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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION (L) NO.12425 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 11510 OF 2026

Energy Beverages Pvt. Ltd.

...Applicant/ Plaintiff

V/s.

Sabran Enterprises & Ors.

...Defendants

Mr. Atmaram Patade a/w Mr. Shraddha Patil, Mr. Rahul R. Dubey
and Ms. Ayesha Ahmed for the Applicant/Plaintiff.

CORAM : MADHAV J. JAMDAR, J.

DATED : 3 SEPTEMBER 2026

P. C. :-

1. Heard Mr. Patade, learned counsel appearing for the Plaintiff/Applicant.

2. A learned Single Judge by an order dated 28 April 2026 has already granted ex parte ad-interim relief in terms of prayer clauses (a), (c), (d) and (e). The said order dated 28 April 2026 reads as under :-

“

1. This is an action for infringement of trade mark, copyright and passing-off.

2. Mr. Patade would seek to move without notice for reasons which are set out in paragraph nos. 61 and 62 of the plaint. I

am convinced that the object of grant of injunction would be defeated by delay for the reasons set out in paragraph nos. 61 and 62 of the plaint. At this stage, Mr. Patade would confine his relief only in respect of infringement of copyright as leave under clause XIV of Letters Patent (Bombay) has not yet been obtained.

3. He submits that the Plaintiff is engaged in the business of manufacturing and marketing of packaged drinking water. He submits that the Plaintiff secured registration of the device mark and word of "CLEAR" and points out the registration certificates on record. He submits that the artwork of "CLEAR" label mark was designed in-house and Plaintiff is the owner of the copyright. He points out the copyright registration obtained by the Plaintiff. He would further submit that the Plaintiff's product is marketed in unique and distinctive bottle and the Plaintiff has obtained registration in respect of shape of the bottle. He submits that on 13th March, 2026, the Plaintiff's investigator came across the impugned product bearing the infringing mark depicted in pirated artwork. He submits that the Plaintiff conducted a search in the Trade Marks Registry which disclosed that an application has been filed for registration of device mark of "CLEAR AQUA IND" by some third-party and not by the Defendants. He submits that the application is on proposed to be used basis and still not advertised. He submits that Defendants are marketing an identical product in pirated artwork which is required to be restrained. He submits that

the intent appears to be to encash upon goodwill and reputation earned by the Plaintiff in respect of its registered trademark.

4. I have considered the submissions and perused the record.

5. The rival products were produced physically for comparison of this Court and are reproduced hereinbelow for comparison:

Plaintiff's mark/product/shape:	Defendants' impugned labels/product/shape:
CLEAR	CLEAR / CLEAR AQUA IND
	



6. *Prima facie* upon perusal of rival products, it is evident that the impugned products are counterfeit products. The Defendants have suffixed the word “AQUA IND” to Plaintiff’s mark which words are depicted in negligible font and prominence is given to the word “CLEAR”. The impugned product is marketed in identical bottle shape, in which the Plaintiff holds registration. The impugned mark is depicted in identical label mark in identical colour scheme with identical placement of features and is likely to cause confusion. The Plaintiff’s subsisting right in the wordmark/label mark/artwork/bottle shape is *prima facie* demonstrated from the registrations which have been placed

on record. *Prima facie* comparison of the rival products would indicate violation of the Plaintiff's statutory rights which is required to be restrained. There are sufficient disclosures insofar as Defendants are concerned. The Defendants have not secured registrations of the impugned marks/label/artwork and there is no probable defence available to the Defendants.

7. In view thereof, ad-interim relief is granted in terms of prayer clauses (a), (c), (d) and (e) of the Interim Application, which read as under:

“(a) pending hearing and final disposal of the suit, that the Defendants by themselves, their servants, agents, directors, partners, proprietors, employees, dealers, distributors, exporters, manufacturers, marketers, stockists, and/or successors in title, affiliates and/or assigns and all persons acting for and on their behalf be restrained by a temporary order and injunction of this Hon'ble Court from using the mark “CLEAR/CLEAR AQUA IND” (Exhibit L) and/or any other mark identical and/or deceptively similar to various “CLEAR” marks in any manner whatsoever so as to infringe the Plaintiff's registered “CLEAR” marks bearing nos. 3592241, 5109266, 2758197, 2339179, 3967994, 4611530 and 5808953 (Exhibit A to A6 & B to B6) and/or dilute and/or take unfair advantage and/or debase the distinctive character or repute of the Plaintiff's registered trademarks.

(c) pending hearing and final disposal of the suit, that the Defendants by themselves, their servants, agents, directors, partners, proprietors, employees, dealers, distributors, exporters, manufacturers, marketers, stockists and/or successors in title, affiliates and/or assigns and all persons acting for and on their behalf be restrained by a temporary order and injunction of this Hon'ble Court from using the impugned device marks/label "CLEAR/CLEAR AQUA IND" (Exhibit L) and/or any other device marks and/or label identical and/or deceptively similar to the Plaintiff's artistic works set out at Exhibit C & C1 so as to infringe Plaintiff's copyright therein;

(d) pending hearing and final disposal of the suit, that the Defendants by themselves, their servants, agents, directors, partners, proprietors, employees, dealers, distributors, exporters, manufacturers, marketers, stockists and/or successors in title, affiliates and/or assigns and all persons acting for and on their behalf be restrained by a temporary order and injunction of this Hon'ble Court from using the shape of the impugned bottle (Exhibit L) and/or any other shape identical and/or deceptively similar to the shape of the Plaintiff's bottle (set out at Exhibit B7 & B8) so as to infringe the Plaintiff's shape of the bottle therein;

