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

+ CS(COMM) 222/2025, I.A. 6482/2025, I.A. 6483/2025, I.A. 6484/2025, I.A. 6485/2025, I.A. 6486/2025, I.A. 6487/2025 & I.A. 6488/2025

X

.....Plaintiff

Through: Mr. Kunal Khanna, Mr. Krtin Bhasin,
Mr. Krishna Kumar Shukla, Mr.
Madhav Anand, Mr. Yashveer Singh
and Mr. Udit Sharma, Advs.
M: 9999757185

versus

Y

.....Defendant

Through: None

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

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11.03.2025

I.A. 6486/2025 (Exemption from filing original, dim/dark/illegible, certified, clearer and translated copies of documents with left side margins and electronic documents, etc.)

1. The present is an application under Section 151 of the Code of Civil Procedure, 1908 ("CPC"), on behalf of the plaintiff, seeking exemption from filing original, dim/dark/illegible, certified, clearer and translated copies of documents with left side margins and electronic documents, etc.
2. Exemption is granted, subject to all just exceptions.
3. Plaintiff shall file original, dim/dark/illegible, certified, clearer and translated copies of documents with left side margins and electronic documents, etc., on which the plaintiff may seek to place reliance, before the



next date of hearing.

4. Accordingly, the present application is disposed of.

I.A. 6484/2025 (Exemption from undergoing Pre-Institution Mediation)

5. The present is an application under Section 12A of the Commercial Courts Act, 2015, seeking exemption from undergoing Pre-Institution Mediation.

6. Having regard to the facts of the present case and in the light of the judgment of Supreme Court in the case of *Yamini Manohar Versus T.K.D. Keerthi*, 2023 SCC OnLine SC 1382, and Division Bench of this Court in *Chandra Kishore Chaurasia Versus RA Perfumery Works Private Ltd.*, 2022 SCC OnLine Del 3529, exemption from Pre-Institution Mediation, is granted.

7. Accordingly, the application stands disposed of.

I.A. 6487/2025 (Exemption from advance service to the defendant)

8. The present is an application under Section 151 CPC seeking exemption from advance service to the defendant.

9. The plaintiff seeks urgent interim relief, and has also sought appointment of a Local Commissioner. Therefore, in the peculiar facts and circumstances of this case, exemption from effecting advance service upon the defendant, is granted.

10. For the reasons stated in the application, the same is allowed and disposed of.

I.A. 6488/2025 (Application seeking extension of time for filing Court Fees)

11. The present application has been filed under Section 149, read with Section 151 of the CPC, seeking extension of time to file the Court Fees.

12. Learned counsel appearing for the plaintiff submits that the requisite



Court fees shall be deposited within a period of two weeks, from today.

13. Liberty is granted.

14. With the aforesaid directions, the present application is disposed of.

I.A. 6485/2025 (Application seeking masking the identities of parties)

15. The present application has been filed under Section 151 of the CPC.

16. Learned counsel appearing for the plaintiff submits that upon discovering the present plaintiff's name in the newly listed matter, the counterfeiters are likely to receive phone calls to withdraw all counterfeit products, infringing the plaintiff's design, trademark and copyright to evade the directives of this Court. Thus, it is submitted that such a disclosure would defeat the purpose of the present suit.

17. The plaintiff apprehends that the local commission order by this Court may fail, or no counterfeit products will be discovered, if the identities of the parties are reflected in the daily cause list.

18. Considering the submissions made before this Court, it is directed that the identities of the parties shall be masked till the execution of the local commission, which shall be done within a period of two weeks, from today.

19. Noting the aforesaid the present application is disposed of.

CS(COMM) 222/2025

20. Let the plaint be registered as suit.

21. Upon filing of the process fee, issue summons to the defendant by all permissible modes. Summons shall state that the written statement be filed by the defendant within thirty days from the date of receipt of summons. Along with the written statement, the defendant shall also file affidavit of admission/denial of the plaintiff's documents, without which, the written statement shall not be taken on record.



