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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1231/2025**
HERO INVESTCORP PVT. LTD. & ANR.Plaintiffs
Through: Mr. Krtin Bhasin, Mr. Kunal Khanna,
Mr. Madhav Anand, Mr. Yashveer
Singh, Mr. Udit Sharma & Mr. Kaulik
Mitra, Advocates.

versus

**NANDINI INDUSTRIES THROUGH ITS PROPRIETOR SONALI
DEVI**Defendant

Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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17.11.2025

I.A. 28601/2025 (Exemption from pre-institution Mediation)

1. This is an Application filed by the Plaintiffs 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. 28602/2025 (Extension of time to file Court Fees)

4. The present Application has been filed by the Plaintiffs under Section 149 read with Section 151 of the Code of Civil Procedure, 1908, seeking exemption from payment of Court Fees at the time of the filing of the Suit.

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5. Considering the submissions made in the present Application, time of two weeks is granted to deposit the Court Fees.

6. The Application stands disposed of.

I.A. 28603/2025 (Exemption from advance service to the Defendant)

7. This is an Application filed by the Plaintiffs under Section 151 of the CPC seeking exemption from advance service to the Defendant.

8. Mr. Krtin Bhasin, learned Counsel for the Plaintiffs 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.

9. In view of the fact that the Plaintiffs have 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.

10. The Application is disposed of.

I.A. 28604/2025 (To mask the identities of parties)

11. The Plaintiffs apprehend failure of the Local Commission if the identity of the Defendant is revealed and has requested masking of identities of the Parties till the filing of the report of the Local Commissioner in compliance with the Practice Direction No.139/Rules/DHC dated 27.05.2025.

12. Exemption is granted, subject to all just exceptions.

13. The Application is disposed of.

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14. Let the Complaint be registered as a Suit.

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



16. 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 Plaintiffs, without which the Written Statement shall not be taken on record.

17. Liberty is granted to the Plaintiffs 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 Plaintiffs, without which the Replication shall not be taken on record.

18. 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.

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

20. List before the learned Joint Registrar on 06.01.2026 for completion of service and pleadings.

I.A. 28599/2025 (U/O XXXIX Rules 1 & 2 of CPC)

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

22. The present Suit has been filed by the Plaintiffs to, *inter alia*, restrain the Defendant from selling and offering for sale of their automotive lubricant bottles which are allegedly identical, fraudulent, and obvious imitation of the Plaintiff's registered Design Nos. 311300 and 311301 dated 25.10.2018 ("**Suit Designs**"), sold as 'HERO GENUINE OIL' with its unique label.



23. The learned Counsel for the Plaintiffs made the following submissions:

23.1. Plaintiff No. 1 is the owner and proprietor of the Marks 'HERO'

/  / 'Hero' /  ' ("Subject Marks"). Plaintiff

No. 2 is engaged in the business of manufacturing and selling motorcycles, scooters and their parts and accessories under the Mark 'HERO' since the 1980s.

23.2. The Subject Marks are reputed in the automotive industry and associated exclusively with the Plaintiffs and their products. Plaintiff No. 1 and its group companies currently own over 2,000 registrations / applications for registrations of the Mark 'HERO' in 121 countries across the world. The details of registrations of some of the Subject Marks in favour of Plaintiff No. 1 are reproduced below:

Trademark	Class	TM Application No.	Date of Registration	Valid upto
HERO (word mark)	4	2205777	15.09.2011	15.09.2031
HERO (word mark)	12	235780	13.06.1966	13.06.2028
 (H device)	9, 12, 16, 25, 35, 36, 37, 4, 42	2191293	16.08.2011	16.08.2031
 (Device Mark)	9, 12, 16, 25, 35, 36, 37, 41, 42 and 99	2191294	16.08.2011	16.08.2031
 (Device Mark)	4	2314273	12.04.2012	12.04.2032



 (H device)	4	2314274	12.04.2012	12.04.2032
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23.3. Plaintiff No. 2 uses the Subject Marks by virtue of authority letter dated 10.05.2022 issued by Plaintiff No. 1 in favour of Plaintiff No. 2. Plaintiff No. 2 uses the Subject Marks for its diverse range of products which include superior quality engine oil / automotive lubricant sold as ‘HERO GENUINE OIL’ bearing the Suit Designs (“**HERO GENUINE OIL**”). The HERO GENUINE OIL is specifically designed with advanced fuel-saving techniques in order to maximize fuel efficiency and ensure engine health.

