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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1181/2025**
PUREPLAY SKIN SCIENCES INDIA PVT. LTD.Plaintiff
Through: Mr. Nitin Sharma, Ms. Deepika
Pokharia & Mr. Priyansh Kohli,
Advocates.

Versus

LORD OF COSMETICSDefendant
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **06.11.2025**

I.A. No. 27466/2025 (Exemption from 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. Krithi*, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.
3. The Application stands disposed of.

I.A. No. 27464/2025 (Exemption from advance service to the Defendant)

4. This is an Application filed by the Plaintiff under Section 151 of the Code of Civil Procedure, 1908 (“CPC”), seeking exemption from advance service to the Defendant.
5. Mr. Nitin Sharma, 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.

6. 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.

7. The Application is disposed of.

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8. Let the Plaint be registered as a Suit.

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

10. 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.

11. 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.

12. 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.

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

14. List before the learned Joint Registrar on 22.12.2025 for completion of service and pleadings.



I.A. No. 27465/2025 (seeking Discovery by Interrogatories)

15. This Application has been filed by the Plaintiff under Order XI Rule 2 of the CPC as amended by the CC Act read with Section 151 of CPC, seeking discovery by interrogatories upon the Defendant.

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

17. Let the Reply to the Application be filed within a period of four weeks from date. Rejoinder thereto, if any, be filed within a period of two weeks thereafter.

18. List before the Joint Registrar on 22.12.2025 for completion of service and pleadings.

19. List before this Court on 26.02.2026.

IA No. 27467/2025 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

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

21. 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.

22. Accordingly, the Application stands disposed of.

I.A. No. 27462/2025 (U/O XXXIX Rule 1 & 2 of CPC)

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

24. The present Suit has been filed for permanent injunction restraining infringement of the Trade Marks 'PLUM', 'plom',



‘#PLUMGOODNESS’, ‘*plom*’, ‘*plom*’, ‘BODY LOVIN’’, ‘*Body Lovin*’,

‘PHY’ and ‘**PHY**’ (“**Plaintiff’s Marks**”), passing off, dilution, unfair competition and seeking rendition of accounts / damages, delivery up, etc.

25. The learned Counsel for the Plaintiff made the following submissions:

25.1. The Plaintiff, *Pureplay Skin Sciences (India) Private Limited*, is a company incorporated on 08.10.2013 and is engaged in the business marketing and selling beauty, skincare and personal care products under the Mark ‘PLUM’ since the year 2013 in relation to its beauty, skincare and personal care products. The Plaintiff’s products are 100% vegan, cruelty-free and PETA-certified. In addition to being one of the fastest growing Direct to Customer beauty brands in India, the brand has also grown its retail presence in India. The Plaintiff’s portfolio comprises skincare, haircare, body care and makeup. The presence of Plaintiff’s products spans across at least 250 towns and cities in India. The Plaintiff operates several exclusive business outlets and offline retail stores throughout the country comprising 14 company owned exclusive business outlets, over 900 beauty assisted outlets and over 30,000 non-beauty assisted outlets.

25.2. The customers in India are well aware of the Plaintiff’s products under the Plaintiff’s Marks and the extraordinary goodwill and reputation that vests in the Plaintiff’s Marks. The Plaintiff’s Marks have been promoted and advertised by way of print, television, digital and outdoor campaigns for the services offered



by the Plaintiff on its online platform including by way of its website, <https://plumgoodnes.com/> (“**Plaintiff’s Website**”), television campaigns through advertisements, etc. The Plaintiff’s Website can be accessed from other parts of the world as well. The website traffic received on the Plaintiff’s Website only in the month of July, 2025 was 31,08,546 unique visits. The Plaintiff has received registrations for the Plaintiff’s Marks in Classes 3 and 35. The details of the registrations of the Plaintiff’s Marks are as under:

