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

+ **CS(COMM) 1005/2025**

RITVIK BANSAL (PROPRIETOR OF M/S 7R)Plaintiff

Through: Mr. Nipun Arora, Ms. Annanya
Mehan, Mr. Shivender Gupta and Ms.
Yatika Sihag, Advocates.

versus

RAHUL ARORA

.....Defendant

Through:

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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22.09.2025

I.A. 23731/2025 (Exemption)

1. Exemption is allowed, subject to all just exceptions.
2. The Application stands disposed of.

I.A. No. 23729/2025 (Exemption from advance service to the Defendant)

3. This is an Application filed by the Plaintiff under Section 151 of the CPC, seeking exemption from advance service to the Defendant.
4. Mr. Nipun Arora, 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 Trade Mark.
5. In view of the fact that the Plaintiff has sought an urgent *ex-parte ad-interim* injunction along with the appointment of a Local Commissioner, the exemption from advance service to the Defendant is granted.
6. The Application is disposed of.



I.A. No. 23728/2025 (Exemption from pre-institution Mediation)

7. This is an Application filed by the Plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the CC Act.

8. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in ***Yamini Manohar v. T.K.D. Krithi***, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.

9. The Application stands disposed of.

CS (COMM) 1005/2025

10. Let the Plaint be registered as a Suit.

11. Issue Summons. Let the Summons be served to the Defendant through all permissible modes upon filing of the Process Fee.

12. 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. Along with 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.

13. 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 Defendant be filed by the Plaintiff, without which the Replication shall not be taken on record.

14. 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.

15. If any of the Parties wish to seek inspection of any documents, the



same shall be sought and given within the prescribed timelines.

16. List before the learned Joint Registrar on 24.11.2025 for completion of service and pleadings.

IA No. 23730/2025 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

17. The present Application has been filed on behalf of the Plaintiff under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the Commercial Courts Act, 2015 (“CC Act”) seeking leave to place on record additional documents.

18. 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.

19. Accordingly, the Application stands disposed of.

I.A. No. 23726/2025 (U/O XXXIX Rule 1 & 2 of CPC)

20. Issue Notice. Notice be served through all permissible modes upon filing of the Process Fees.

21. The present suit has been filed for permanent injunction restraining infringement of the Copyright, Trade Dress, Trade Mark, passing off, dilution, unfair competition for rendition of accounts / damages, delivery up, etc.

22. The learned Counsel for the Plaintiff has made the following submissions before this Court:

22.1. The Plaintiff is engaged in the business of designing and selling mobile accessories, specialising in phone covers / cases (“**Plaintiff’s Products**”). The Plaintiff had started his business by establishing his sole-proprietorship firm namely 7R on 01.04.2021, and adopted the Mark ‘Rezoni’ (“**Plaintiff’s Mark**”) on 17.06.2021, and has been



selling the Plaintiff's Products under the Plaintiff's Mark.

22.2. As part of its marketing strategy, the Plaintiff often engages artists, photographers, visual designers, 3D artists and designers who create captivating marketing material that allows the Plaintiff to achieve brand recognition and high sales. The images, designs, assets etc. generated by such artists are then utilised by the Plaintiff in its advertisement / marketing material. The images, designs etc. so generated therefore, play a pivotal role in the marketing of the Plaintiff's Products. The Plaintiff has invested in the necessary requirements such as high-end cameras, equipment, studio space, computers, editing software, etc. for producing high-quality images, videos and other works, that are required by the artists, photographers, etc. to generate the marketing material.

22.3. The impact of the Plaintiff's unique marketing strategies is very evident by its sales. The details of the revenue generated by the Plaintiff by sale of the Plaintiff's Products are reproduced hereunder:

Period	Amount (INR)
2022-23 (Nov to Mar)	20,11,690/-
2023-24 (Apr to Mar)	1,21,56,020/-
2024-25 (Apr to Mar)	3,01,31,867/-

22.4. The Plaintiff has been able to achieve the high sales within a short span of time primarily due to the Plaintiff's marketing techniques, and the Plaintiff has undertaken a considerable expenditure in this regard. The details of the expenditure of the Plaintiff for promotion of the Plaintiff's Product is as under:

