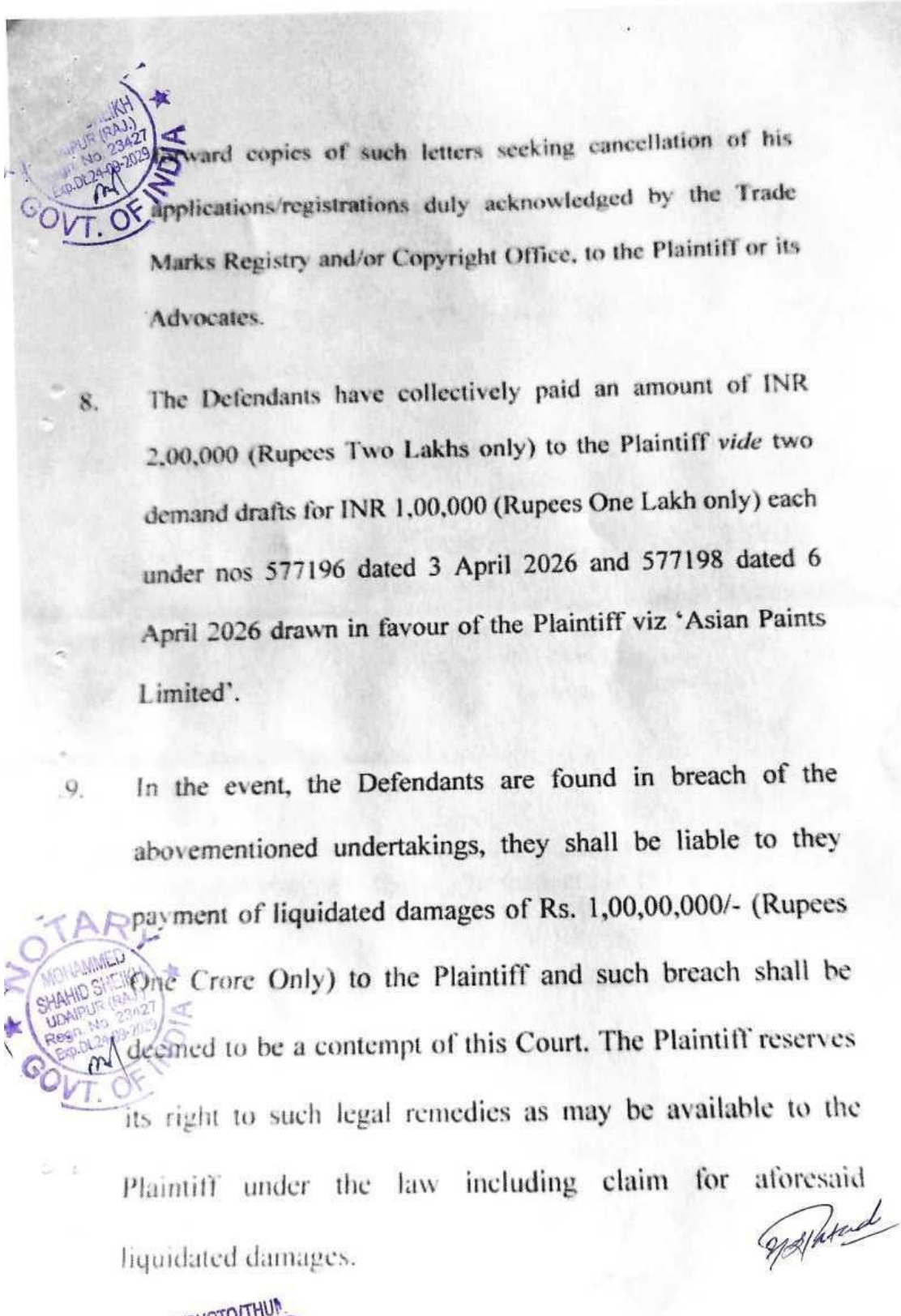
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NOTARY, UDAIPUR (RAJ)
03 JUN 2026

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Marks Registry and/or Copyright Office, to the Plaintiff or its Advocates.

8. The Defendants have collectively paid an amount of INR 2,00,000 (Rupees Two Lakhs only) to the Plaintiff *vide* two demand drafts for INR 1,00,000 (Rupees One Lakh only) each under nos 577196 dated 3 April 2026 and 577198 dated 6 April 2026 drawn in favour of the Plaintiff viz 'Asian Paints Limited'.

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NOTARY, UDAIPUR (RAJ)
03 JUN 2026

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10. Copy of the power of attorney in favour of Yash Patade.
Constituted Attorney of the Plaintiff is annexed herewith as
Exhibit A. Copies of Aadhar Cards of Munir Barodawala,
Defendant No 1 and Zahid Hussain, Defendant No 2 are
annexed herewith as **Exhibit B.**

11. Refund of court fees as per rules.

Dated this 3 day of June 2026

For Asian Paints Limited

For Fatimi Enterprises

xx Yash Patade
(Constituted Attorney of the
Plaintiff) मुनीरावडीया

xx मुनीरावडीया
Munir Barodawala
(Defendant No 1)

The content of the consent
terms have been explained to
Munira Barodawala in Hindi

For Royal Enterprises

xx Zahid Hussain
(Defendant No 2)

For Khaitan & Co
Advocates for the Plaintiff

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Munira Barodawala

- 4) The undertakings contained in the Consent Terms are accepted as undertakings given to this Court.
- 5) The Suit is decreed in terms of the Consent Terms.
- 6) Refund of Court fees as per Rules.
- 7) 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.
- 8) Court Receiver's Report No. 125 of 2026 is allowed in terms of prayer clause (b).
- 9) In view of the disposal of the Suit, The Court Receiver's Report as well as the Leave Petition and the connected Interim Applications, if any, also stand disposed of.

(MADHAV J. JAMDAR, J.)