22. Liberty is given to the plaintiff to file replication within thirty days from the date of receipt of the written statement. Further, along with the replication, if any, filed by the plaintiff, an affidavit of admission/denial of documents of the defendant, be filed by the plaintiff, without which, the replication shall not be taken on record. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.

23. List before the Joint Registrar (Judicial) for marking of exhibits, on 21st May, 2025.

24. List before the Court on 01st September, 2025.

I.A. 6482/2025 (Application under Order XXXIX Rules 1 & 2 of CPC)

25. The present suit has been filed for permanent/perpetual injunction, infringement of design, trademark, copyright, passing off, delivery up, rendition of accounts, damages, etc.

26. It is submitted that the present suit has been filed by the plaintiff to *inter-alia* restrain the defendant from manufacturing, selling and offering for sale, pickle in containers which are identical, fraudulent and an obvious imitation of the plaintiff's unique and novel registered Design No. 378042-001, dated 27th January, 2023 ("Suit Design") sold under the trademarks "PACHRANGA", "PIP", "ACHAR PACHRANGA" and "PACHRANGA INTERNATIONAL" with its unique label. The present suit has also been filed so as to prevent the defendant from making use of the trade mark "PACHRANGA", "PIP", "ACHAR PACHRANGA" and "PACHRANGA INTERNATIONAL" as well as the unique packaging which is on the aforesaid container of pickle of the plaintiff that infringes the plaintiff's trademarks "PACHRANGA INTERNATIONAL", "PIP", "ACHAR



PACHRANGA” and the copyright subsisting in the original artistic work of the packaging and further leads to passing off of the defendant’s products as that of the plaintiff.

27. It is submitted that the trademark “PACHRANGA”, to the best of the plaintiff’s knowledge, was adopted by M/s. Murli Dhar Ram Narain (A Partnership Firm) at least as early as in the year of 1943. The said firm comprised Late Sh. Murli Dhar Dhingra, Late Sh. Ram Narain, Late Sh. Asa Nand Dhingra, Late Sh. Manohar Lal and Late Sh. Dharam Chand as partners. In order to safeguard the rights subsisting in the trademark PACHRANGA, the said partnership firm applied for the registration of the



trademark “5 ACHAR PACHRANGA” / *vide* application number 158354 dated 15th April, 1953. After the demise of the partners of the aforesaid partnership firm, the ownership of the aforesaid trademark has devolved upon all the legal heirs of the partners of the said partnership firm, including, that of the partners of the present plaintiff.

28. It is submitted that the partners of the firm namely M/s. Murli Dhar Ram Narain, namely, Late Sh. Murli Dhar Dhingra, Late Sh. Ram Narain, Late Sh. Asa Nand Dhingra, Late Sh. Ram Chand and Late Sh. Dharam Chand were all family members. It is submitted that the firm M/s. Murli Dhar Ram Narain ceased to exist by virtue of the demise of the partners of the said partnership firm. Accordingly, by virtue of succession and for the purposes of peaceful co-existence between the family members of the deceased partners, various “PACHRANGA” formative trademarks were adopted and have been in continuous, extensive and uninterrupted use by



them.

29. It is submitted that by virtue of the aforesaid partnership deed dated 01st April, 1999, the plaintiff is entitled to the goodwill, reputation and benefit of the user of the erstwhile partnership firm M/s Pachranga International and is the proprietor of the said trademarks. The plaintiff's said trademark is protected under the Trade Marks Act, 1999, as well as under the common law.