S. No.	TMA No.	Trade mark	Date of Appl.	User Claim, if any	Class	Status
1.	5060946	PLUM	27/07/2021	17/04/2014	3	Registered
2.	4827197	PLUM	20/01/2021	14/07/2014	35	Registered
3.	2577716		08/08/2013	Proposed to be used	3	Registered
4.	2596676		16/09/2013	Proposed to be used	3	Registered
5.	4827198		20/01/2021	01/06/2015	35	Registered
6.	2525797	PLUM TREE	06/05/2013	Proposed to be used	3	Registered
7.	4950742	#PLUMGOODNESS	20/04/2021	13/07/2018	3	Registered
8.	4950741	#PLUMGOODNESS	20/04/2021	13/07/2018	35	Registered
9.	5753735	PLUM BABY	06/01/2023	Proposed to be used	3	Registered
10.	5753737	PLUM THINK DERMA	06/01/2023	Proposed to be used	3	Registered
11.	5753739		06/01/2023	Proposed to be used	3	Registered



12.	5753741		06/01/2023	Proposed to be used	3	Registered
13.	5753887	PLUM PROJECT BLACKBOARD	10/01/2023	12/12/2022	35	Registered
14.	6726265		25/11/2024	04/10/2024	3	Pending
15.	6726266		25/11/2024	04/10/2024	35	Pending
16.	4886311		02/03/2021	11/10/2020	3	Pending
17.	3753838	PHY	15/02/2018	Proposed to be used	3	Registered
18.	3834295		16/05/2018	Proposed to be used	3	Registered
19.	4926821		30/03/2021	Proposed to be used	3	Registered
20.	4378309	BODYLOVIN'	16/12/2019	Proposed to be used	3	Registered
21.	4378311		16/12/2019	Proposed to be used	3	Registered



25.3. The Plaintiff has incurred significant expenditure and efforts on the promotion of its products sold bearing the Plaintiff's Marks. The total expenditure on promotions made by or on behalf of the Plaintiff for the Financial Years ("FY") 2014-15 to 2024-25 is as tabulated below:

Financial Year	INR (in lakhs)
2014-2015	18.9
2015-2016	23.4
2016-2017	68.6
2017-2018	176.4
2018-2019	697.9
2019-2020	2080.4
2020-2021	4381.5
2021-2022	9,683.9
2022-2023	16,050.2
2023-2024	15,043.0
2024-2025	13,923.5

25.4. The sales of Plaintiff have grown enormously on account of the high quality of products being maintained by the Plaintiff from year to year apart from increasing consumer satisfaction, due to which they have managed to create a special niche for themselves in the relevant trade. The details of the turnover made by the Plaintiff in the FYs 2014-15 to 2024-25 is as tabulated below:

Financial Year	INR (in lakhs)
2014-2015	30.07
2015-2016	104.6
2016-2017	407.3
2017-2018	906.02
2018-2019	2187.5
2019-2020	5231.6



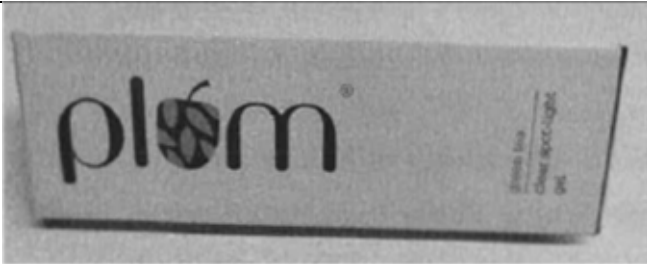
2020-2021	9056.5
2021-2022	18,453.0
2022-2023	13,0957.3
2023-2024	32,676.1
2024-2025	40,185.2

- 25.5. The products marketed by the Plaintiff generally carry a shelf life of 24-30 months and all products which cross their expiry date are called back from the market, segregated and disposed of in a regulated manner. Such expired products are thereafter sold exclusively to scrap dealers for the purpose of scrapping and destruction. The Plaintiff also identifies packaging material which is no longer usable, either due to damage or due to the absence of any production plan for their consumption in finished goods manufacturing. Any such packaging material is also segregated and sold to scrap dealers for appropriate disposal.
- 25.6. The Defendant, *Lord of Cosmetics*, is a proprietorship concern of Ms. Ginni and is engaged in sale of various skin care, hair care and beauty products. In and around last week of October 2025, the Plaintiff learnt about the Defendant promoting and selling Plaintiff's products at highly discounted prices ("**Impugned Products**"). Suspecting counterfeiting and / or tampering of the Plaintiff's products, the Plaintiff undertook an investigation into the infringing activities of the Defendant. Further, it was revealed upon investigation that the Defendant was actively promoting sale of the Impugned Products at hefty discounts on the internet through various third-party YouTube channels and social media



pages on Instagram and Facebook.