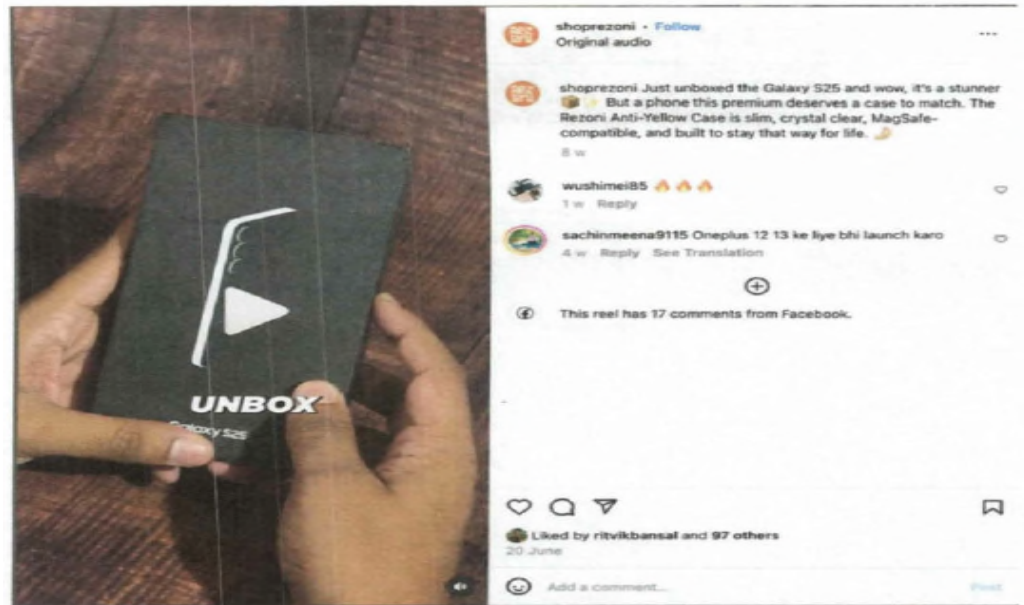


Outlet / Agency	Amount (INR)
Google India Pvt. Ltd	58,28,218/-
Facebook / Meta	2,99,81,534/-
Adbuffs Media Pvt. Ltd	30,98,068/-
Total	3,87,07,820/-

22.5. The Plaintiff is primarily operating an e-commerce business in which the marketing material and the images, videos and photographs shared online make a significant difference in capturing the attention of the consumers. The unique marketing and business strategies of the Plaintiff as well as its standing in the industry have also been recognised by various media outlets, and the Plaintiff has been interviewed by many of them.

22.6. The Plaintiff owns the Copyright in the Original Artistic Works created by the Plaintiff's employees and the artists, photographers, visual designers, 3D artists and designers who were engaged by the Plaintiff ("**Plaintiff's Artistic Works**"). Thus, the Plaintiff has the exclusive right to the Plaintiff's Artistic Works and is the sole owner of the Copyright over such work, and no other person is entitled to use or exploit the same.

22.7. The Plaintiff's Artistic Works including images and videos are regularly used in its advertisements on Facebook, Instagram, etc. Some of the examples of the Plaintiff's Artistic Works used by the Plaintiff in the online advertisements, on Plaintiff's website, www.rezoni.com, and on social media are as under:





22.8. The Plaintiff had engaged Xplank Marketing Pvt. Ltd, as its marketing agency (“**Marketing Agency**”) on 06.07.2023. The Defendant, Mr. Rahul Arora, was an employee of the Marketing Agency, and was assigned as the Account Manager and Media Buyer, responsible for coordinating with the Plaintiff and for running Plaintiff’s performance marketing advertisements on Google and Meta. The Plaintiff’s association with the Marketing Agency was terminated on 26.02.2024. On 16.03.2024, the Defendant started contacting the Plaintiff through messages and calls, soliciting work from the Plaintiff.

22.9. The Defendant repeatedly and persistently insisted the Plaintiff to engage his services for the purposes of marketing. After multiple representations, promises, etc. made by the Defendant, the Plaintiff agreed to engage him as a freelance media buyer from 22.04.2024.



The Defendant accordingly worked as a freelance media buyer for the Plaintiff. In July, 2024, the Plaintiff noticed that the performance of its advertisement account had started declining sharply. The Plaintiff mentioned this to the Defendant.

22.10. Despite multiple requests and feedback calls by the Plaintiff, the Defendant's performance was not improving, and thus, the Plaintiff was constrained to revoke his access to the Plaintiff's accounts on Shopify, Meta and Google, and terminated association with the Defendant on 30.12.2024. By 03.01.2025, all the dues of the Defendant were duly cleared by the Plaintiff. Thus, after 30.12.2024, the Defendant was no longer associated with the Plaintiff and had no right to access any of the Plaintiff's Artistic Works in any manner whatsoever; and in any case did not have the right, at any point in time, to use or exploit the same for the Defendant's own purposes.