23.4. In order to ensure that the Subject Marks are solely associated with the HERO GENUINE OIL, Plaintiff No. 2 came up with the Suit Designs with the Subject Marks prominently displayed on the distinguishing label of the HERO GENUINE OIL. The Suit Designs have over the years come to be solely associated with the HERO GENUINE OIL and its monumental sales also serve as evidence of its popularity.

23.5. In the last week of October 2025, the Plaintiffs discovered that the Defendant is carrying out sales of products identical to the Suit Designs. In order to reach the depth of the Defendant’s alleged activities, the Plaintiffs’ investigator reached the Defendant’s premises at Bhiwadi, Rajasthan posing as a buyer of lubricant oil and confirmed that the Defendant is selling bottles bearing the Suit Designs. The investigation established that the Defendant is



selling unauthorized replicas of the Suit Design and infringing upon the Subject Marks by applying them on its products in a deceptively similar manner for the sale of the products which are identical to the bottles of the HERO GENUINE OIL (“**Impugned Products**”).

23.6. The investigator met the person in charge at the Defendant’s premises, who revealed that the Defendant has been selling the Impugned Products and supplying the Impugned Products in bulk orders across India to multiple states. During the conversation, the person in charge further stated that they could provide bottles similar to the bottles of the HERO GENUINE OIL.

23.7. A comparison of the Plaintiffs’ product bearing the Suit Designs and the Impugned Products are reproduced below:

PLAINTIFF’S PRODUCT	DEFENDANT’S PRODUCT
	



23.8. Further, a photograph of the Impugned Products bearing the Mark 'HERO' as that of the Plaintiffs' products is reproduced below:



<u>Mark on Plaintiff's Lubricant Bottle</u>	<u>Mark on Defendant Counterfeit Bottle</u>
	

23.9. It is unlikely that being engaged in the business of storing, selling plastic bottles for lubricant oils, the Defendant is unaware of the popularity of the Plaintiffs products sold in the market bearing the Subject Marks and in Suit Designs.

23.10. The Defendant is riding on the goodwill and reputation enjoyed by the Plaintiffs and attempting to create a false association or nexus with the Plaintiffs where none exists. As a result, unaware and unwary consumers are likely to be deceived into purchasing the Impugned Products, believing them to be those of the Plaintiffs amounting to passing off. Such actions are detrimental to the reputation and goodwill of the Plaintiffs and against public interest, as consumers are misled into purchasing inferior quality Impugned Products, which do not meet the same safety, durability, and quality standards as those of the Plaintiffs.

23.11. The Defendant is violating the common law and statutory rights of the Plaintiffs as it is using the Suit Designs of the Plaintiffs. The Defendant has adopted each and every aspect of the Suit



Designs amounting to infringement of the Plaintiffs' rights under Design Act, 2000.

23.12. The Plaintiffs' business depends on quality, durability, performance and reliability of their products, which is closely linked to consumer expectations from the Plaintiffs. The Defendant has copied Plaintiffs' rightfully owned Suit Designs to indicate an association or extended product variant with Plaintiffs. There is a grave apprehension that the Defendant would be using similar labels and logos, along with an overall look, feel, getup, and packaging that closely resemble the Plaintiffs' products intended to create consumer confusion and undermine the Plaintiffs' goodwill making it difficult for consumers to differentiate the Plaintiffs' products from those of third parties. The resulting harm to the Plaintiffs' goodwill and market position is irreparable and cannot be quantified or compensated in monetary terms.

