



SR NO. 2107.DT.12/11/202

2025:BHC-OS:4907

(1)

GAUTAM S. MAKWANA
NOTARY
GOVT. OF INDIA

12 NOV 2024

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

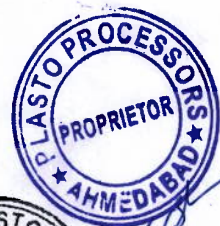
COMIP NO. 7315 OF 2024

Marico Limited)
A company incorporated under Indian)
law, having its registered office at 7th)
Floor, Grande Palladium, 175 CST Road,)
Kalina Santacruz (East), Mumbai 400098) Plaintiff

Versus

1. Zenith Industries)
An entity/firm/concern existing under)
Indian laws and having its address at)
Laxmanpura to Sangra Road At)
Laxmanpura Ta. Palanpur,)
Banaskantha, Gujrat 385001)
Email:)
zenithindustries2009@gmail.com;)
zenith.industries@rediffmail.com) .. Defendant No. 1

2. Pravin Patel)
An adult Indian individual, proprietor)
of, and trading as Zenith Industries,)
having his address at Laxmanpura to)
Sangra Road At Laxmanpura Ta.)





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Palanpur, Banaskantha, Gujrat)

385001)

Email:)

zenithindustries2009@gmail.com;) ...Defendant No. 2zenith.industries@rediffmail.com)

3. Plasto Processors)

An entity/firm/concern existing under)

Indian laws and having its address at)

B-30, Shivshakti Estate, B/H Vijay)

Transport, Nr Kashiram Mill, Narol,)

Ahmedabad - 382405)

Also at)

2, Shantikunj Appt, Paldi,) ...Defendant No. 3

Ahmedabad- 380007)

4. Ketu Vinod Shah)

An adult Indian individual, proprietor)

of, and trading as Plasto Processors,)

having his address at B-30,)

Shivshakti Estate, B/H Vijay)

Transport, Nr Kashiram Mill, Narol,)

Ahmedabad - 382405)

Also at)

2, Shantikunj Appt, Paldi,) ...Defendant No. 4

Ahmedabad- 380007)



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CONSENT TERMS



1. Defendant Nos. 3 and 4 (hereinafter "**Defendants**") hereby unconditionally acknowledge that the Plaintiff is the proprietor/owner of the Parachute Registered Marks, including the Parachute Packaging/Labels and trade dress or any features thereof including the colour schemes used in respect thereof, the Distinctive Parachute Bottles/Containers, the Flag Device, the Parachute Tree Device, the Broken Coconut Device, and the Drop Device, as referred to in the Plaint.



2. The Defendants hereby unconditionally acknowledge that the Plaintiff is the proprietor/owner of the Jasmine Registered Marks, including the Jasmine Logo, Jasmine Packaging/Labels and trade dress or any features thereof including the colour schemes used in respect thereof, and the Distinctive Jasmine Containers/Bottles, as referred to in the Plaint.

3. The Defendants hereby unconditionally acknowledge that the Plaintiff is the proprietor/owner of the HAIR & CARE Registered Marks, including the mark HAIR & CARE (per





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se), Hair & Care Logo, Hair & Care Packaging/Labels, and trade dress, or any features thereof including the colour schemes used in respect thereof, and the Distinctive Hair & Care Containers/Bottles, as referred to in the Plaint.

4. The Defendants hereby unconditionally acknowledge that the Plaintiff is the owner of copyrights subsisting in the artistic works comprised in/reproduced on the Plaintiff's Parachute Packaging/Labels, including the features thereof, including the Flag Device, Parachute Tree Device and the Broken Coconut Device, as referred to in the Plaint.
5. The Defendants hereby unconditionally acknowledge that the Plaintiff is the owner of copyrights subsisting in the artistic works comprised in/reproduced on the Plaintiff's Jasmine Packaging/Labels including the features thereof, Jasmine Artwork, and the Jasmine Logo, as referred to in the Plaint.
6. The Defendants hereby unconditionally acknowledge that the Plaintiff is the owner of copyrights subsisting in the artistic works comprised in/reproduced on the Plaintiff's



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Hair & Care Packaging/Labels including the features thereof, the Hair & Care Logo, as referred to in the Plaint.

