

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT (L) NO. 23472 OF 2026
WITH
INTERIM APPLICATION (L) NO.23848 OF 2026
WITH
COURT RECEIVER REPORT NO.375 OF 2026
WITH
LEAVE PETITION NO.246 OF 2026
IN
COMMERCIAL IP SUIT (L) NO.23472 OF 2026

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Asian Paints Limited

... Plaintiff

V/s.

Babita Aggarwal

....Defendant

Ms. Deepu Gupta i/by Mr. Vinod A. Bhagat, for the Plaintiff.

Mr. Pooja Chettiar i/by Ms. Priyanshi Goel & Ms. Jenny Somaiya
for the Defendant.

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

Ms.Babita Aggarwal-Defendant (through VC) present.

Mrs. Rucha Ambekar, Master (Adm.) Court Receiver present.

CORAM : MADHAV J. JAMDAR, J.

DATED : 12 OCTOBER 2026

P. C. :-

Leave Petition No. 246 of 2026

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

2. For the reasons set out in Leave Petition No.246 of 2026, the same is allowed in terms of prayer clause (a).

Commercial IP Suit (L) No.23472 OF 2026

3. Ms. Gupta, learned counsel appearing for the Plaintiff and Ms. Chettiar, learned counsel for the Defendant state that the parties have settled the dispute and tender the 'Consent Terms'.

4. The Consent Terms are signed on behalf of the Plaintiff-Asian Paints Limited by Mr. Yash Patade who is the Legal Executive and Constituted Attorney of the Plaintiff. The power of attorney is annexed as 'Annexure-A' to the Consent Terms. The Consent Terms are also signed by the Defendant-Ms.Babita Aggarwal, Proprietor of Bharat Paint Works. The Consent Terms are also signed by the respective Advocates and the respective Advocates have identified the signatures of the respective parties.

5. Mr. Yash Patade, Constituted Attorney who is present in Court and Ms.Babita Aggarwal-Defendant who is present through Video Conferencing state that parties have settled the dispute in terms of the Consent Terms and have signed the Consent Terms.

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 : 12-10-2026,
 1 Marked as 'X'
 for identification.
 12/10/26
 Associate

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL IP SUIT (L) NO. 23472 of 2026

Asian Paints Limited, an existing company under the Companies Act, 2013, having its registered office at 6-A, Shantinagar, Santacruz (E), Mumbai - 400 055.	)	
	)	
	)	
	)	
	)	
	)	Plaintiff
vs.	)	
Babita Aggarwal, proprietor, doing business under the name and style of Bharat Paint Works, having its manufacturing unit located at behind Punjabi Swad Dhaba, Nainital Rd, Bazpur, Khamaria, Udham Singh Nagar, Uttarakhand - 262401.	)	
	)	
	)	
	)	
	)	
	)	Defendant

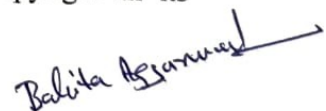
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Babita Aggarwal

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CONSENT TERMS

1. The Plaintiff abovenamed has filed the present suit against the abovenamed Defendant seeking, inter alia, reliefs in respect of infringement of its registered trade marks ASIAN PAINTS, ASIAN, TRACTOR emulsion, ULTIMA, APEX and ROYALE; infringement of the registered copyright in the original artistic work comprising its ASIAN PAINTS label; infringement of the subsisting copyright in its TRACTOR emulsion label; and passing off of the goods viz. emulsion, primer, distemper, cement paint, putty, paints and such other goods used in the paint industry, by the Defendant through the use of the impugned label mark and pirated artwork in respect of ASIA PAINTS Excel Weather Guard Acrylic Emulsion, ASIA PAINTS Platinum Cement Primer and ASIA PAINTS ULTIMA Gold Acrylic Distemper, and by use of the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty, as well as for other reliefs, as more particularly set out in the Plaintiff.
2. The Defendant hereby acknowledges the proprietary rights of the Plaintiff in its registered trade marks ASIAN PAINTS, ASIAN, TRACTOR emulsion, ULTIMA, APEX and ROYALE, registered copyright in the original artistic work of its ASIAN PAINTS label and subsisting copyright in its


Balita Agam

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TRACTOR emulsion label, being used in relation to its goods as more particularly mentioned in the Plaint.

