

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

COMMERCIAL IP SUIT (L) NO. 14751 OF 2026

Reliance Industries Limited
(through its Media and Entertainment Division,
Jio Studios) ...Org.Plaintiff

Versus

Masterchow Foods Private Limited & Ors. ...Defendants

WITH
INTERIM APPLICATION (L) NO.14754 OF 2026
IN
COMMERCIAL IP SUIT (L) NO. 14751 OF 2026

Reliance Industries Limited
(through its Media and Entertainment Division,
Jio Studios) ...Applicant

IN THE MATTER BETWEEN :

Reliance Industries Limited
(through its Media and Entertainment Division,
Jio Studios) ...Org.Plaintiff

Versus

Masterchow Foods Private Limited & Ors. ...Defendants

Mr. Rashmin Khandekar a/w Mr. Ameet Naik, Ms. Madhu Gadodia, Mr. Aman Saraf, Ms. Unnati Gambani, Ms. Vinayika Shahi i/b Anand And Naik Company for the Applicant/Plaintiff

Mr. Rohan Savant a/w Mr. Aagam Mehta, Ms. Priyanka Desai and Mr. Abhishek Kamble i/b The Fort Circle for the Defendant No.1

Mr. Parag K. a/w Ms. Anaheeta V., Ms. Pratyusha D. i/b DSK Legal for the Defendant No.2

CORAM : SHARMILA U. DESHMUKH, J.

DATE : MAY 4, 2026

P. C. :

1. This Court is informed that the dispute has been amicably settled between the Plaintiff and the Defendant No.1. Defendant No.2 is a proforma Defendant and Defendant No.3 is John Doe. The subject matter of the infringement was an advertisement which was produced/created by the Defendant No.1 using a character from the film which was produced by the Plaintiff along with behind-the-scenes snippets which according to the Plaintiff amounted to violation of copyright insofar as the subject character was concerned. Subsequently, the Plaintiff and Defendant No.1 entered into settlement.

2. As per the Consent Terms, the Defendant No.1 has agreed that it shall not, without the written approval of the Plaintiff, use/utilize or exploit in any manner whatsoever, the film/portions of the film/any underlying works of the film in any manner whatsoever and acknowledges that the Plaintiff and the Defendant No.2 are the co-owners of all the intellectual property rights in the film, including the visual depiction of the character. As per the Consent Terms, license has been granted by the Plaintiff to the Defendant No.1 to utilize the character in the advertisement till 7th May 2026.

3. The Consent Terms are tendered which are taken on record and marked `X' for identification. The Consent Terms are signed by the authorized signatory of the Plaintiff and Defendant No.1. The authorized representative of Defendant No.1 is present in Court and reiterates the terms of the Consent Terms. Annexure-A of the Consent Terms sets out the parties with whom the advertisement/BTS video was shared by the Defendant No.1.

4. It is agreed by the parties that the consideration for the license till 7th May 2026 has been paid over and received by the Plaintiff.

5. The Suit is decreed in terms of the Consent Terms *qua* the Defendant No.1.

6. Mr. Khandekar would point out that the advertisement which was first published by the Defendant No.1 has been thereafter re-posted/re-shared and further disseminated by various unknown third parties across multiple social media platforms. He has taken this Court through the links and the screenshots which are a reproduction of the said advertisement appended at Exhibit `U' of the plaint. He submits that in view thereof the relief in terms of prayer clause (e) be granted against John Doe.

7. By the Consent Terms which are entered into between the parties, the Defendant No.1 who has created/produced the advertisement has acknowledged the rights of the Plaintiff to the

character which was used for the purpose of creating the advertisement and has acknowledged that the copyright subsists in favour of the Plaintiff. Mr. Khandekar would seek an order against the Defendant No.3, which is John Doe, to ensure that the advertisements which thereafter have been reproduced/re-shared/uploaded on various platforms be removed/ disabled. As the advertisement was created by the Defendant No.1, who has now entered into Consent Terms with the Plaintiff, further dissemination of the advertisement is required to be restrained.

8. In view thereof, as the Suit is being disposed of between the parties, the Defendant No.3 is directed to de-list/ remove/ delete/ destroy/ disable access to the advertisement/BTS video which had been published by the Defendant No.1. The Plaintiff to notify the intermediaries of the concerned links on which the impugned advertisements are visible, who shall take steps to disable access to such links.

9. The Suit stands disposed of in terms of the Consent Terms and in terms of the relief granted against John Doe. Refund of Court fees as per rules.

10. The Interim Application does not survive for consideration and stands disposed of.

[SHARMILA U. DESHMUKH, J.]