30. It is submitted that the plaintiff, through its predecessors, has filed and obtained registrations over the following trademarks:

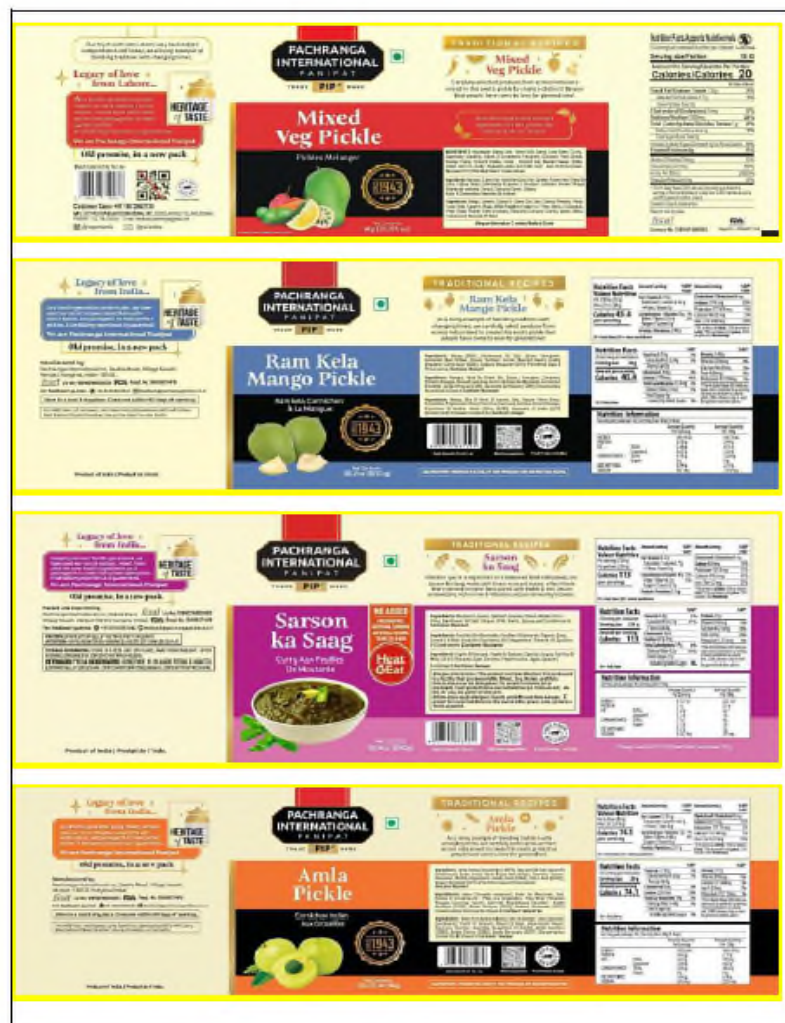
TRADEMARK	APPLICATION NO.	CLASS	STATUS	DATE OF APPLICATION	USER DATE
ACHAR PACHRANGA	581276	29	Registered	17.09.1992	01.04.1983
PIP	554681	29	Registered	17.07.1991	01.04.1988
PACHRANGA INTERNATIONAL	1340594	29	Registered (Rectification filed by a third party)	24.05.2005	Proposed to be used
PACHRANGA	1005021	29	Examination Report Issued	23.04.2001	01.04.1994

31. It is submitted that the plaintiff has continuously, commercially, openly, exclusively and without any interruption from any concern whatsoever, used the said trademark "PACHRANGA INTERNATIONAL PIP" and other variants, including, device marks, artistic work etc. in the course of the trade in relation to the said goods since the date of its adoption and has been the proprietor of the said trademarks.

32. It is submitted that other than the rights acquired by the plaintiff in the said trademarks, the plaintiff has acquired artistic rights over the label mark on 16th February, 2023, having engaged the services of a professional



agency namely, “Therefore Design Pvt. Ltd.” for the creation of its original artistic work in exchange of valuable consideration. Thus, the plaintiff holds exclusive rights over the label/artistic work, which was designed under their direction, supervision and instructions. The plaintiff is, therefore, the owner of the copyright subsisting in its label, and the artistic work is original, within the meaning of Section 2(c) Copyright Act, 1957. The representation of the said label, is given, as under:

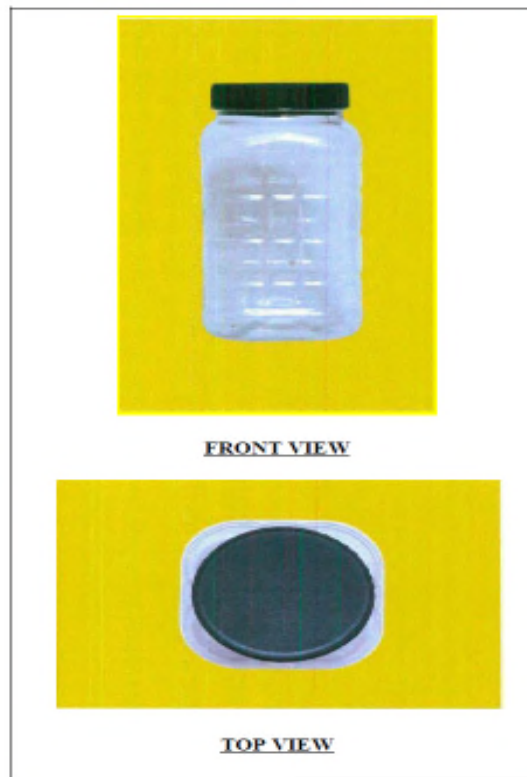


33. It is submitted that the plaintiff has also engaged the services of a professional agency for the creation of its Suit Design containers in



exchange for valuable consideration. The Suit Design is inherently crucial to the plaintiff's flagship product, i.e. Pickles and allied products. For the very reason that the plaintiff's products sold under the trademark "PACHRANGA INTERNATIONAL PIP" is sold in distinctive, unique containers with its trademarks prominently displayed on its distinguishing label. The container consists of a unique shape with a variety of novel features which distinguish it from other products of similar category. In order to protect its intellectual property rights in the suit design, plaintiff filed a design application bearing No. 378042-001 on 27th January, 2023. Accordingly, the plaintiff owns valid and subsisting design registrations in its products, the details of which are as follows:

DESIGN REGISTRATION NO. 378042-001





34. It is submitted that the aforesaid design registration is valid and subsisting in favour of the plaintiff.

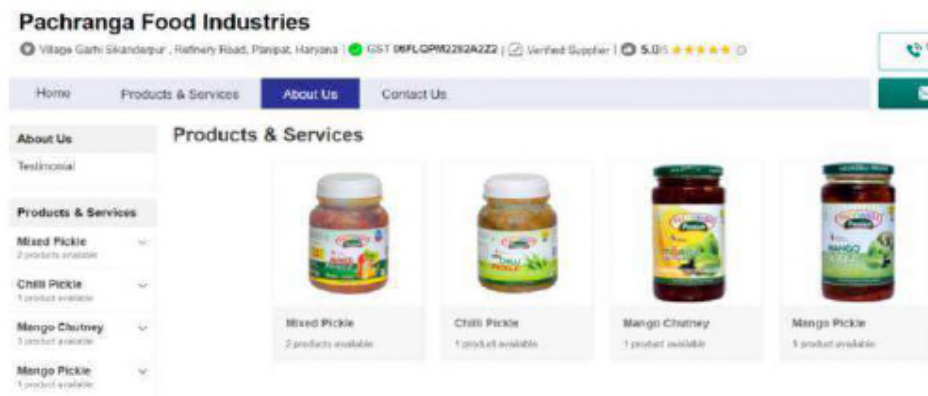
35. It is submitted that the plaintiff has been continuously and exclusively using the Suit Design and being the registered owner of this design, the plaintiff holds the sole and exclusive right to their use, unless specifically permitted, assigned, or authorized by the plaintiff. Therefore, any unauthorized use or clear imitation of the registered design by any third party, other than the plaintiff, constitutes an infringement of the plaintiff's registered design and the copyright associated with the label attached to the design.

36. It is submitted that post registration of the Suit Design, the plaintiff has been continuously, using the Suit Design and label attached to it and therefore, the consumers now exclusively identify and associate the said



shape and configuration of the Suit Design, label as originating solely from the plaintiff.