23.13. Thus, the Plaintiffs have a *prima facie* case, and the balance of convenience and equities are tilted in the Plaintiffs' favour and against the Defendant. The only beneficiary of the activities of the Defendant is the Defendant himself who is motivated merely by profit and has exhibited a blatant disregard for both the law of the land and the interest of consumers. In case the reliefs of *ex-parte ad-interim* injunction is not granted in favour of the Plaintiffs, then the Plaintiffs are likely to continue to suffer



irreparable harm, loss and injury for which it cannot be compensated monetarily.

24. Having considered the pleadings, documents and submissions advanced on behalf of the Plaintiffs, it is clear that Plaintiff No. 1 is the registered proprietor of the Subject Marks and that the Plaintiffs have reputation and goodwill in respect of the Subject Marks and the Suit Designs. The photographs, and documents placed on record show that the Defendant has been manufacturing and selling Impugned Products bearing marks and designs identical to the Subject Marks and the Suit Designs respectively. Such adoption and use of the Subject Marks and the Suit Designs is clearly calculated to mislead consumers into believing that the Impugned Products originate from, or are associated with the Plaintiffs.

25. The nature of the products in question, namely engine oil / automotive lubricant bottles are purchased by a wide spectrum of consumers on the strength of brand value, quality, and reliability. The circulation of the Impugned Products without any quality assurances is bound to erode consumer trust and confidence in the Plaintiffs' products and tarnish the reputation built over decades of trade, both in India and internationally.

26. A *prima facie* case is made out that the acts attributed to the Defendant are such as to cause deception and confusion in the course of trade and amount to passing off as well as infringement of the Plaintiffs' Subject Marks and Suit Designs. The balance of convenience lies in favour of the Plaintiffs, and if the Defendant is not restrained from dealing in the Impugned Products the same shall result in irreparable harm to the Plaintiffs' goodwill and reputation.



27. Accordingly, till the next date of hearing, the Defendant, its proprietor or partners, its associates and agents, officers, employees, distributors, franchisee, representatives and assigns and all others acting for and on their behalf are restrained from manufacturing, promoting, trading, supplying,

selling, marketing any product bearing the Subject Marks 'HERO' / ' ,

/ ' , / ' , or any other mark / logo / labels which is identical and similar to the Subject Marks and the bottles that are in any manner identical or similar and / or fraudulent imitation of the Suit Designs namely Design Nos. 311300 and 311301.

28. 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.

29. List before this Court on 12.03.2026.

I.A. 28600/2025 (for Appointment of Local Commissioner)

30. The present Application has been filed by the Plaintiffs 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 Plaintiffs' case and has granted an *ex-parte ad-interim* injunction as recorded above in I.A. 28599/2025 under Order XXXIX Rule 1 and 2 of the CPC.

31. 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:

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Sr. No.	Particulars	Name of Local Commissioner
1.	Nandini Industries situated at Plot No. J - 1158, Riico Industrial Area, Bhiwadi - 301019, Dist. Alwar, Rajasthan.	Ms. Anjali Kapoor, Advocate [Contact No.: 9810553015]

32. 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 any Impugned Products, fully or semi-manufactured Impugned Products of the Defendant.
- ii) If knowledge is acquired of any other premises than the aforesaid premises, where the Impugned Products 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 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 used 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 bearing the Subject Marks and packaging which are similar to the Plaintiffs' products bearing the Suit Designs 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 record videos of the proceedings of the Commission, if it is deemed appropriate. Two representatives of the Plaintiffs, 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.

33. Either the learned Counsel for the Plaintiffs 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.

34. 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.

35. The fees of the learned Local Commissioner is fixed at ₹2,00,000/- (Rupees Two Lakh only) excluding out of pocket expenses, travel, lodging etc. All the aforesaid expenses shall be borne by the Plaintiffs and paid in advance to the learned Local Commissioner named hereinabove.

36. The Commission shall be executed on 25.11.2025 and the report of the learned Local Commissioner shall be filed within a period of two weeks thereafter.

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



38. 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.

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

TEJAS KARIA, J

NOVEMBER 17, 2025/ 'A'