7. The Defendants hereby unconditionally acknowledge that the Plaintiff is the owner of copyrights in the Distinctive Hair & Care Bottles/Containers, as referred to in the Plaint.

8. The Defendants hereby submit to a decree in terms of prayer clauses (a), (b), (c), (d), (e), (f), (g), (h), (i) and (k) of the suit which are reproduced hereunder, and the Defendants agree with the Plaintiff and undertake to the Hon'ble Court that they shall comply with the same:

a. *The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner manufacturing, marketing, selling, advertising, offering to sell or dealing in the impugned products or any similar goods or any other goods bearing the respective impugned marks/ impugned labels/packaging or any features*



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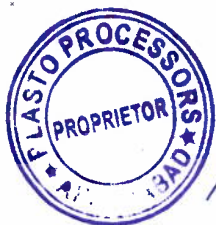


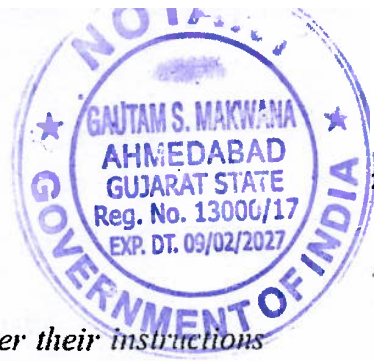
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thereof or the impugned bottles/containers, or any other mark/ label/ device/ packaging/ bottles/ containers/ trade dress identical with or similar to or comprising of the: i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/ colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof;

- b. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under the





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acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Parachute Registered Marks of the Plaintiff bearing nos. 1033844, 2425321, 2425322, 2425320, 2423236, 2423238, 3481083, 2878146, 2926904, 363235 and 737894 in any manner and from using in relation to impugned products or any other goods for which the Parachute Registered Marks are registered or any goods similar thereto, the impugned devices/labels/packaging or the impugned bottles /containers (including those depicted at Exhibit AA-1) or any other marks / labels/ devices/ packaging/trade dress / bottles/ containers which are identical with or similar to the Parachute Registered Marks of the Plaintiff (including the Parachute Packaging/Labels and trade dress or any features thereof, the Distinctive Parachute Bottles/Containers, the Flag Device, the Parachute Tree Device, the Broken Coconut Device, Drop Device) and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the impugned labels/packaging or the impugned bottles /containers or any marks / labels / devices / packaging / bottles /containers or trade dress (including those depicted at Exhibit AA-1)



[Signature]





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identical with or similar to the Parachute Registered Marks (including the Parachute Packaging/Labels, Distinctive Parachute Bottles/Containers as the case may be or any features thereof);

- c. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the JASMINE Registered Marks of the Plaintiff bearing nos 1398440, 947770, 906080, 2195475, 2195474, and 5277072 in any manner and from using in relation to impugned products or any other goods for which the JASMINE Registered Marks are registered or any goods similar thereto, the impugned devices/labels/packaging or the impugned bottles /containers (including those depicted at Exhibit AA-2) or any other marks / labels/ devices/ packaging/trade dress / bottles/ containers which are identical with or similar to the JASMINE Registered Marks of the Plaintiff (including the Jasmine Logo, JASMINE Packaging/Labels and trade dress or any features thereof), and from





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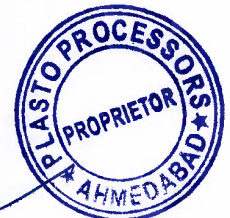
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manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the impugned devices/labels/packaging or the impugned bottles /containers or any marks / labels / devices / packaging / bottles /containers or trade dress (including those depicted at Exhibit AA-2) identical with or similar to the JASMINE Registered Marks (including the Jasmine Logo, JASMINE Packaging/Labels) and trade dress or any features thereof as the case may be;