37. It is submitted that the plaintiff, in the third week of February, 2025, came across the defendant's products being sold on e-commerce websites, such as IndiaMart, bearing the registered trade mark of the plaintiff. Screenshot of the relevant page is annexed as under:

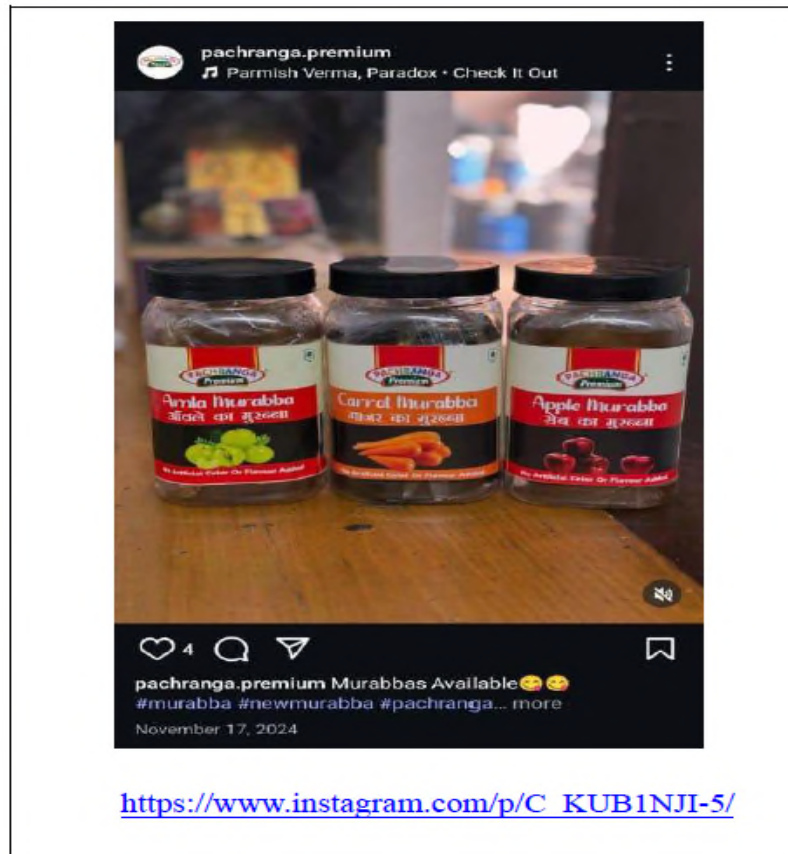


38. It is submitted that the plaintiff discovered that the defendant was selling such impugned products bearing the trademark "PACHRANGA" that forms a prominent and dominant part of the plaintiff's registered trademark which it uses to sell its pickles under the "PACHRANGA INTERNATIONAL PIP" brand.

39. It is submitted that in order to reach the very depth of defendant's infringing activities, the Plaintiff's representative, conducted an extensive search and found references of the defendant on Instagram https://www.instagram.com/p/C_KUB1NJI-5/, wherein the plaintiff's representative came across the defendant's impugned products also bearing a similar label and identical container design, as that of the plaintiff, which infringes upon the plaintiff's copyright subsisting in the label, as well as the plaintiff's rightfully owned Suit Design bearing no.378042-001, which the



plaintiff exclusively uses to sell its pickles under the “PACHRANGA INTERNATIONAL PIP” brand. Screenshot of the relevant page is reproduced as under:

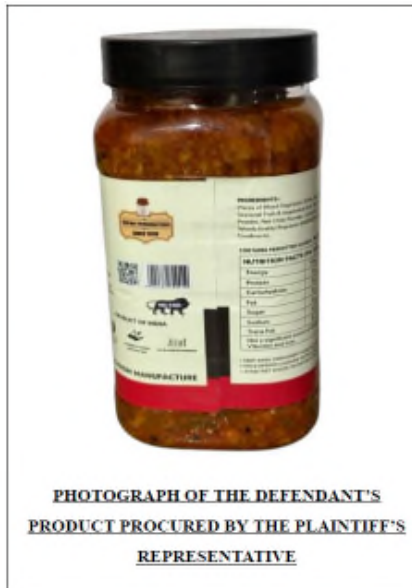


40. It is submitted that the plaintiff’s representative, while visiting the markets of Delhi in the fourth week of February, 2025, came across premises in *Kabool Nagar, near Shahdara Flyover, Shahdara*, with a hoarding for Pachranga Premium, wherein, the impugned products of the defendant were being sold. Upon such discovery, the plaintiff’s representative purchased one impugned product. However, the defendant did not issue any invoice for the purchase, as it operates in a clandestine manner to evade the law. The photograph of the premise and the impugned product purchased by the plaintiff’s representative, are reproduced, as under:



**PHOTOGRAPH OF THE PREMISE OF THE
DEFENDANT**





41. It is submitted that a comparison of the plaintiff's container with the defendant's impugned product will show that the look and feel of the product is such that an unwary customer with an imperfect memory and average intelligence is bound to get confused as to the source of the products. The impugned product is identical to the plaintiff's Suit Design, that is being sold by the defendant in the market, which comprises of the plaintiff's customers, who associate the design solely with plaintiff's premium products. A picture depicting the plaintiff's product and the infringing product of the defendant, is reproduced hereinbelow:



**PLAINTIFF'S PRODUCT AND DEFENDANT'S
IMPUGNED PRODUCT**



FRONT VIEW



SIDE VIEW



BACK VIEW



42. It is submitted that the defendant is not an authorised dealer of the plaintiff and has never been in any such capacity vis-a-vis the plaintiff. The plaintiff diligently maintains an extensive record of all its authorized dealers, vendors, stockiest and representatives in the due course of business and therefore, when the plaintiff came across the defendant's infringing activities, it was shocked to discover the depth of defendant's malicious acts, given that the defendant has never been associated with the plaintiff in any capacity.

43. It is submitted that the defendant has copied the plaintiff's rightfully owned suit design in entirety, and are manufacturing and supplying the impugned products, not just in the jurisdiction of this Court, but across India. Most of the plaintiff's customer base is of average intelligence, who isn't capable of distinguishing the inferior quality products from plaintiff's superior quality products on account of identical design.

44. It is submitted that the defendant is neither the registered owner, nor has obtained any license or written permission to use the plaintiff's registered design for its containers. The defendant's container design is a clear imitation of the plaintiff's registered design. This is evident as when the designs are viewed from any angle-front, back, or side, they appear identical. The defendant has replicated not only the surface pattern but also the shape and configuration of the plaintiff's registered design. Consequently, this unauthorized use of the container shape, design, and surface pattern constitutes infringement of the plaintiff's registered design (bearing registration number 378042-001) under section 22 of the Design Act, 2000.

45. Thus, it is submitted that the use of the trademark "PACHRANGA" in



conjunction with or without the word “PREMIUM” by the defendant constitutes infringement of the plaintiff’s registered trademarks “ACHAR PACHRANGA” and “PACHRANGA INTERNATIONAL” which comprises PACHRANGA as prominent, dominant and essential part of the registered trademarks of the plaintiff.

46. It is submitted that the unauthorized use of the plaintiff’s well-known trademark “PACHRANGA” and its formatives, is taking place by way of sale of the impugned design on various websites, including, e-commerce platforms and social media platforms under the name ‘PACHRANGA’ for its lower quality products, which tantamounts to infringement of the plaintiff’s right vested in its registered trademarks.

47. It is submitted that the defendant has resorted to misrepresenting the trade mark “PACHRANGA” of the plaintiff by also copying the similar artistic features, as visible on the plaintiff’s original artistic work / label. It is submitted that the plaintiff’s PACHRANGA trademarks, as well as its original artistic work, enjoy tremendous goodwill and reputation which the defendant has brazenly copied and misrepresented on its products. Such activities on part of the defendant are causing day to day damage to the goodwill and reputation of the plaintiff and thus the defendant is passing off its products as that of the plaintiff.