22.11. On 07.01.2025, the Plaintiff discovered, that a website with the URL, www.casence.in, ("**Defendant's Website**") and an Instagram page by the name of 'Casence,' [www.instagram.com / shopcasence](https://www.instagram.com/shopcasence), ("**Defendant's Instagram Page**") had emerged, containing the Plaintiff's Artistic Works and a product identical to one of the products of the Plaintiff using the same title of 'Anti-Yellow Case' as sold by the Plaintiff. The Defendant had started selling the identical product using the same title 'Anti-Yellow Case' and using the Plaintiff's Artistic Works to market his products.

22.12. The Defendant further started copying more of the Plaintiff's Artistic Works and used them on the Defendant's Website with minor to no modifications ("**Infringing Material**") to advertise its own



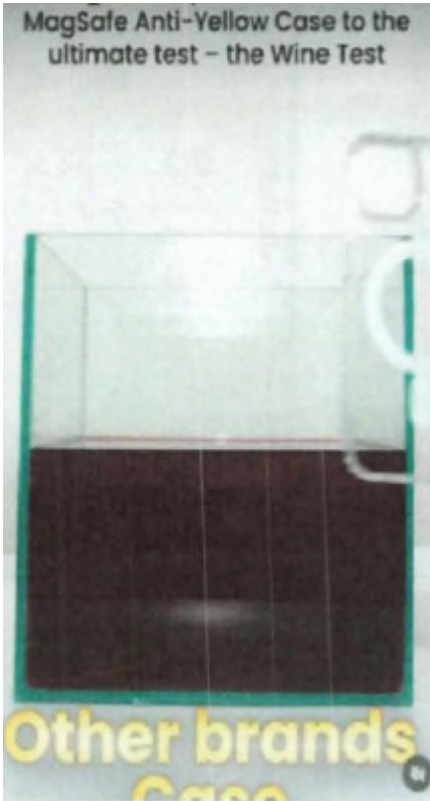
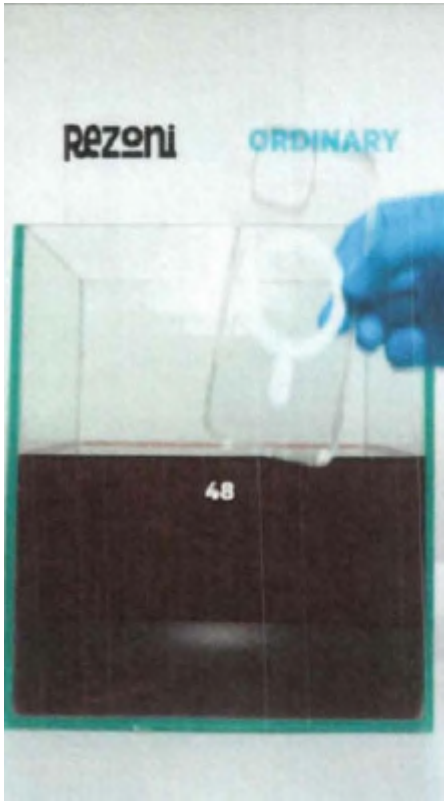
products and had also started using the Plaintiff's Artistic Works to run promotional posts and paid advertisements on Facebook, Instagram etc. The Defendant, without a license has used, published, reproduced, communicated and advertised for wrongful gains the Plaintiff's Artistic Works, amounting to infringement of Copyright. Some of the instances of the infringement of the Plaintiff's Artistic Works that were noticed by the Plaintiff are as under:

CASENSE (STATIC ADS 1)	REZONI (STATIC ADS 1)
CASENSE (STATIC ADS 2)	REZONI (STATIC ADS 2)



	
CASENSE (VIDEO CTA 1)	REZONI (VIDEO CTA 1)
	
CASENSE (VIDEO CAT 2)	REZONI (VIDEO CTA 2)



	
CASENSE (WINE TEST FRAME)	REZONI (WINE TEST FRAME)
	
CASENSE (COFFEE TEST FRAME)	REZONI (COFFEE TEST FRAME)

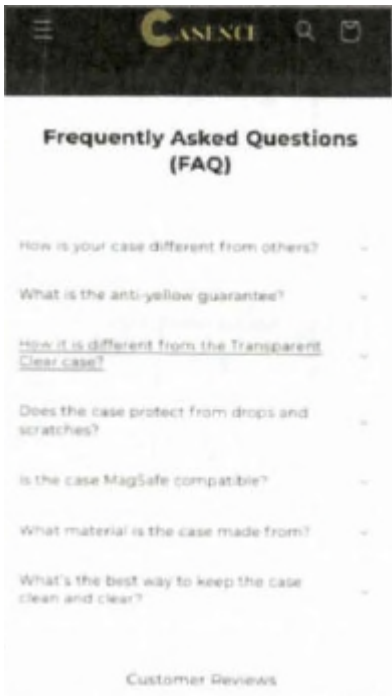


	
CASENSE (UV TEST FRAME)	REZONI (UV TEST FRAME)
	