3. The Defendant agrees and undertakes that he shall not hereafter use the impugned marks and labels depicted under the pirated artworks of ASIA PAINTS Excel Weather Guard Acrylic Emulsion, ASIA PAINTS Platinum Cement Primer and ASIA PAINTS ULTIMA Gold Acrylic Distemper, or the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty, being deceptively/substantially similar to the Plaintiff's registered trade marks and original artistic works, nor shall he use any other mark or artwork which is identical with and/or is deceptively/substantially similar to the Plaintiff's aforementioned registered trade marks and/or original artistic works as aforementioned.
4. The Defendant accordingly submits to a Decree in favour of the Plaintiff in terms of prayers (a), (b), (c) and (d) of the Plaint, which reads as under :-
 - a. *the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, stocking, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to emulsion, primer, distemper, cement paint, putty, paints*



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and such other like goods used in the paint industry, the impugned marks and labels of ASIA PAINTS excel weather guard acrylic emulsion, ASIA PAINTS platinum cement primer, ASIA PAINTS ULTIMA gold acrylic distemper and the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty or any mark/s or label/s identical with and/or deceptively similar to the Plaintiff's trade marks ASIAN PAINTS, ASIAN, TRACTOR emulsion, ULTIMA, APEX and ROYALE, so as to infringe upon on the Plaintiff's said trade marks ASIAN PAINTS/ASIAN registered under Nos. 533698, 904237, 904238, 965439, 965441, 1587298, 1609251, 1609252, 1609253, 1609254, 1609255, 1609256, 1609257, 1609258, 1609259, 1650391, 1670419, 1670422, 1670423, 1670424, 1670427, 1670430, 1670431, 1670433, 1737954, 1737955, 1737956, 1743551, 1743552, 1743553, 1743554, 1743555, 1847163, 1994707, 1994709, 1994711, 2129737, 2129741, 2318178, 2400078, 2413392, 2413400; the trade mark label of TRACTOR emulsion registered under No. 2130519; the trade mark ULTIMA registered under Nos. 1891276, 1891277, 1891278, 1891279, 1902541, 1902542, 1902543, 1902544, 2130512, 2238038, 2460002, 2460007, 2723455, 2723456, 2727050, 2760258, 2760259, 3476287, 3570573, 3570574, 3570608, 3570610, 3771808, 3771809, 3771810, 3771811, 3852905, 3852906, 4584746, 4598929, 4876266, 4996126, 4996127, 4996128; the trade mark APEX registered under Nos. 857108, 1502650, 1590635, 1863376, 2130509, 2356428, 2597784, 2985794, 2985795, 3228767, 3692138, 3852908, 4586633, 4930048, 4930049, 4930050 and the trade mark ROYALE registered under Nos. 904263, 904264, 944265, 1299194, 1841835, 1841836, 1994713, 1994715, 1994716, 1994718, 1994719, 1994721, 1994723, 1994724, 2085431, 2276312, 2398737, 3050117, 3259454, 3259458,

 Balita Aggarwal

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3272234, 3272235, 3272236, 3286762, 3559542; all in class 02;

- b. *the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to their emulsion, primer, distemper, cement paint, putty, paints or other like goods used in the paint industry, the impugned pirated artworks of ASIA PAINTS excel weather guard acrylic emulsion, ASIA PAINTS platinum cement primer, ASIA PAINTS ULTIMA gold acrylic distemper (appended at Exhibit G to the Plaintiff) all bearing colour scheme, lay-out, get-up, style, placement of features, artwork and representation or any other artwork/s which is/are identical with and/or is/are substantially/strikingly similar as regards the colour scheme, lay-out, get-up, style, placement of features, artwork and representation to the Plaintiff's original artistic works of ASIAN PAINTS (appended at Exhibit A3 to the Plaintiff) and TRACTOR emulsion (appended at Exhibit B1 to the Plaintiff) respectively, so as infringe upon the Plaintiff's copyright of ASIAN PAINTS registered under Nos. A-106999/2013, A-107000/2013, A-107001/2013, A-107002/2013 and A-107003/2013 all dated 21.10.2013 and the copyright subsisting in the original artistic work of its TRACTOR emulsion labels;*
- c. *the Defendant by themselves, their proprietor, servants, agents, stockists, distributors, assignees and all those connected with the Defendant in their business be restrained by a perpetual order and injunction of this Hon'ble Court from manufacturing, marketing, stocking, distributing, selling, offering for sale and/or using in any manner whatsoever in relation to their*

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Balika Aggarwal

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emulsion, primer, distemper, cement paint, putty, paints and such other like goods used in the paint industry, the impugned marks and trade dress of ASIA PAINTS excel weather guard acrylic emulsion, ASIA PAINTS platinum cement primer, ASIA PAINTS ULTIMA gold acrylic distemper and the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty or any mark/s, label/s or trade dress identical with and/or deceptively similar to the Plaintiff's distinctive and prior used trade marks ASIAN PAINTS label, ASIAN, TRACTOR emulsion label, ULTIMA, APEX and ROYALE and the trade dress depicted on its ASIAN PAINTS and TRACTOR emulsion labels, so as to pass off the Defendant's business and goods as and for those of the Plaintiff or in some way connected or associated therewith;