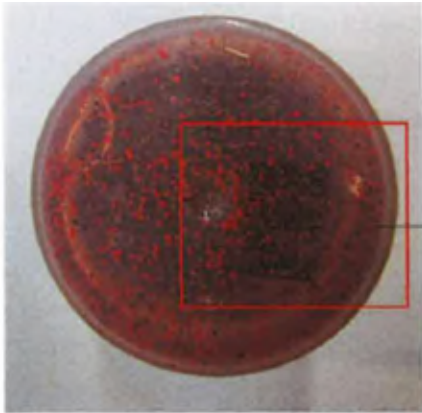
25.7. A perusal of the Defendant's promotional content, reveals that the Defendant operates exclusively as a wholesale store and claims to be offering at least 85-90% discount on the Plaintiff's products. Upon a field investigation, it was revealed that the Defendant offers products only for wholesale with a minimum purchase of ₹5,000/-. Accordingly, the investigator procured a huge number of Impugned Products. From procurement of the Impugned Products, the Plaintiff found out that the Defendant is procuring the expired products of the Plaintiff and tampering with them to sell them at a discounted rate. An illustration of the tampering by the Plaintiff is evident through the following comparison:

Plaintiff's PLUM Products procured from the Defendant	Evidence of tampering
	It is stated that the said product, 'Plum Green Tea Clear Spot-Light' Gel has been discontinued by the Plaintiff and last date of manufacturing was 10th March 2023.
	However, a perusal of the second image (left) indicates that the procured product has been manufactured in May 2025.



	 	Similarly, the 'Plum Body Lovin' Body Oil - Everything Plum' has also been discontinued with the last manufacturing date being 10th February 23. However, a perusal of the procured product reflected the manufacturing date of July 2025.
	 	It is further stated that the Plaintiff's PHY Anti-Acne Action Superlight Moisturizer is also a discontinued product and last manufacturing date for this product was 23rd March 2023. However, the procured product is stated to be manufactured in March 2025.
	 	That the last manufacturing date for Plum tea tree dandruff fighting scalp serum was 21st March 2024, however, the procured product is claimed to be manufactured in July 2025.



  B. No. EN25 MFG 07/25 UB 06/27 RS. 149.00	Similarly, the Plum Body Lovin Gel body scrub (25 gm) was last manufactured on 1st September 2023, while the procured products reflect the manufacturing date as July 2025. It is further stated that the said product of the Plaintiff also included a label bearing manufacturing details, etc. affixed at the bottom of the jar/product packaging, however, the procured product shows the said details imprinted on the product jar itself.
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25.8. The Defendant has procured all discontinued and expired Plaintiff's products and put them into the market by altering their manufacturing and other details such as expiry date for deriving illicit commercial gains. Most of Plaintiff's products do not bear an expiry date *per se* but indicate expiry period from the date of manufacturing, such as, for instance – 'Best before 24 months', as such any alteration of the manufacturing date on an expired product would automatically result in extending the expiry



period thereof. The Defendant thus, by altering the manufacturing date on the Plaintiff's expired products is selling the same as legitimate products.

26. 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 registered proprietor of the Plaintiff's Marks. The Plaintiff has been able to establish long and continuous use of the Plaintiff's Marks with respect to beauty, skincare and personal care products. The Plaintiff has demonstrated the goodwill and reputation acquired by the Plaintiff's Marks. The Plaintiff's turnover for the FY 2024-25 was ₹4,018,520,000. The Defendant's sale of the Impugned Products is *prima facie* dishonest and nothing but an attempt to ride the goodwill and reputation of the Plaintiff's Marks so as to cause confusion in the market.

27. A *prima facie* case has been made out on behalf of the Plaintiff 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.