- d. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the HAIR & CARE Registered Marks of the Plaintiff bearing nos. 3429323, 769723, 769725, 2309799, 843596, 1256174, 5216202, 1239243 and 1239244 in any manner and from using in relation to impugned products or any other goods for which the HAIR & CARE Registered Marks are registered or any goods similar thereto, the impugned mark HAIR & SHINE and the impugned



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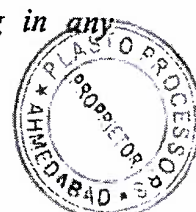




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devices/labels/packaging or the impugned bottles /containers (including those depicted at Exhibit AA-3) or any other marks / labels/ devices/ packaging/trade dress / bottles/ containers which are identical with or similar to the HAIR & CARE Registered Marks of the Plaintiff (including the mark HAIR & CARE, Hair & Care Logo, Hair & Care Packaging/Labels and trade dress or any features thereof), and from manufacturing, selling, offering for sale, advertising or dealing in such goods or any other goods bearing the impugned marks/devices/labels/packaging or the impugned bottles /containers or any marks / labels / devices / packaging / bottles /containers or trade dress (including those depicted at Exhibit AA-3) identical with or similar to the HAIR & CARE Registered Marks of the Plaintiff (including the mark HAIR & CARE, Hair & Care Logo, Hair & Care Packaging/Labels) and trade dress or any features thereof as the case may be;

- e. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any

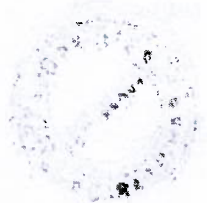




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manner the Plaintiff's copyrights in the artistic works comprised in/reproduced on its Parachute Packaging/Labels including the Flag Device, Parachute Tree Device and the Broken Coconut Device, and from reproducing/ copying the said artistic works or any substantial part of the said artistic works (as set out at Exhibits B-1, B-2) on any of the impugned products of the Defendants (including those depicted at Exhibit AA-1 to the Plaintiff) or any bottles, cartons, packaging material or advertising material, literature or any other substance and from manufacturing and selling or offering for sale products upon or in relation to which the said artistic works have been reproduced or substantially reproduced or by issuing copies of such works to the public;

- f. *The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Plaintiff's copyrights in the artistic works comprised in/reproduced on its Jasmine Packaging/Labels or any features thereof, Jasmine Artwork and the Jasmine Logo and from*





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reproducing/ copying the said artistic works or any substantial part of the said artistic works (as set out at Exhibit I, K-1, K-2, L, M-2, N-1, and N-2) on any of the impugned products of the Defendants (including those depicted at Exhibit AA-2 to the Plaintiff) or any bottles, cartons, packaging material or advertising material, literature or any other substance and from manufacturing and selling or offering for sale products upon or in relation to which the said artistic works have been reproduced or substantially reproduced or by issuing copies of such works to the public;

- g. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from infringing in any manner the Plaintiff's copyrights in the artistic works comprised in/reproduced on its Hair & Care Packaging/Labels including the features thereof, and the Hair & Care Logo and from reproducing/ copying the said artistic works or any substantial part of the said artistic works (as set out at Exhibit I) on any of the impugned products.

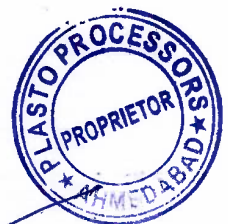




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products of the Defendants (including those depicted at Exhibit AA-3 to the Plaintiff) or any bottles, cartons, packaging material or advertising material, literature or any other substance and from manufacturing and selling or offering for sale products upon or in relation to which the said artistic works have been reproduced or substantially reproduced or by issuing copies of such works to the public;

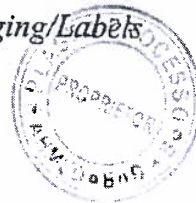
- h. The Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from pirating or infringing the Plaintiff's copyrights in the registered design bearing no. 238423 in any manner and from manufacturing, selling, dealing, offering to sell any products in the impugned bottles/containers (depicted at Exhibit AA-3) or any other containers or bottles or packaging materials or jars which are or contain or have applied upon it the said registered designs owned by the Plaintiff in respect of the Distinctive Hair & Care Bottles/ Containers or any fraudulent or obvious imitation thereof;*

