



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

INTERIM APPLICATION (L) NO. 1274 OF 2025
IN
COMMERCIAL IP SUIT (L) NO. 1107 OF 2025

Asian Paints Limited

... Petitioner.

Versus

Israr Ali trading as Lucky Paints and
Coating/Lucky Traders and Anr.

... Defendants.

Ms Parveen Anand i/by Khaitan and Co. for the Applicant.

Coram : Sharmila U. Deshmukh, J.

Date : April 01, 2026

P.C. :

1. Learned counsel appearing for the Applicant submits that by order of 22nd January, 2025, ad-interim relief was granted in terms of prayer clauses (a), (b) and (d) and the Court Receiver came to be appointed. She submits that subsequently the commission was executed and the Defendants have been served with the proceedings. She submits that the leave petition has been allowed and presses for interim relief in respect of passing off. She would also seek confirmation of the ad-interim relief as there is no opposition by the Defendants.

2. By order of 22nd January, 2025, this Court came to a *prima facie* finding of infringement of trade mark and copyright by the Defendant and ad-interim relief was granted. By an order of even date, leave petition has been allowed.
3. This Court had come to a *prima facie* finding upon comparison of the rival products that the marks used by the Defendants are deceptively similar to the trade mark/label mark of the Applicant and the artistic work used by the Defendant can be said to be copying the leading and essential features of the artistic work in which the Plaintiff holds copyright. The goodwill and the reputation is *prima facie* demonstrated from the fact that the consolidated turnover of the plaintiff is in tune of Rupees 90 billion.
4. Upon *prima facie* comparison of the rival products, it is evident that the Defendant has designed its product in a manner so as to pass off its goods as that of the Plaintiff. Therefore misrepresentation is evident. The continuation of the infringing activity is likely to cause damage to the reputation and the goodwill of the plaintiff.
5. In light of the above, *prima facie* case has been made out for grant of interim relief in terms of prayer clause "c".
6. Though served, none appears on behalf of the Defendants.

7. There is no reason as to why the ad-interim relief granted by order of 22nd January, 2025 should not be continued as interim relief. Resultantly, the ad-interim relief is confirmed as interim relief. Interim Application is allowed in terms of prayer clause (a), (b), (c) and (d).

[Sharmila U. Deshmukh, J.]