CASENSE (PRODUCT PAGE 1)	REZONI (PRODUCT PAGE 1)



	
CASENSE (PRODUCT PAGE 2)	REZONI (PRODUCT PAGE 2)
	
CASENSE (PRODUCT PAGE 3)	REZONI (PRODUCT PAGE 3)



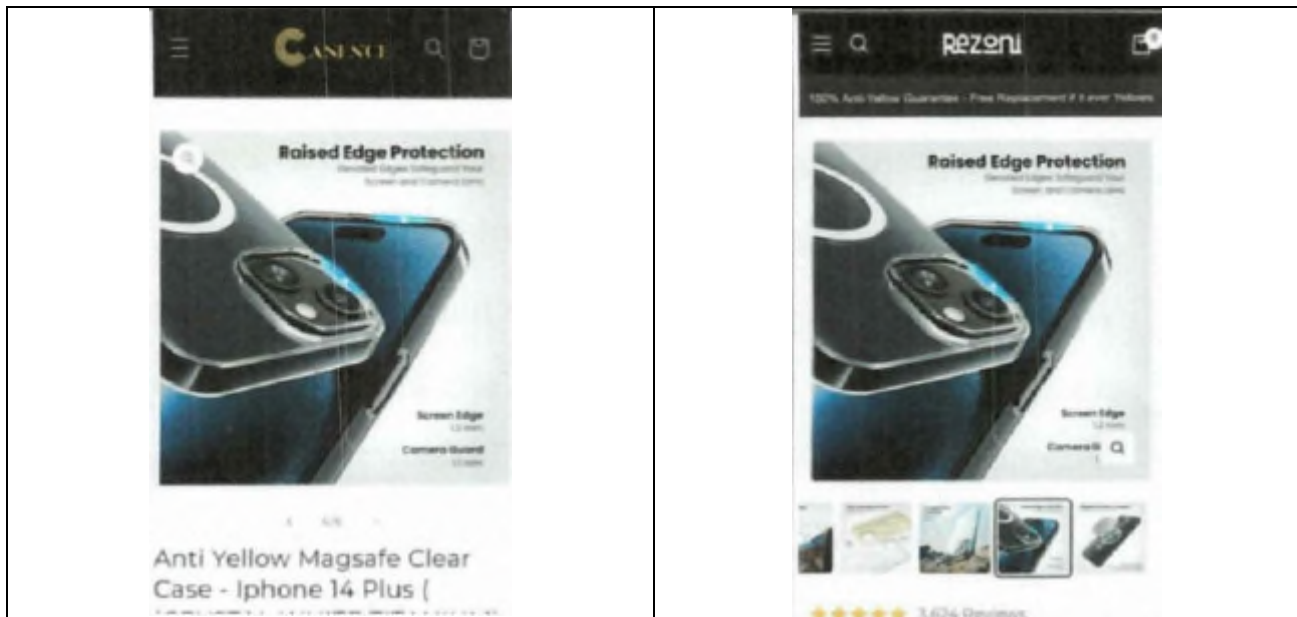
	
CASENSE (FAQ)	REZONI (FAQ)
	
CASENSE (PRODUCT IMAGE 1)	REZONI (PRODUCT IMAGE 1)



	
CASENSE (PRODUCT IMAGE 2)	REZONI (PRODUCT IMAGE 2)
	
CASENSE (PRODUCT IMAGE 3)	REZONI (PRODUCT IMAGE 3)



	
CASENSE (PRODUCT IMAGE 4)	REZONI (PRODUCT IMAGE 4)
	
CASENSE (PRODUCT IMAGE 5)	REZONI (PRODUCT IMAGE 5)



22.13. The Plaintiff issued a legal notice dated 01.02.2025 (“**Legal Notice**”) to the Defendant detailing the Infringing Material and the links of Facebook on which the advertisements of the Defendant had been published, were also mentioned in the Legal Notice. On 10.02.2025, the Defendant sent a reply to the Legal Notice (“**Reply to the Legal Notice**”). In the Reply to the Legal Notice, only two defences were taken, *firstly*, that the enrolment number of the Counsel who issued the legal notice had not been mentioned therein; and *secondly*, the Artistic Works exploited by the Defendant were widely available on the Internet, thereby also admitting that the said works do not belong to the Defendant.