48. In view of the above circumstances, the plaintiff has demonstrated a *prima facie* case for grant of injunction and in case no *ex-parte ad-interim* injunction is granted, the plaintiff will suffer an irreparable loss. Further, the balance of convenience also lies in favour of the plaintiff and against the defendant.

49. Accordingly, till the next date of hearing, the following directions are



issued:

i. The defendant, its proprietor or partners, its associates and agents, officers, employees, distributors, franchisees, representatives, and assigns are restrained by an *ad-interim ex-parte* temporary injunction from manufacturing, promoting, marketing, selling containers that, in any manner, are identical or similar to plaintiff's Suit Design that results in infringement of the registered design no. 378042-001 of the plaintiff.

ii. The defendant is further restrained from trading, supplying, selling, marketing, in any manner, including, online sale or dealing in any other way, any goods and/or any other products identical or similar to Plaintiff's PACHRANGA formative trademarks, including, the device marks which may amount to infringement of the plaintiff's registered trademarks/infringement of plaintiff's copyright/amounting to passing off.

50. Issue notice to the defendant by all permissible modes, upon filing of process fees, returnable on the next date of hearing.

51. Reply be filed within a period of four weeks, from the date of service.

52. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

53. Compliance of Order XXXIX Rule 3 CPC, be done, within a period of two weeks, from today.

54. List before the Court on 01st September, 2025.

I.A. 6483/2025 (Application for appointment of Local Commissioner)

55. The present application has been filed on behalf of the plaintiff under Order XXVI Rule 9 read with Order XXXIX Rule 7 CPC, seeking appointment of a Local Commissioner.

56. It is submitted that in order to preserve evidence of infringement, it is



necessary that Local Commissioner be appointed to visit the premises of the defendants.

57. Accordingly, the following directions are issued:

i. Ms. Gauri Goburdhun, Advocate (Mob. No. 9910200994), is appointed as a Local Commissioner, with a direction to visit the following premises of the defendant:-

***Khasra number 48/21,
Rakba Village, Garhi Sikanderpur,
Panipat, Haryana-132103***

ii. The learned Local Commissioner, along with a representative of the plaintiffs and its counsel, shall be permitted to enter upon the premises of the defendant mentioned hereinabove, or any other location/premises, that may be identified, during the course of commission, in order to conduct the search, and seize the infringing products or any other deceptively similar variant of the plaintiff's trademark.

iii. After seizing the infringing material, the same shall be inventorized, sealed, and signed by the learned Local Commissioner, in the presence of the parties, and released on *superdari* to the defendants, on its undertaking to produce the same, as and when further directions are issued, in this regard.

iv. The learned Local Commissioner shall also be permitted to make copies of the books of accounts, including, ledgers, cash books, stock registers, invoices, books, etc., in so far as they pertain to the infringing products.

v. Further, the learned Local Commissioner shall be permitted to undertake/arrange for photography/videography of the execution of the commission.



- vi. Both the parties shall provide assistance to the learned Local Commissioner, for carrying out the aforesaid directions.
- vii. In case, any of the premises are found locked, the learned Local Commissioner shall be permitted to break open the lock(s). To ensure an unhindered and effective execution of this order, the Station House Officer (“SHO”) of the respective local Police Station, is directed to render all assistance and protection to the Local Commissioners, as and when, sought.
- viii. The fee of the learned Local Commissioner, to be borne out by the plaintiff, is fixed at ₹2,00,000/- (Rupees Two Lacs). The plaintiff shall also bear all the expenses for travel/lodging of the Local Commissioner, and other miscellaneous out-of-pocket expenses, for the execution of the commission. The fee of the Local Commissioner shall be paid in advance by the plaintiff.
- ix. The local commission shall be executed within a period of two weeks from today. The Local Commissioner shall file the report within a period of two weeks from the date, on which the commission is executed.
58. The order passed today, shall not be uploaded for a period of two weeks.
59. The present application is accordingly disposed of in the aforesaid terms.
60. *Dasti* under signatures of the Court Master.

MINI PUSHKARNA, J

MARCH 11, 2025/kr