- d. the Defendant be ordered and decreed to deliver-up to the Plaintiff for destruction all such materials including emulsion, primer, distemper, cement paint, putty, paints and such other like goods used in the paint industry including shade cards, poly bags, pouches, containers, labels, stickers, advertising and packaging materials, dyes, screens, blocks, moulds, papers, vouchers, bill books, carry bags, and other goods bearing the the impugned marks and labels of ASIA PAINTS excel weather guard acrylic emulsion, ASIA PAINTS platinum cement primer, ASIA PAINTS ULTIMA gold acrylic distemper, all depicted under pirated artworks and the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty. as complained off;
5. As regards prayer clause (d) above, the Defendant undertakes to deface the goods bearing the impugned marks and pirated artworks of ASIA PAINTS Excel Weather Guard Acrylic

Balita Aggarwal

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Emulsion, ASIA PAINTS Platinum Cement Primer and ASIA PAINTS ULTIMA Gold Acrylic Distemper, and the impugned marks ASIAN CEM waterproof cement paint, APEX CEM cement paint and ROYAL TOUCH wall putty, as seized and sealed by the Court Receiver at the Defendant's premises. The unbranded containers/buckets alongwith the contents thereof would then be duly returned to the Defendant for future use under different trade mark/s and artwork/s. The Defendant further agrees to destroy all such materials including shade cards, containers, buckets, poly bags, pouches, labels, stickers, advertising and packaging materials, dyes, screens, blocks, moulds, papers, vouchers, bill books, carry bags and other goods bearing the impugned marks and pirated artworks as aforesaid. The aforesaid destruction and defacement is agreed by the parties to be undertaken in the presence of the Plaintiff's representative and within a period of two weeks from the date of execution of these Consent Terms.

6. As regards the Plaintiff's claim of damages mentioned in prayer clause (e) of the Plaint, the Defendant hereby pays an amount of Rs. 1,75,000 (One Lakh and Seventy Five Thousand Rupees only) in favour of the Plaintiff, i.e. Asian Paints Limited, vide Demand Draft No. 909047 dated 18/09/2026 drawn on IDBI Bank. The Defendant undertakes

 Balvita Aggarwal

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to this Hon'ble Court that the said Demand Draft issued in the Plaintiff's favour will be honored by his bankers.

7. In case the Defendant is found to violate the above terms, then the Defendant would be guilty of contempt of this Hon'ble Court's order and shall be liable to pay an amount of Rupees One Crore as and by way of damages to the Plaintiff. This would be in addition to all other legal remedies which the Plaintiff would then be legally entitled to institute against the Defendant abovenamed.
8. Copy of the Power of Attorney in favour of Mr. Yash Patade, being the Legal Executive and Constituted Attorney of the Plaintiff and a copy of the identity proof viz. Aadhar card of Babita Aggarwal, being the Defendant abovenamed, are appended herewith as **ANNEXURES A and B** respectively.

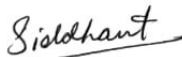
Dated this 12th day of October 2026.



Yash Patade
(Legal Executive and
Constituted Attorney
of the Plaintiff)



Babita Aggarwal
(Defendant)



For Vinod A. Bhagat
Advocates for the Plaintiff.



Poja Chettiar
Advocate for Defendant

7. Various statements made in the Consent Terms are accepted as undertakings given to the Court.
8. The demand draft which is mentioned in Clause No.6 of the Consent Terms is handed over to the learned counsel appearing for the Plaintiff by the learned counsel appearing for the Defendant.
9. Accordingly, Commercial Intellectual Property Rights Suit (L) No. 23472 of 2026 is decreed in terms of the Consent Terms.
10. Refund of Court fees as per rules.
11. As the Commercial Intellectual Property Rights Suit is disposed of, the Court Receiver stands discharged without passing accounts, subject to payment of costs, charges and expenses to be paid by the Plaintiff within two weeks from the demand being made by the office of the Court Receiver.
12. As the Court Receiver stands discharged, Court Receiver Report No. 375 of 2026 stands disposed of, subject to payment of cost of Rs.5000/-.
13. In view of disposal of Commercial Intellectual Property Rights Suit (L) No.23472 of 2026, nothing survives in Interim

Application (L) No. 23848 of 2026 and the same is also disposed of in terms of consent terms.

[MADHAV J. JAMDAR, J.]