



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

**INTERIM APPLICATION (L) NO. 5602 OF 2026**  
**IN**  
**COMMERCIAL IP SUIT (L) NO. 4928 OF 2026**

Harukado Co Ltd And Anr.

...Applicants/  
Plaintiffs

**Versus**

Gautam Sanjay Mane And Ors.

...Defendants

*Mr. Rashmin Khandekar a/w Mr. Ameet Naik, Ms. Madhu Gadodia, Ms. Aayush Tainwala, Ms. Vinayika Shahi, Ms. Jasmeet Kaur, Ms. Fatima Ali i/b Naik Naik & Co., for the Plaintiff.*

*Mr. Sharma (through VC), for the Defendant No. 4.*

*Mr. Thomas George a/w Ms. Neeti Nihal i/b Sairkishna & Associates, for the Defendant No. 6.*

*Ms. Bargavi Baradwaj i/b Saikrishna & Associates, for the Defendant No. 7.*

*Mr. Prateek Pansare a/w Ms. Laleh Pandole i/b Vashi & Vashi, for the Defendant No. 8.*

*Ms. Anshul Kochar i/b VJ Juris, for the Defendant No. 10 and 11.*

*Mr. Ronak Shah (through VC), for the Defendant No. 14.*

**CORAM : SHARMILA U. DESHMUKH, J.**

**DATE : May 07, 2026**

**P. C. :**

1. By the order of 29<sup>th</sup> April, 2026, this Court had granted interim relief in terms of prayer clause (a) against Defendant Nos. 4, 8, 10, 11, 12 and 14. It was pointed out that the Defendant No. 8 has stated in his affidavit-in-reply that he is not importing the products after the year

2021 as well as the statements on behalf of the Defendant Nos. 10 , 12 and 14 that they do not intend to deal with the infringing products.

2. Mr. Khandekar, learned counsel for the Plaintiff would seek interim relief in terms of prayer clause (a) against the other Defendants i.e. Defendant Nos. 1, 2, 3, 9,13 and 15. He submits that Defendant Nos. 1 to 3, 13 and 15 are retailers who are selling the products online, Defendant No. 5 is John Doe and Defendant No. 9 is an importer of the goods.

3. He submits that the Plaintiff No. 1 is the owner of the product which is car perfume marketed under the trademark "CARALL" and Plaintiff No. 2 was authorized by Plaintiff No. 1 to sell the product in India. He submits that there is no authorization given for online sales and it was found that there was sale of the products on various e-commerce platforms which led to the filing of the suit. He would submit that except Defendant Nos. 1, 2, 3, 9, 13 and 15, the other Defendants had agreed not to trade in the infringing goods. He submits that in so far as the Defendant No. 9 is concerned, the Plaintiff had discovered on the basis of export import trade data that the products have been imported in India by Defendant No. 9. He submits that the Plaintiff's in view of the arrangement entered into by the Plaintiff No. 1 and Plaintiff No. 2 have reason to believe that the imports are through unauthorized channel and considering the

decreased prices of the products imported which are lower than the official price list, the imported goods are either counterfeit or have passed the expiry date or are otherwise not genuine, and in any other case appears to be an evasion of the custom duty and GST rendering the imports illegal.

4. Though served, none appears on behalf of the Defendant No. 1, 2, 3, 9,13 and 15. There is no oppositions to the submissions of Mr. Khandekar that there is no authorization for the purpose of online sale by the Plaintiff No. 1, who is the owner of the said trademark "CARALL". There is no reply filed in order to contend that there was genuine import or purchase of authentic products from Plaintiff No. 1 or any authorization was given to the retailers or the importers to sell the product on behalf of Plaintiff No. 1. There is no material on the basis of which it can be contended that the products are genuine products. Considering that the above said Defendants have chosen not to cause any appearance lends credence to the Plaintiff's case that these products may not be genuine products or have been imported in the country by evading custom duty and GST. In any event, there is not authorization by Plaintiff No. 1 for any online sales or any authority given to the aforesaid Defendants for sale of its products in India which constitutes unauthorized use and consequent infringement of the copyright.

5. In light of the above, interim relief is granted in terms of prayer clause (a) against Defendant Nos. 1, 2, 3, 5, 9, 13 and 15.
6. Interim Application is allowed in the above terms.

**[SHARMILA U. DESHMUKH, J.]**