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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 28/2026**

FRITZ EGGER GMBH AND CO OG

.....Plaintiff

Through: Mr. Harsh Kaushik, Mr. Sachin Akhoury, Ms. Ruchi Singh and Ms. Paramita Nandy Gupta, Advocates.

versus

NIPPONPLY INDUSTRIES PVT LTD

.....Defendant

Through:

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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14.01.2026

I.A. 851/2026 (Exemption from filing pre-institution mediation)

1. This is an application filed by the plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015 (*'CC Act'*).
2. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Keerthi*, (2024) 5 SCC 815, exemption from the requirement of pre-institution mediation is granted.
3. The Application stands disposed of.

I.A. 852/2026 (Exemption from translated copies of documents)

4. This is an application filed under Section 151 of the Code of Civil Procedure, 1908 (*'CPC'*) seeking exemption from filing the translated copies of the documents in a foreign language.



5. The translated copies of the documents in a language other than English be filed within two weeks’.

6. The application stands disposed of.

I.A. 853/2026 (Additional Documents)

7. The present Application has been filed on behalf of the plaintiff under Order XI Rule 1(4) of the CPC as applicable to the CC Act seeking leave to place on record additional documents.

8. The plaintiff is permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

9. Accordingly, the Application stands disposed of.

I.A. 854/2026 (Exemption from serving advance notice to defendant)

10. This is an application filed by the plaintiff under Section 151 of the CPC, seeking exemption from advance service to the Defendant.

11. Mr. Harsh Kaushik, learned Counsel for the plaintiff submitted that there is a real and imminent likelihood that the defendant may take immediate steps to dispose of, conceal or suppress its infringing business operations and digital footprints bearing the deceptively similar TradeMark.

12. In view of the fact that the plaintiff has sought an urgent *ex-parte ad-interim* injunction along with the appointment of the Local Commissioner, the exemption from advance service to the defendant is granted.

13. The Application is disposed of.

I.A. 850/2026 (Interim Injunction)

14. This is an application filed on behalf of the plaintiff under Order XXXIX Rules 1 and 2 of CPC seeking *ad-interim* injunction against the defendant.

15. The plaintiff claims to be a leading and globally well known manufacturer of wood-based products incorporated in 1961 as a private



company under the laws of Austria. It claims to manufacture a wide range of wood-based products such as decorative faced boards, lacquered boards, laminates, worktops, etc., for use and application in furniture/interior design under the trademarks “EGGER” and “E EGGER”.

16. The plaintiff claims that the trademarks are adopted from the family name/surname of its Founder and Chairman, Mr. Fritz Egger. It is asserted that the trademark “EGGER” is also used as the plaintiff’s house mark, formative mark, corporate/trade name and website domain name. It asserts that the mark “EGGER” is its leading, essential and dominant feature.

17. Plaintiff claims to have expanded its business operations globally over the past 64 years, and 23 years in India since 2002. It also claims to have established a strong and extensive network of exclusive distributors and buyers of its goods across India. The sales and promotions are also conducted through its official website www.egger.com, which is accessible pan-India. On account of such long standing continuous and commercial use, the plaintiff claims its trademarks (i) have acquired distinctiveness and are statutory registered; (ii) enjoy substantial goodwill and reputation; and (iii) have become a well known trademark.

18. The sales turnover in India and in Europe is enumerated in para 10 of the plaint and is extracted hereunder:-

“The Plaintiff’s sales turnover for the Plaintiff’s goods bearing the Plaintiff’s trade marks in India including the territory of Delhi between the years 2023 and 2025 was EUR 5,041,210/- or INR 52,13,31,690/-.”

Year	Sales figures for India including the territory of Delhi in EUR or INR (up to the date of the certificate)
2023	EUR 2,237,456/- or INR 23,13,84,274/-
2024	EUR 1,872,229/- or INR 19,36,14,689/-
2025	EUR 931,525/- or INR 9,63,32,726/-

An internal auditor’s certificate and sample invoices are filed in support



thereof. It claims to have earned international recognition and is the recipient of many awards including “*EcoVadis Gold Medal for the year 2025*” amongst the top 5% companies worldwide.