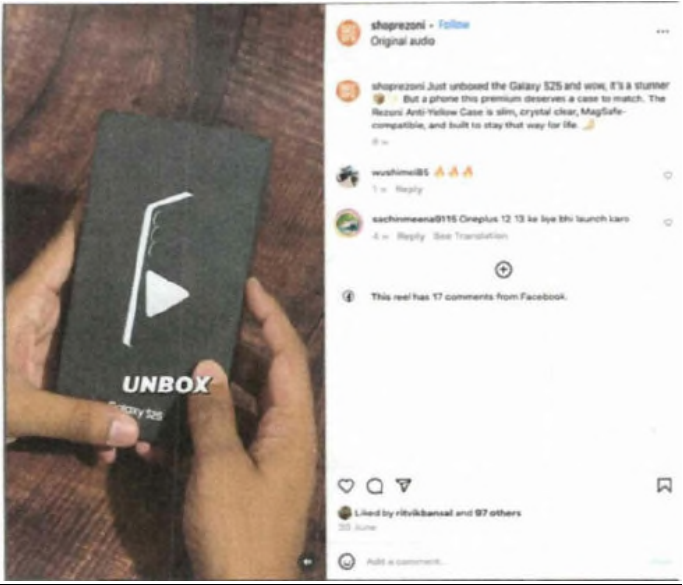
22.14. The Plaintiff noticed that around the month of March, 2025, most of the Infringing Material had been taken down and the advertisements which were being previously promoted by the Defendant were not live / had ceased to operate. The Defendant



resumed infringing acts shortly thereafter, however, as the Plaintiff discovered that more Infringing Material being made on Facebook and Instagram.

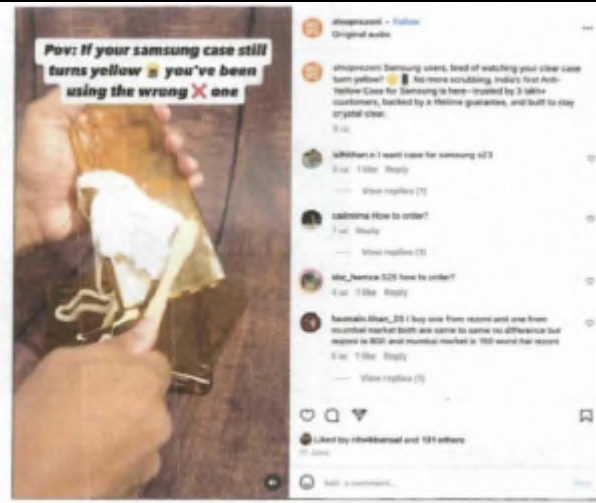
I.	<u>Plaintiff's Work:</u> <u>Defendant's advertisement:</u> Remarks: The caption on the Defendant advertisement states “Keep your Samsung phone clear with Rezoni’s Anti-Yellow MagSafe Clear
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	Case.” Thus, it is obvious that the Defendant has simply copied the Plaintiff’s Copyrighted Works verbatim, without even making any changes to the brand name in its caption. Further, the Plaintiff’s photographs/images/visuals have been verbatim copied, including the text thereon.
II.	<u>Plaintiff’s Work:</u>  <u>Defendant’s advertisement:</u>



	Active Library ID: 1423100212260123 Started running on 7 Aug 2025 Platforms: @ This ad has multiple versions Casence Sponsored Library ID: 1423100212260123 One-Day Birthday Blowout 80% OFF • Lifetime Anti-Yellow Warranty Don't Miss Out - 24 Hours Only 
III.	<u>Plaintiff's Work:</u>



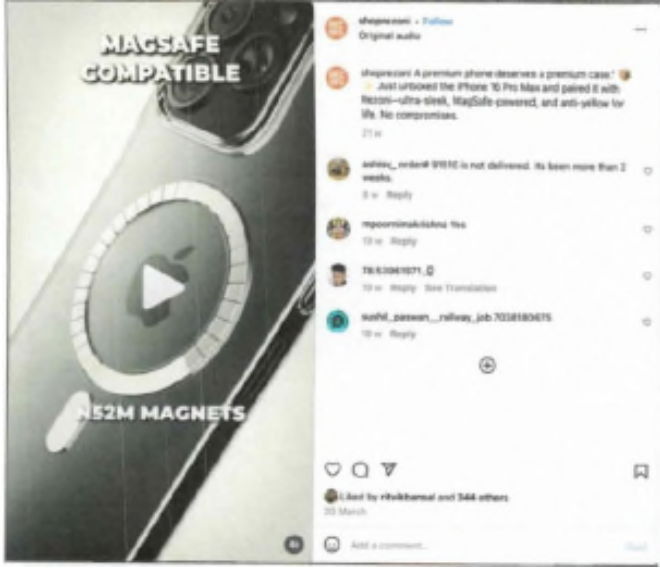
Defendant Advertisement:



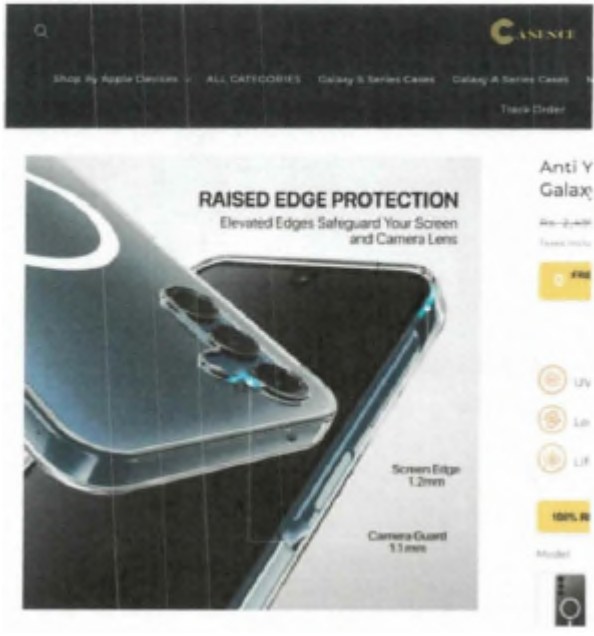
Remarks:

A frame from the Plaintiff's video, as uploaded on its Instagram page 'shoprezoni' has been copied along with the original text on the video. As per information available on Meta, this

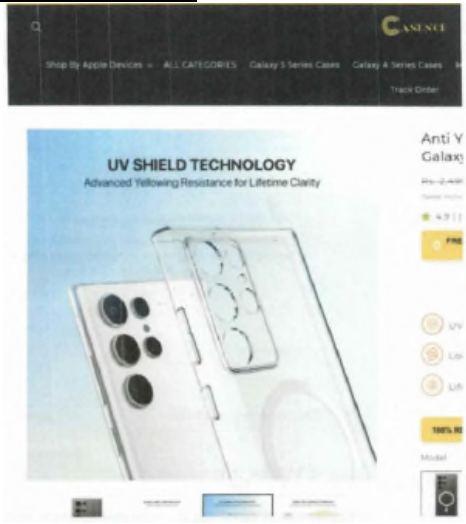


	advertisement has been operational since 02nd August, 2025.
IV.	<u>Plaintiff's Work:</u>  <u>Defendant Advertisement:</u>  <u>Remarks:</u> A frame from the Plaintiff's video, as uploaded on its Instagram page 'shoprezoni' has been copied and has been cropped so as to remove the text written upon it. As per information available on Meta, this

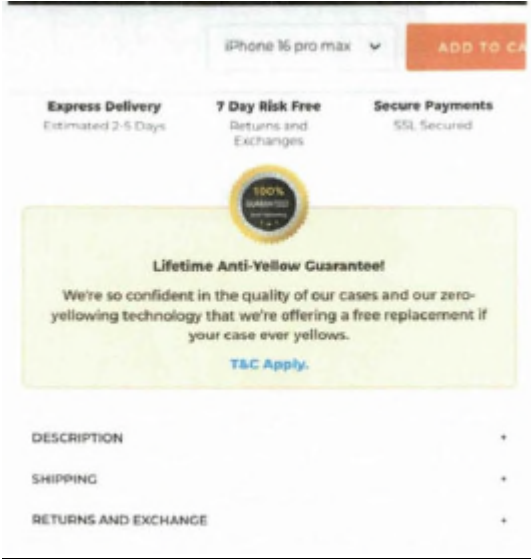
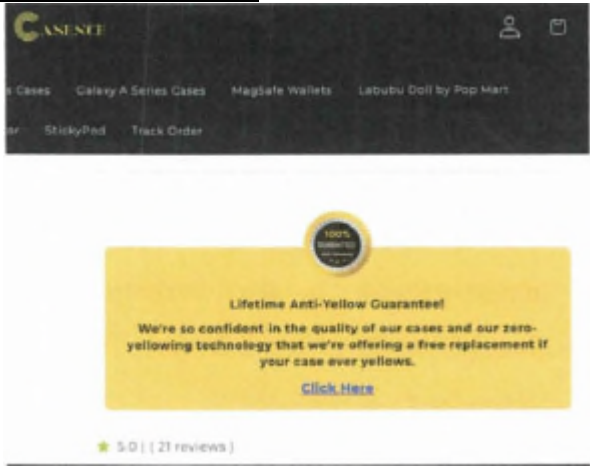