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- i. Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions be restrained by a perpetual order and injunction of this Hon'ble Court from committing the tort of passing off in any manner and from manufacturing, marketing, selling, advertising, offering to sell or dealing in any of the impugned products or any similar goods or any other goods bearing the impugned marks/devices/label/packaging or any features thereof or the impugned bottles/containers (including those depicted at Exhibits AA-1, AA-2 and AA-3), or any other mark/label/device/packaging/bottles/containers or trade dress identical with or similar to or comprising of the Plaintiff's respective a) PARACHUTE Registered Marks or Parachute Packaging/Labels or trade dress including the Flag Device or Broken Coconut Device or Drop Device or Parachute Tree Device or Distinctive Parachute Bottles/Containers or the overall layout, get up, look and feel, colour scheme/colour combination and trade dress thereof; or b) Jasmine Registered Marks or Jasmine Logo or Jasmine Artwork or Jasmine Packaging/Labels

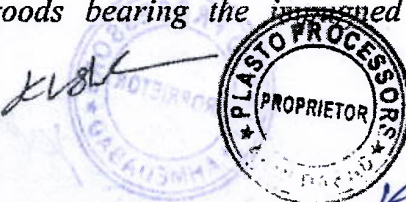




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including the features thereof or Distinctive Jasmine Containers/Bottles or trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; or c) Hair & Care Registered Marks (including the mark HAIR & CARE per se) or Hair & Care Logo or Hair & Care Packaging/Labels including the features thereof or the Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof;

- k. Defendants, their directors, proprietors, partners, owners, servants, subordinates, representatives, stockists, dealers, agents and all other persons claiming through or under them or acting on their behalf or under their instructions or acting in concert with them be ordered and decreed to deliver up for destruction of all the Defendants' impugned products and goods, dies, moulds, machinery, articles, bottles, containers, packets, labels, cartons, packaging material, plates, ink, product literature, advertising material paper and all other things used in connection with or intended to be used in connection with the manufacture, marketing or sale of the impugned products or any goods bearing the impugned





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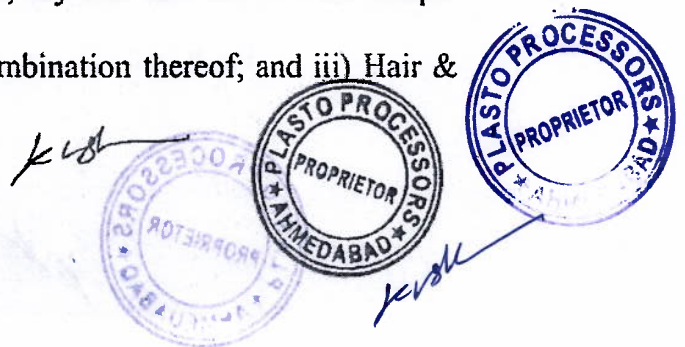
marks/devices/label/packaging/trade dresses or any features thereof or the impugned bottles/containers, or any other mark/label/device/packaging/bottles/containers or trade dress identical with or similar to or comprising of the Plaintiff's respective a) PARACHUTE Registered Marks or Parachute Packaging/Labels or trade dress including the Flag Device or Broken Coconut Device or Drop Device or Parachute Tree Device or Distinctive Parachute Bottles/Containers or the overall layout, get up, look and feel, colour scheme/colour combination and trade dress thereof; or b) Jasmine Registered Marks or Jasmine Logo or Jasmine Artwork or Jasmine Packaging/Labels including the features thereof or Distinctive Jasmine Containers/Bottles or trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; or c) Hair & Care Registered Marks (including the mark HAIR & CARE per se) or Hair & Care Logo or Hair & Care Packaging/Labels including the features thereof or the Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof;





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9. The Defendants agree with the Plaintiff and undertake to this Hon'ble Court that, in compliance with the order dated 8 March 2024 passed by this Hon'ble Court in the matter, the Defendants have already stopped using/ manufacturing/ marketing/ selling /advertising/ selling/ dealing, in any manner, in respect of any of its products, the respective impugned marks/impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other mark/label/device/packaging/bottles/containers/trade dress which is identical with or similar to or comprising of the: i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/ colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair &





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Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof, as set out in the Plaint. Further, the Defendants confirm to the Plaintiff and undertake to the Hon'ble Court that with a view to comply with the undertakings given in the clauses above, they shall forthwith, and at most within 7 days of the execution of these consent terms, at the Defendants' own cost and in the presence of the representatives of each party i.e., Plaintiff, Defendant Nos. 3 and 4, at a time mutually agreed upon by the parties, destroy all packaging material in respect of the existing stock of all the impugned products or any other products and any other material including moulds /dyes/machinery/print screens with respect to all the impugned products including those set out in the Plaint bearing or used to manufacture/market/make available for sale the respective impugned marks/impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other

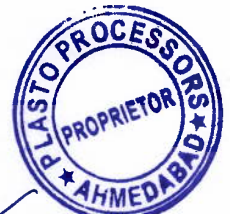
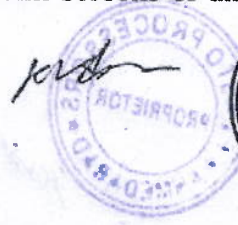
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mark/label/device/packaging/bottles/containers/trade dress which is identical with or similar to or comprising of the:

i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof (as more particularly set out in prayer clause (k) above). The Parties agree that if the Defendants are in the possession of moulds/dyes/machinery/print screens or any other material





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bearing or used to manufacture the impugned products bearing the impugned marks/impugned labels/packaging or any features thereof (including the impugned drop device) or the impugned bottles/containers, which cannot be destroyed easily, then the same shall be handed over by the Defendants to the Plaintiff's representatives, and the Plaintiff shall be free to deal with the same in any manner that it deems fit.

10. The Parties agree that the goods/material seized, sealed and kept at the Defendants' premises by the Court Receiver (through the Additional Special Receivers appointed by this Court) on 19 March 2024 be directed to be released by this Hon'ble Court without any further reference to the Court Receiver's office, in order to enable the Defendants to comply with prayer clause (k) in the manner set out above, and that the Court Receiver appointed in the matter be discharged by this Hon'ble Court simultaneously with the disposal of the present suit as per these consent terms. The Defendants hereby confirm that as on the date of execution of these consent terms, the Defendants do not



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manufacture or are in any manner involved in, and shall not manufacture or be involved in making available or in the sale or distribution or export or import of the impugned products or the packaging material or any other material in respect of the impugned products or any other products bearing the impugned marks, impugned packaging and impugned label, as referred to in the Plaint. The Defendants agree with the Plaintiff and undertake to the Hon'ble Court that they shall not, henceforth, in any manner, either by themselves or through any other persons/entities, deal in or use or put to market or circulate or sell or offer to sell any products or goods bearing the impugned marks/impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other mark/label/device/packaging/bottles/containers/trade dress which is identical with or similar to or comprising of the:

i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/





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colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof, as referred to in the Plaint.



11. Defendants confirm and undertake to this Hon'ble Court that Defendants have not filed any trademark applications, do not have any trademark registration and shall not make any application seeking registration for any mark/label/device/packaging/bottles/containers/trade dress in any class, comprising of impugned marks/impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other





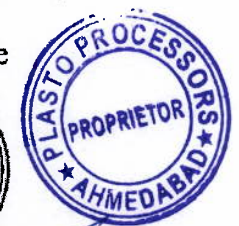
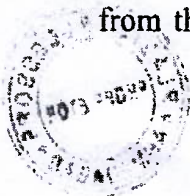
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(23)

mark/label/device/packaging/bottles/containers/trade dress which is identical with or similar to or comprising of the:

i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof. Applications/Registrations, if any, that may have been made, shall be withdrawn/cancelled/surrendered forthwith

from the date of these consent terms in compliance of the





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undertakings given in the clauses above, and a copy of such withdrawal/cancellation/surrender request duly acknowledged by the relevant Trade Mark Registry shall be furnished to the Plaintiff immediately thereafter.

