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

SUIT NO. 491 OF 2013

WITH NOTICE OF NOTION NO. 1029 OF 2013

Bajaj Auto Limited and Anr. versus

JA Entertainment Private

JA Entertainment Priva Limited and Anr. **Plaintiffs**

Defendants

Mr. Amit Jamsandekar, i/b. M/s. Dhru and Co., for the Plaintiffs. Mr. Sanjiv Punalekar, i/b. M/s. PDS Legal, for the Defendants.

CORAM :- S.J.KATHAWALLA, J. DATED :- SEPTEMBER 21, 2013

P.C. :-

Heard the learned Advocate for the parties. By consent of

the learned Advocate appearing for the parties, following order is

passed:

- (i) The Suit is decreed in terms of prayer clauses (a) and (b), which reads thus:
- "(a) a permanent injunction restraining the Defendants, their men, servants, agents, successors-in-business, assigns, representatives or any person claiming through or under them from in any manner infringing the Plaintiffs registered trademark BAJAJ enlisted in Exhibit A hereto by using the title HAMARA BAJAJ as the title and/or by the use of the mark BAJAJ and HAMARA BAJAJ in the contents of the proposed film or else wherein respect of the proposed cinematographic movie production or in any other manner whatsoever;

- (b) a permanent injunction restraining the Defendants, their men, servants, agents successors-in-business, assigns, representatives or any person claiming through or under them from in any manner passing off or enabling others to pass of their proposed cinematographic movie production by using the title HAMARA BAJAJ which is identical to the Plaintiff's mark HAMARA BAJAJ and which is deceptively similar to the trade mark BAJAJ or in any other manner whatsoever;"
- (ii) In view of the Defendants' submitting to a Decree as above, the Plaintiffs are not pressing for any costs or damages. The Suit is accordingly disposed of. Notice of Motion also stands disposed of.
- (iii) Refund of Court fees, if any, as per rules.

(S.J.KATHAWALLA, J.)