	advertisement has been operational since 20th July, 2025.
V.	<u>Plaintiff's Work:</u>  <u>Defendant's Website:</u>  <u>Remarks:</u> The same image/graphic, as available on Plaintiff's website www.rezonil.com has been used on the Defendant's website



	www.casence.in. The text imposed upon the image/graphic is also verbatim the same, with only changes made in the font (i.e., Plaintiff's font is bold, the Defendant's is not bold), with no other changes.
VI.	<u>Plaintiff's Work:</u>  <u>Defendant's Website:</u>  <u>Remarks:</u> The same image/graphic, as available on Plaintiff's website www.rezoni.com has been used on the Defendant's website www.casence.in. The text imposed upon the image/graphic is also verbatim the same, with only changes made in the font (i.e., Plaintiff's



	font is bold, the Defendant's is not bold).
VII.	<u>Plaintiff's Work:</u>  <u>Defendant's Website:</u>  <u>Remarks:</u> Even the product descriptions written by the Plaintiff on his website have been verbatim copied by the Defendant. Besides the textual content, even the style & manner of presentation has also been copied — the circular seal of “100% Guaranteed” at the top with a yellow blurb stating the text.

22.15.The Plaintiff does not have an objection to the Defendant dealing in products similar to the Plaintiff's Products and the



Plaintiff's grievance is limited to the Defendant's use of the Plaintiff's Artistic Works while trying to promote an identical business.

22.16. The Defendant has even admitted that the Defendant has copied the Plaintiff's Artistic Works and that the Defendant had been acting out *mala fidely* as the Defendant was disgruntled, supposedly, for financial reasons. After the Plaintiff had noticed that the Defendant had resumed using the Infringing Material and had resumed advertising products identical to the Plaintiff's Products and using the Plaintiff's Artistic Works. The Plaintiff had confronted the Defendant with regard to the use of the Infringing Material through WhatsApp on 27.06.2025. In the WhatsApp conversation with the Plaintiff, the Defendant not only admitted to the use of the Infringing Material, but also that the Defendant had been acting out of some grudge against the Plaintiff, and that the Defendant is ready to sell the brand to anyone, including the Plaintiff. The Defendant has also mentioned that the Defendant is in regular touch with former employees of the Plaintiff. The WhatsApp chat dated 27.06.2025 between the Plaintiff and the Defendant is hereunder:





23. Having considered the submissions advanced by the learned Counsel for the Plaintiff, the pleadings and the documents on record it is clear that the Plaintiff is the owner of the Plaintiff's Artistic Works. The Plaintiff has been able to establish ownership and use of the Plaintiff's Artistic Works with respect to the Plaintiff's Products. The Plaintiff has demonstrated the goodwill and reputation acquired by the Plaintiff. The Plaintiff had earned a revenue of ₹3,01,31,867/- for the Financial Year 2024-25. The Defendant's use of Infringing Material is *prima facie* dishonest and nothing but an attempt to ride the goodwill and reputation of the Plaintiff and to earn profit on the back of the expenses incurred by the Plaintiff in order to acquire the Plaintiff's Artistic Works so as to cause confusion in the market.

24. Accordingly, the Plaintiff has made out a *prima facie* case for grant of an *ex-parte ad-interim* injunction. Balance of convenience is in favour of the Plaintiff and against the Defendant. Irreparable injury would be caused to the Plaintiff if an *ex-parte ad interim* injunction is not granted.



25. Accordingly, till the next of hearing, it is directed as under:

- i. The Defendant, his partners, associates, assigns or assignees in interest, heirs, successors or successors in interest, permitted assigns, distributors, dealers, wholesalers, retailers, stockiest, agents and all others acting for and on their behalf are restrained from using, soliciting, manufacturing, selling, offering for sale, importing, exporting and advertising in any manner including on the internet and e-commerce platform, directly or indirectly, dealing in mobile accessories under the Plaintiff's Mark 'Rezoni' so as to cause infringement or passing off of the Plaintiff's Mark.
- ii. The Defendant, his partners, associates, assigns or assignees in interest, heirs, successors or successors in interest, permitted assigns, distributors, dealers, wholesalers, retailers, stockiest, agents and all others acting for and on their behalf are restrained from using, soliciting, manufacturing, selling, offering for sale, importing, exporting and advertising in any manner including on the internet and e-commerce platform, directly or indirectly, dealing in mobile accessories under the Plaintiff's Artistic Works including but not limited to the ones specifically described in Schedule A of the Plaint.
- iii. The Defendant shall take down, remove, disable and block the material infringing upon the Plaintiff's Artistic Works, including but not limited to the Infringing Material described in Schedule B and Schedule C of the Plaint within 72 hours of receiving the Notice and copy of this Order along with copy of Schedule B and Schedule C.