12. Defendants confirm and undertake to this Hon'ble Court that they have not filed any copyright application, do not have any copyright registration, and shall not make any copyright application seeking registration of any work comprising of impugned marks/impugned labels/packaging or any features thereof or the impugned bottles/containers, or any other mark/label/device/packaging/bottles/containers/trade dress which is identical with or similar to or comprising of the: i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/ colour combination and trade dress thereof; ii) Jasmine Registered Marks, Jasmine Logo, Jasmine Artwork,





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Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof. Applications, if any that may have been made shall be withdrawn/cancelled/surrendered forthwith and a copy of such withdrawal/cancellation/surrender request duly acknowledged by the Copyright Office shall be furnished to the Plaintiff immediately thereafter.

13. Defendants confirm and undertake to this Hon'ble Court that they have not filed any design applications, do not have any design registration and shall not make any design applications seeking registration of the impugned bottles/containers or any other containers/bottles/packaging materials/jars which are or contain or have applied upon it

*Handwritten signature**Handwritten signature*



(26)

the said registered designs owned by the Plaintiff in respect of the Distinctive Hair & Care Bottles/ Containers or any fraudulent or obvious imitation thereof. Applications, if any that may have been made shall be withdrawn/cancelled/surrendered forthwith and a copy of such withdrawal/cancellation/surrender request duly acknowledged by the Indian Patent Office, Controller of Designs shall be furnished to the Plaintiff immediately thereafter.

14. Defendants agree with the Plaintiff and undertakes to this Hon'ble Court that Defendants shall not at any time object to and/or oppose or seek rectification of any trademark application /copyright application/design application made / registration obtained by the Plaintiff for the i) PARACHUTE Registered Marks, Parachute Packaging/Labels and trade dress including the Flag Device, Broken Coconut Device, Drop Device, Parachute Tree Device, Distinctive Parachute Bottles/Containers and the overall layout, get up, look and feel, colour scheme/ colour combination and trade dress thereof; ii) Jasmine

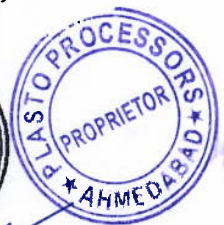




(27)

Registered Marks, Jasmine Logo, Jasmine Artwork, Jasmine Packaging/Labels including the features thereof, Distinctive Jasmine Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof; and iii) Hair & Care Registered Marks, Hair & Care Logo, Hair & Care Packaging/Labels including the features thereof, Distinctive Hair & Care Containers/Bottles and trade dress and essential features, get-up, lay out and the overall unique colour scheme/colour combination thereof, as set out in the Complaint, and/or any other trade mark/work containing the above as a part thereof and that it shall not otherwise challenge or object to the use, registration or declaration of ownership pertaining to the said trademarks/works by the Plaintiff.

15. Simultaneously with the execution of these terms with the Defendants, these Defendants nos. 3 and 4 shall pay to the Plaintiff, a sum of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) towards a part of the legal costs incurred by the Plaintiff in filing and prosecuting the present suit,





(29)

vide Demand Draft No. 754541 dated 02-09-2024 drawn on Punjab National Bank.

16. The Parties agree that the Plaintiff's Leave Petition bearing (L) no. 7497 of 2024 in the above matter be allowed by consent and be made absolute in terms of prayer clause (a) thereof.
17. The Parties confirm that they have read and understood and have been explained the contents of the present consent terms and agree to be bound by the same.
18. The Parties agree that the present suit be disposed off against these Defendants in terms of the present consent terms.



Dated this 12 day of ~~September~~ ^{November} 2024

For Marico Limited
Mohit Soni
Legal Executive and
Authorized Signatory
Plaintiff

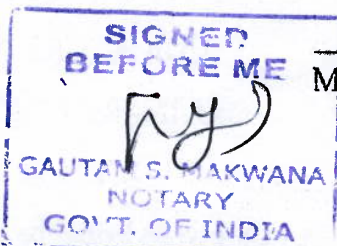
For Plasto Processors,
Mr. Ketu Vinod Shah
Proprietor of Defendant No. 3





2025:BHC-OS:4907

(29)



Mr. Ketu Vinod Shah
Defendant No. 4

K. Thangaraj

12 NOV 2024

Khaitan & Co.