19. The registrations of the trademarks “EGGER” and “E EGGER” in India are enumerated hereunder:-

Sr. No.	Application Date	Registration No.	Trade Marks & Class	Renewed and Valid upto
1.	19.04.2007	1551277	EGGER Class 19 Building materials (non-metallic); laminated or non-laminated chip boards and wood fibre boards; laminate floors; compound layer boards; wooden construction components etc.	19.04.2027
2.	01.09.2014	2801484	E EGGER Class 17 Plastic laminated semi-manufactured goods; goods made from plastic material.	01.09.2034
3.	01.09.2014	2801484	E EGGER Class 19 Building materials (non-metallic); laminated chipboard/wood fibre panels; wood construction elements; laminate floors etc.	01.09.2034



4.	01.09.2014	2801484	E EGGER Class 20 Furniture and furniture elements made of chipboards/wood fibre boards including working surfaces, window sills, fronts and edge elements.	01.09.2034
5.	01.09.2014	2801484	E EGGER Class 27 Floor coverings and wall hangings (non-textile); underlying mats for laminate floors.	01.09.2034

It also claims to have registered its trademark in several foreign jurisdictions like, Japan, USA, Canada, Iran, Thailand, Argentina and UK, etc.

20. The plaintiff claims that the defendant has dishonestly adopted and is making unlawful and unauthorized use of the infringing marks “IGGER” and its cognates in respect of the identical and/or similar goods manufactured by the plaintiff which constitute infringement. Plaintiff claims that its trademarks are neither descriptive nor generic but derived from the family name. The plaintiff alleges that the defendant’s adoption of the impugned mark, which is textually, visually, phonetically and structurally similar to the plaintiff’s mark “EGGER” establishes dishonesty. The deceptive similarity between the trademark of the plaintiff and the infringing mark of the defendant is clearer from the table hereunder:-

Plaintiff’s Trademarks	Defendant’s infringing mark
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21. It is claimed that on 18.08.2025 the plaintiff was informed that the defendant was making unlawful and unauthorized use of the infringing marks for sales throughout India including Delhi. The plaintiff also discovered that the defendant was intending to participate in an exhibition called “Matecia, 2025” scheduled to be held on 21.08.2025 and 24.08.2025 at Yashoboomi, India International Convention and Exposition Centre, Dwarka, Delhi. Upon such knowledge, the plaintiff issued a cease and desist notice dated 20.08.2025. It is claimed that the defendant never responded to the said notice however, proceeded to promote and display the infringing goods at the exhibition in Delhi. The defendant is alleged to offer for sale the infringing goods through its official website www.nipponhome.in apart from being accessible on social media accounts like facebook, instagram, linkedin etc.

22. *Vide* application No. 6868653 dated 20.08.2025 defendants dishonestly applied for registration of the infringing mark “IGGER” before the Trademarks Registry at Ahmedabad.

23. The plaintiff through one Mr. Bajender Yadav claims to have placed an order, pursuant where to, the defendant is alleged to have agreed to sell and deliver the infringing goods in Delhi. The plaintiff claims that the proforma invoice No. PI-1095 dated 07.09.2025 was also raised by the defendant.



24. On the aforesaid conspectus, plaintiff claims that the defendant's infringing marks are textually, visually, phonetically and structurally identical or deceptively similar to the plaintiff's trademark. Plaintiff claims that despite issuance of cease and desist notice, the defendant continues to infringe its registered trademark. Plaintiff also claims that the parties are in the same trade and business, and as such the consumer base is also common. Predicated thereon, the plaintiff claims that an unwary consumer of average intelligence and imperfect recollection is bound to get deceived or confused while purchasing infringing goods of the infringing marks of the defendant as that of the plaintiff. Thus, the plaintiff seeks an *ex-parte ad-interim* injunction.

25. Having heard learned counsel for the plaintiff, and after perusing the plaint, and the documents annexed thereto, it appears that *prima facie* the acts of infringement by the defendant are evident. Undoubtedly, not only the parties to the *lis* are in the same or identical trade and business but also have a common or identical consumer base. In the Indian context and having regard to the products manufactured by the parties, an unwary consumer is likely to be deceived or be confused between the products of the plaintiff and those of the defendant. The marks of the defendant *prima facie* appear to be deceptively similar. In such circumstances, the plaintiff would be entitled to an *ex-parte ad-interim* injunction. Having regard to the fact that the plaintiff's trademark "EGGER" and "E EGGER" are registered in India and have been in use for a long time, the balance of convenience is titled in favour of the plaintiff. Moreover, the loss and injury which is likely to be suffered by the plaintiff may not appropriately be compensated in monetary terms having regard to its goodwill and reputation in the market.

26. Accordingly, the following directions are passed:

- a. The defendant and all persons acting for or on her behalf are restrained from using the plaintiff's trade marks, "IGGER" and its cognates or



doing any other act, amounting to an infringement of the plaintiff's registered trade marks till the pendency of the present suit.

- b. The defendant and all persons acting for or on her behalf are restrained from using the plaintiff's trade marks, "IGGER" and its cognates or doing any other act, amounting to passing off the defendant's services as those of the plaintiff, in any manner, in relation to any goods and/or services or as part of any corporate/trading name, domain name or social media handle, till the pendency of the present suit;

27. Issue notice.

28. Let a reply to this application be filed by the defendant within four weeks from the date of service. Rejoinder, thereto, if any, be filed within two weeks thereafter.