26. Let the Reply to the present Application be filed within four weeks after service of Notice. Rejoinder thereto, if any, be filed before the next date of hearing.

27. List before this Court on 23.01.2026.

I.A. No. 23727/2025 (for Appointment of Local Commissioner)

28. The present Application has been filed by the Plaintiff under Order XXVI Rule 9 read with Order XXXIX Rule 7 of the CPC, seeking appointment of a Local Commissioner. The Court has considered the merits of the Plaintiff's case and has granted an *ex-parte ad-interim* injunction as recorded above in I.A. 23726/2025 under Order XXXIX Rule 1 & 2 of the CPC.

29. Accordingly, in order to ensure that the injunction is fully complied with, it is deemed appropriate to appoint Local Commissioner to visit the Defendant's premises at the following address:

Sr. No.	Particulars	Name of Local Commissioner
1.	51, Sharda Niketan, Pitampura, Delhi & B-177, First Floor, Lok Vihar, Pitampura, Delhi	Ms. Shruti Iyer, Advocate Mobile No.: [+91 8860729023]

30. The mandate of the learned Local Commissioner is as under:

- i) The learned Local Commissioner shall visit the premises of the Defendant as per the above table, to inspect and seize take possession / custody of any device of the Defendant which contains confidential information of the Plaintiff and books of accounts, purchase orders, invoices and any other document that show use of the confidential



information or Plaintiff's Artistic Works or Plaintiff's Marks, 'REZONI'.

ii) If knowledge is acquired of any other premises than the aforesaid premises, where devices of the Defendant which contains confidential information of the Plaintiff and books of accounts, purchase orders, invoices and any other document that show use of the confidential information or Plaintiff's Artistic Works or Plaintiff's Marks could be stored or services can be provided from, the learned Local Commissioner is free to record the same and then visit the other premises and conduct a seizure there as well;

iii) The learned Local Commissioner shall also obtain the details as to since when the Plaintiff's Artistic Works are being used by the Defendant;

iv) The learned Local Commissioner shall obtain accounts including ledgers, stock registers, invoice books, receipt books, cash books, purchase and sale records and any other books of record or commercial transactions kept at the premises of the Defendant, and take photocopy and / or record of all such transactions that pertain to the use of the Plaintiff's Artistic Works. The Defendant shall cooperate and give passwords to the computers and the files containing the accounts, if the same is stored on the computer or a specific software;

v) The learned Local Commissioner is also permitted to break open the locks, with Police help, if access to the premises where the devices of the Defendant have been stocked / manufactured, is denied to the learned Local Commissioner;



- vi) Upon being requested, the concerned Station House Officer (SHO) shall render necessary cooperation for execution of the Commission, as per this Order;
- vii) The learned Local Commissioner is permitted to take photographs and videographs of the proceedings of the Commission, if it is deemed appropriate. Two representatives of the Plaintiff, which would include a lawyer, are permitted to accompany the learned Local Commissioner;
- viii) The learned Local Commissioner, 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.

31. Either the learned Counsel for the Plaintiff or the learned Local Commissioner is directed to collect the certified copy of this Order from the Registry (Dispatch Branch) before the execution of the Commission.

32. The learned Local Commissioner shall carry the certified copy of this Order for execution of the Commission and a copy of the same shall be served upon the Defendant by the learned Local Commissioner at the time of the execution of the Commission.

33. The fees of the learned Local Commissioner is fixed at ₹1,00,000/- (Rupees One Lakh only) excluding out of pocket expenses, travel, lodging etc. All the aforesaid expenses shall be borne by the Plaintiff and paid in advance to the learned Local Commissioner named hereinabove.

34. The Commission shall be executed on 29.09.2025, and the report of



the learned Local Commissioner shall be filed within a period of two weeks thereafter.

35. The compliance of Order XXXIX Rule 3 of CPC shall be done within two weeks after the execution of the Commission.

36. 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.

37. List before this Court on 23.01.2026.

38. Order *dasti* under the signature of the Court Master.

TEJAS KARIA, J

SEPTEMBER 22, 2025

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