(e) pending hearing and final disposal of the suit, an

order and direction that the Hon'ble Court Receiver, Mumbai or any such other fit and proper person as this Hon'ble Court thinks fit be appointed as Receiver with all powers under Order XL, Rule 1 and Order XXXIX, Rule 7 of the Civil Procedure Code, 1908 to attend at and/or enter at any time of the day or night (even on Sundays and Public Holidays) either by force or by breaking open the lock or by removing the obstruction or barrier or otherwise howsoever into the Defendants' premises and/or factories and/or anywhere and also at the premises of the Defendants' stockists, agents, dealers, manufacturers and also those places where the impugned products under the impugned mark are stocked, manufactured and/or packed and/or stored and/or sold, with the help of police to make inventories and to take possession, custody and control of all impugned products and all other records and books of accounts pertaining thereto and all other necessary material.”

8. The Court Receiver, High Court of Bombay is appointed with the following powers and directions, viz.:

- (a) All powers under Order XL Rule 1 and Order XXXIX Rule 7 of the Code of Civil Procedure, 1908 except the power of sale.
- (b) A direction to visit and search all premises of defendants, forcibly breaking open locks if necessary; and also where necessary, with police assistance.

(c) A direction to seize and seal in the Defendants' premises all the offending material, including, cartons, dyes, moulds, printing equipment and other material of all description that carry the impugned mark or label.

(d) A direction to make an inventory of all the material, equipment, etc.

9. For the effective, expeditious and practical implementation of this order, there is need of appointment of Additional Special Receiver since the Defendants are located at Karnataka.

(a) The Advocate for Plaintiff has given the name of Advocate who can be appointed as an Additional Special Court Receiver to assist the Court Receiver attached to this Court.

(b) Advocates Vishal Tambe, Suhas Deokar and Shreyas Mehta are appointed as Additional Special Receiver to execute this order. The contact details of Additional Special Receiver are as under:

Name : Vishal Tambe

Enrollment No. : MAH/7515/2018.

Name : Suhas Deokar

Enrollment No. : MAH/6205/2007.

Name : Shreyas Mehta

Enrollment No. : MAH/3894/2005.

(c) The fees of Additional Special Receiver for executing this commission is fixed at Rs.35,000/- each per day or part thereof. These fees will be paid by the Plaintiff in the first instance, but the

Plaintiff is at liberty to seek these costs at the final hearing of suit.

(d) It is clarified that the Court Receiver, High Court of Bombay also stands appointed and that the appointment of Advocates Vishal Tambe, Shreyas Mehta and Suhas Deokar are only for convenience.

(e) The Additional Special Receivers will submit its report by email to the office of Court Receiver, High Court of Bombay at its email id : crevr-bhc@nic.in.

(f) Execution and implementation of the order:

(i) The Additional Special Receivers are empowered and authorized, acting on true copy of this order, to take the assistance of the local police authorities in the execution of this commission.

(ii) The concerned police authorities are directed to act on production of a copy of this order.

(iii) The Court Receiver will issue the necessary letters of authority to enable the local police to act.

(iv) The Additional Special Receivers are directed to seize and seal all infringing goods bearing the impugned trade mark/label and make inventory of such seized goods.

(v) The Additional Special Receiver may, if necessary, break open any locks with the assistance of police.

(vi) The Additional Special Receiver may visit each of the locations of the Defendants and any other additional addresses of the Defendants as may be pointed out by the Plaintiff's representative and to seize and seal all infringing products of the Defendants.

(vii) These products will be retained in the Defendant's premises for the present.

10. In the facts and circumstances of the case, the Court Receiver, High Court of Bombay will not insist upon the production of hard copy of this order, but will act on production of a true copy of this order.

11. This order is not to be uploaded until the Court Receiver, High Court of Bombay and the Additional Special Receiver execute their commission as above.

12. The plaintiff will comply with the provisions of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 within 14 days of the Court Receiver and Additional Special Receiver completing/executing their commission as directed by this order.

13. The Advocates for the Plaintiff will lodge a copy of this order with the office of the Court Receiver within seven days of such copy being made available. Upon the same being lodged with the Court Receiver, compliance with Rule 596 of the Bombay High Court (Original Side) Rules, 1980 is dispensed with.

14. Liberty to the Defendants to apply for variation, modification or recall of this order after at least 7 clear working days' notice to the advocate of the plaintiff.

15. All concerned to act upon copy of this order signed by the Personal Assistant of this Court.

16.The Additional Special Receiver will submit his report by email to the office of Court Receiver, High Court of Bombay by **8th June, 2026**.

17.The Court Receiver, High Court of Bombay will submit a report to the Court on or before **16th June, 2026**.

18.List the above Interim Application along with Clause XIV Leave Petition on **18th June, 2026**.

19.This order will continue until **18th June, 2026**.”

3. Thereafter, this Court by an order dated 7 August 2026, after noticing that affidavit of service of the Defendants have been filed and although Defendants have been served, none appears for the Defendants, granted the leave petition and directed the Defendants to file affidavit-in-reply to the Interim Application within a period of three weeks. However, till date, no reply has been filed to the Interim Application.

4. Thus, in spite of service on the Defendants, none appears on behalf of the Defendants. Although opportunity has been given to the Defendants to file an affidavit-in-reply, the same has also not been filed. Thus, the contentions raised in the Interim Application have remained uncontroverted.

5. Accordingly, the Interim Application is allowed in terms of prayer clauses (a) to (e).

[MADHAV J. JAMDAR, J.]