29. The compliance of Order XXXIX Rule 3 of the CPC be done within two weeks.

30. This Court also finds that instead of filing a separate application under Order XXVI Rule 9 read with Order XXXIX Rule 7 of the CPC for appointment of the Local Commissioner, such prayer is encapsulated in the prayer clause of the application seeking interim injunction. Having regard to the facts as obtaining in the present suit as also the nature of *ex-parte ad-interim* injunction sought, it is deemed appropriate in the interest of justice to appoint a Local Commissioner. Accordingly, the following are appointed as Local Commissioners with a direction to visit the premises of the defendant specified against their name:-

S.No.	Name and contact details of Local Commissioner	Location



1	Ashok Kumar Ph: 8178802330	B-101, Survey No. 835/173, Westgate, Near YMCA Club, S.G. Highway, Makarba, Ahmedabad – 380015, Gujarat
2	Sharavena Raghul ASR Ph: 9650927379	Nr. Swati Switchgear, Ahead Ramdev Masala, Sanathal-Bavla Road, Moraiya, Changodar, Ahmedabad – 382213, Gujarat Email ID: info@nipponply.com

31. The Commission be executed with the following directions:-

- i. Local Commissioners shall visit the premises of the defendant as outlined above to inspect and seize any infringing product of the defendant, and may be accompanied by representatives of the plaintiff in order to assist in conducting inspection of the said premises.
- ii. Local Commissioners shall make an inventory of the products bearing the impugned trade dress/packaging and/or any other deceptively similar trade dress/packaging to the plaintiff's packaging along with any marketing/packaging material, labels, brochures, advertisements, etc. thereof and provide a copy of the same to the representative of the plaintiff;
- iii. If knowledge is acquired of any other premises than the aforesaid premises, where the infringing product could be stored or services can be provided from, the Local Commissioners are free to record the same and then visit the other premises and conduct a seizure there as well;



iv. Local Commissioners are permitted to take photographs/videos of the impugned material, products bearing the impugned packaging, and the defendants' premises so visited;

v. Local Commissioners shall seize any and all products/materials, stationery, goods, books of accounts etc., bearing the impugned trade dress/ packaging, procured at the premises of the defendant and release it on *superdari* to the representative of the defendant, with an undertaking that they will not be disposed of except under orders of this Court;

vi. Local Commissioners shall inspect and make copies of the account books/ledgers/case books, bill books and all other relevant documents (whether maintained as physical copies or e-records) discovered from the premises mentioned herein above;

vii. Local Commissioners are also permitted to break open the locks in case of resistance by the defendant and seek police assistance, if necessary;

viii. To ensure unhindered and effective execution of the Commission, the Station House Officer (SHO) of the local police station within whose jurisdiction the premises of defendant lie, is directed to render all necessary assistance and protection to the Local Commissioners, if and when sought;

ix. The Local Commissioners, while executing the Commission, shall ensure that there is no disruption to the business of the defendant, except for the purposes of the execution of the Commission. The Commission shall be executed in a peaceful



manner.

32. The Commission be executed within a period of ten (10) days from today and the report of the Local Commissioners shall be filed within a period of two weeks thereafter.

33. The fees of the Local Commissioner is fixed at Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) each, excluding out of pocket expenses, travel, lodging etc., to be borne by the plaintiff and paid in advance to the Local Commissioners.

34. Compliance of Order XXXIX Rule 3 of CPC shall be done within two weeks after the execution of the Commission.

35. It is directed that this Order shall be uploaded on the Court's website after the execution of the Commission is completed, to enable effective execution thereof.

36. Concerned parties shall comply with the directions in the order without waiting for the certified copy of the same.

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37. In the above circumstances, let the plaint be registered as a suit

38. Upon filing of the process fee within a week, issue summons of the suit to the defendant through all permissible modes.

39. The summons shall state that the Written Statement shall be filed by the defendant within 30 days from the date of the receipt of summons. Alongwith the Written Statement, the defendant shall also file an Affidavit of Admission/Denial of the documents of the plaintiff, without which the Written Statement shall not be taken on record.

40. Liberty is granted to the plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the plaintiff, an Affidavit of Admission/Denial of the documents of



the defendant be filed by the plaintiff, without which the Replication shall not be taken on record.

41. In case any party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

42. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

43. List before the Joint Registrar on 06.03.2026 for completion of service and pleadings.

44. List before Court on 26.05.2026.

TUSHAR RAO GEDELA, J

JANUARY 14, 2026/aj/rl