Advocates for the Plaintiff

Anoop Sharma
(ANOOP. SHARMA)

Advocate for the Defendants





2025:BHC-OS:4907

IN THE HIGH COURT OF
JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL
JURISDICTION
IN ITS COMMERCIAL DIVISION
COMIP (L) NO. 7315 OF 2024

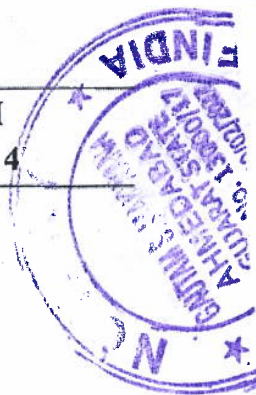
Marico Limited ... Plaintiff

Versus

Zenith Industries & Ors.
... Defendants

CONSENT TERMS WITH
DEFENDANT NOS. 3 AND 4

DATED THIS 12 DAY OF
~~SEPTEMBER~~ 2024
NOVEMBER



Khaitan & Co

Advocates for the Plaintiff

One World Centre, 10th and 13th Floors

841 Senapati Bapat Marg

Mumbai 400 013

Advocate Code No. I-955

O.S. Registration No.8338

E-mail:

litigation.mumbai@khaitanco.com





2025:BHC-OS:4907



ભારત સરકાર



આધાર

ભારતીય વિશિષ્ટ ઓળખાણ પ્રાધિકરણ

ભારત સરકાર

Unique Identification Authority of India
Government of India

નોંધણીની ઓળખ / Enrollment No.: 1093/90032/02452

To
કેતુભાઈ શાહ
Ketubhai Shah
S/O Vinodchandra Shah
2, Shantikunj Apartment 22, Deepkunj Society
Paldi Ahmadabad City
Paldi Ahmadabad
Gujarat 380007
9426372408

2380636



UH023806364IN



તમારો આધાર નંબર / Your Aadhaar No. :

2718 2719 2545

આધાર - સામાન્ય માણસનો અધિકાર



ભારત સરકાર
GOVERNMENT OF INDIA



કેતુભાઈ શાહ
Ketubhai Shah
જન્મનું વર્ષ / Year of Birth : 1963
પુરુષ / Male

2718 2719 2545



આધાર - સામાન્ય માણસનો અધિકાર

KVShah

True Copy
[Signature]
Adv for Def Nos. 344



2025:BHC-OS:4907

~



Certified true copy of the resolutions passed by the Administrative Committee of the Board of Directors of Marico Limited at its meeting held on November 29, 2022.

“RESOLVED THAT:

