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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 309/2023**

CASTROL LIMITED

.....Plaintiff

Through: Mr. Urfee Roomi & Mr. Ayush Dixit,
Advs.

versus

**NARESHBHAI BABUBHAI KANANI, TRADING AS
MANORATH COMPANY AND GDP LUBRICANTS & ANR.**

.....Defendants

Through: Ms. Jasvinder Kaur & Mr. Altamash
Khan, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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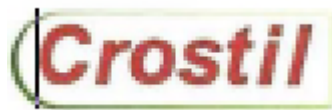
14.11.2025

1. The present suit has been filed by the plaintiff seeking following reliefs of permanent injunction at prayer clauses a, b, c and e:-

- a. An order for permanent injunction restraining the Defendants, individually and collectively, any other individuals, entities, whether incorporated or not, that are related or affiliated to the Defendants, individually and collectively, as the case may be, and all others, acting for and on behalf of the Defendants, individually and collectively, from manufacturing, offering for sale, selling, displaying, advertising, marketing, whether directly or indirectly, and whether on the Internet or otherwise, engine oil, coolants and lubricants and/or similar/related/allied/cognate goods, bearing/contained in the Defendants' Marks and Packaging COSTRIL, CROSTIL, COSTRIL POWER I, CROSTIL POWER I, COSTRIL GOLD, CROSTIL GOLD



and the device marks ,



and/or the following piratical container(s)



and marks or packaging or designs that is nearly identical/similar to the Plaintiff's Marks and Packaging (as defined in sub-paragraph 5A, 5B and 5C) and the Plaintiffs Registered Container Design (as defined in paragraph 5E);

b. An order for permanent injunction restraining the Defendants, individually and collectively, any other individuals, entities, whether incorporated or not, that are related or affiliated to the Defendants, individually and collectively, as the case may be, and all others, acting for and on behalf of the Defendants, individually and collectively, from doing any act that amounts to trademark infringement of the Plaintiff's registered marks (as detailed in paragraph 31);

c. An order for permanent injunction restraining the Defendants, individually and collectively, any other individuals, entities, whether incorporated or not, that are related or affiliated to the Defendants, individually and collectively, as the case may be, and all others, acting for and on behalf of the Defendants, individually and collectively, from doing any act that amounts to infringement of the copyright in the Plaintiffs



Marks and Labels (as defined in paragraph 5C);

e. An order for permanent injunction restraining the Defendants, individually and collectively, any other individuals, entities, whether incorporated or not, that are related or affiliated to the Defendants, individually and collectively, as the case may be, and all others, acting for and on behalf of the Defendants, individually and collectively, as the case may be, from passing off their engine oil and lubricants and/or similar Jar/related/allied/cognate goods bearing the Defendants' Marks and/or the Defendants' Packaging as those of the Plaintiff or that may suggest a connection or association with the Plaintiffs Marks and/or the Plaintiffs Packaging;”

2. Learned counsel for the plaintiff states that he has instructions to submit that if defendants are willing to suffer a decree of permanent injunction, he would only be pressing for the relief of legal costs and no damages.
3. Learned counsel for the defendant states on instructions from Mr. Naresh Kanani and Mr. Yash Kanani, who are present in Court, that defendants are not contesting the injunction order dated 15.05.2023 and are willing to suffer a decree for permanent injunction. She further states, on instructions from the defendants, that they are willing to pay lumpsum costs of Rs.7 lakhs to the plaintiff towards the legal costs. She clarifies this is in addition to the fine of Rs.4 lakhs which has been deposited in I.A. No. 44386/2024.
4. She states that defendants required 2 months' time to pay the amount of Rs.7 lakhs to the plaintiff.
5. In response, learned counsel for the plaintiff is agreeable to the aforesaid amount of Rs. 7 lakhs towards costs.
6. In view of the aforesaid submissions of the parties and no contest by the defendants, the reliefs of permanent injunction prayed for at paragraph



83 (a), (b), (c), and (e) are hereby decreed. In addition, defendants will be liable to pay costs of Rs.7 lakhs to the plaintiff within two months from today.

7. Mr. Yash Kanani and Mr. Naresh Kanani have given an undertaking that the payment will be made within two months and there will be no default. The said undertaking is accepted and they are bound down to the same.

8. The remaining reliefs in the plaint are dismissed as not pressed.

9. The Registry is directed to draw up a decree in terms of this order.

10. All pending applications except I.A. No. 44386/2024 is hereby disposed of.

I.A. No. 44386/2024 (under Order XXXIX Rule 2A CPC.)

11. Learned counsel for the defendants states that defendants have deposited a sum of Rs.4 lakhs with the Registry. The Registry is directed to release the said amount to the plaintiff as directed vide order dated 29.10.2025.

12. This application will be taken up for consideration after verifying the further compliance of the deposit of Rs.7 lakhs.

13. List before Court on **29.01.2026**.

14. In case the payment of Rs.7 lakhs has been paid over within two (2) months, Mr. Naresh Kanani and Mr. Yash Kanani are exempted from further appearance.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 14, 2025

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