28. The Defendant is not only riding on the immense and valuable goodwill and reputation enjoyed by the Plaintiff but are also attempting to show some association or nexus with the Plaintiff, where none exists. There is a strong likelihood that unwary consumers will be duped into buying the impugned Products by believing them to be originating from the Plaintiff, which is detrimental to not only the reputation and goodwill of the Plaintiff, but is also detrimental to the consumers as they are being deceived into buying inferior quality products of the Defendant.



29. Accordingly, till the next date of hearing, the Defendant, its proprietors, partners, directors, principal officers, associates, affiliates, licensees, distributors, dealers, stockists, retailers, servants, agents, and all others acting on their behalf are restrained from manufacturing, selling, advertising, offering for sale, retailing, distributing, importing, exporting, either directly or indirectly, and either online or offline, dealing in any product under the Plaintiff's Marks, 'PLUM', 'plom', '#PLUMGOODNESS', 'plom', 'plom', 'Body Lovin', 'PHY' and 'PHY' ("Plaintiff's Marks") or any other Mark which is identical or deceptively similar to the Plaintiff's Marks, amounting to infringement of the Plaintiff's Marks and / or passing off, causing dilution of the Plaintiff's goodwill and reputation.

30. 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.

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

32. List before this Court on 26.02.2026.

I.A. No. 27463/2025 (for Appointment of Local Commissioner)

33. 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. 27462/2025 under Order XXXIX Rule 1 & 2 of the CPC.



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

Sr. No.	Particulars	Name of Local Commissioner
1.	B-9, Road No. 65, Main Road Naveen Shahdara, Near Welcome Metro Station, Muskan Chowk, Delhi-I I 0051	Ms. Kanishka Singh, Advocate Mobile No.: [+91-9711453557]

35. 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 the Impugned Products, either in fully or semi-manufactured condition bearing the

Plaintiff's Marks, 'PLUM', 'plom', '#PLUMGOODNESS', 'plom', 'plom', 'BODY LOVIN', 'PHY' and 'PHY' ("Plaintiff's Marks") or packaging bearing Marks which are identical or deceptively similar to the Plaintiff's Marks.

ii) If knowledge is acquired of any other premises than the aforesaid premises, where the Impugned Products bearing the Plaintiff's Marks could be stored, 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 inspect and seize any product materials including pamphlets, brochures, stickers, packaging



materials, dyes or blocks used for preparing the manufacturing materials, display boards, sign boards, advertising material, dies or blocks, unfinished, packed, unpacked Impugned Products or any other documents, wrapper etc., so that it can be ensured that no fresh manufacturing of the Impugned Products can take place;

iv) The learned Local Commissioner shall also obtain the details as to since when the Impugned Products are being dealt with by the Defendant and obtain copies of the accounts if the same is found to be sold in market;

v) 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 Impugned Products, if any. 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;

vi) After preparation of the inventory, the Impugned Products including packaging materials, advertising, promotional materials, pamphlets, brochures, boxes, videos, hoardings, banners, signage, cartons and other material and packaging bearing the Plaintiff's Marks or any other Marks which are similar to the Plaintiff's Marks shall be released to the Defendant on *superdari*. The monetary value of the stock shall also be ascertained;

vii) The learned Local Commissioner is also permitted to break open the locks, with Police help, if access to the premises where the



Impugned Products have been stocked / manufactured, is denied to the Commissioner;

viii) Upon being requested, the concerned Station House Officer (SHO) shall render necessary cooperation for execution of the Commission, as per this order;

ix) The learned Local Commissioner is permitted to take photographs and videos 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;

x) 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.

36. 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.

37. 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.

38. The fees of the learned Local Commissioner is fixed at ₹1,50,000/- (Rupees One Lakh Fifty Thousand 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.



39. The Commission shall be executed within a period of two weeks and the report of the learned Local Commissioner shall be filed within a period of two weeks thereafter.
40. Compliance of Order XXXIX Rule 3 of CPC shall be done within two weeks after the execution of the Commission.
41. 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.
42. List before this Court on 26.02.2026.
43. Order *dasti* under the signature of the Court Master.

TEJAS KARIA, J

NOVEMBER 6, 2025
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