1. the approval of the Administrative Committee of the Board of Directors (“the Committee”) be and is hereby accorded to Mr. Mohit Soni, Legal Executive of the Company to do the following acts, deeds and things, for and on behalf of the Company:
 - a. to institute suits and other legal proceedings and to make, declare, swear, sign, execute, seal, deliver, file and / or verify any pleadings, affidavits, caveats, declarations, applications, notices, petitions counter-claims, papers, returns, statements, deeds, assurances, instruments, agreements, documents and writings usual necessary or expedient for or in furtherance of one or more suits or other criminal proceedings, existing or proposed to be filed by or against the Company against parties violating the rights of the Company and or its representatives, Directors, Officers, Servants or Agents, as may be necessary in connection with the Company’s business;
 - b. to apply for registration of any Trade mark, Copyright, Patent, Design or any other Intellectual Property on behalf of the Company under the applicable laws for the time being in force in India or any country outside India, and for the said purpose to sign application(s), necessary forms, amendment or any paper or document to receive the Certificate of Registration and to receive, issue and sign declarations, notices, forms, etc. prescribed under the respective Laws and give valid discharge receipt thereof;
 - c. to ask, demand, sue, recover and receive all sums of money, rents, debts, dues, goods, effects and things which now or at any time hereafter become due, owing or payable or belonging to the Company;
 - d. to sign and execute all papers, writings, applications or any other document in respect of registrations, permissions, permits, licenses, approvals, consents, certificates, no-objections etc. required in connection with the business of the Company under any statute whatsoever;
 - e. to make any correction, modification, alteration in the aforesaid application(s), document(s) or copies thereof, as may be required;
 - f. to receive letters, correspondence, records, notices or any deed, document and communication for and on behalf of the Company and to give receipt or acknowledgment for the same, likewise write, send any letter, telegram, correspondence for and on behalf of the Company to any office, Government officer, semi-government, judicial / quasi-judicial authority, local or statutory authority, Reserve Bank of India, Income Tax Authorities, Sales Tax Authorities, Customs & Central Excise Authorities;
 - g. to act and appear on behalf of the Company before any Court, Forum, Officer or Tribunal, any Governmental Authority(ies), whether Central or State, Public body, Municipal or local Authorities or Officers including Customs, Excise, Police or Income-Tax or Sales Tax or any other Tax Officer or Authorities and represent the Company;
 - h. to declare, affirm, sign, execute and verify any petition, affidavit, deed, document, agreement, writing, plaint, written statement, appeal, revision, counter claim execution applications and



applications of all kinds and any other documents and file them in any Court, Forum, Officer, Tribunal or Department;

- i. to appoint any Pleader, Advocate, Attorney or any legal practitioner and advisor, and sign warrants, Vakalatnamas with other necessary authorities;
 - j. to file, prosecute or defend any suit proceedings, case, appeal, petition, complaint, revision or application in any Court, Forum, or Tribunal and to act, appear and give evidence before any Court, Tribunal, Original or Appellate etc.;
 - k. to file and receive back documents, deposit writs issued by any Court or Officer and to accept service of any summons, notice or writ issued by Court(s) or Forum(s), Tribunal(s) or Government Department(s) against the Company;
 - l. to apply to any Court or Officer for:
 - i. obtaining certified copies of decrees, orders, documents and papers;
 - ii. execution of decree and to take delivery of possession of property in execution of any decree;
 - iii. inspection of judicial records; and
 - m. to do all other acts, deeds and things required in connection with the discharge of the above powers or incidental thereto;
2. the exercise of all the above powers shall be subject to the adherence of the Company's policies & processes and such internal approvals as may be prescribed therein;
 3. this resolution shall remain in full force and effect until otherwise amended or rescinded by the Committee or the Board of Directors or until Mr. Soni ceases to be associated with the Company or his role changes, whichever is earlier; and
 4. a copy of this resolution duly certified as true by any Key Managerial Personnel or the Assistant Company Secretary of the Company be furnished to the concerned persons."

For Marico Limited

BONY
PRASHANT RAI

Digitally signed by
BONY PRASHANT RAI
Date: 2022.12.20
15:31:43 +05'30'

Bony Rai
Assistant Company Secretary

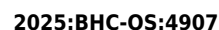
Issued on: December 20, 2022
CTC No.: 1824/Admin/O

Marico Limited
Regd Office:
7th Floor
Grande Palladium
175, CST Road, Kalina
Santacruz (E)
Mumbai 400 098, India
Tel: (91-22) 6648 0480
Fax: (91-22) 2660 0159
www.marico.com



2025:BHC-OS:4907







2025:BHC-OS:4907

IN THE HIGH COURT OF
JUDICATURE AT BOMBAY
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COMIP (L) NO. 7315 OF 2024

Marico Limited ... Plaintiff

Versus

Zenith Industries & Ors.
...Defendants

**CONSENT TERMS WITH
DEFENDANT NOS. 3 AND 4**

DATED THIS 12 DAY OF
~~SEPTEMBER~~ 2024
NOVEMBER

Khaitan & Co
Advocates for the Plaintiff
One World Centre, 10th and 13th Floors
841 Senapati Bapat Marg
Mumbai 400 013
Advocate Code No. I-955
O.S. Registration No.8338
E-mail:
litigation.mumbai@khaitanco.com
