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

+ **CS(COMM) 1239/2025**

ASHIRVAD PIPES PRIVATE LIMITED

.....Plaintiff

Through: Mr. Prashant Gupta & Mr. Karan
Singh, Advs.

versus

M/S AMI INDUSTRIES AND ORS & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **18.11.2025**

I.A. 28704/2025 (seeking exemption from pre-institution mediation)

1. This is an application under Section 12A of the Commercial Courts Act, 2015 read with Section 151 Code of Civil Procedure, 1908, ['CPC'] filed by the plaintiff seeking exemption from instituting pre-litigation mediation and settlement.

2. Having regard to the facts that the present suit contemplates urgent interim relief and in light of the judgement of the Supreme Court in **Yamini Manohar v. T.K.D. Keerthi**¹, exemption from the requirement of pre-institution mediation is granted to the plaintiff.

3. Accordingly, the application stands disposed of.

I.A. 28703/2025 (seeking exemption from advance service)

4. This is an application filed under Section 151 of CPC on behalf of the plaintiff seeking exemption from serving the suit papers to the defendants.

¹ (2024) 5 SCC 815



5. In view of the fact that the plaintiff has sought an ex-parte ad-interim injunction along with the appointment of a Local Commissioner, the exemption from effecting advance service upon the defendants is granted.

6. Accordingly, the application stands disposed of.

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7. Let the plaint be registered as a suit.

8. Summons be issued to defendants by all permissible modes on filing of the process fee. An affidavit of service be filed within two (2) weeks.

9. The summons shall indicate that the written statement(s) must be filed within thirty (30) days from the date of receipt of the summons. The defendants shall also file affidavit(s) of admission/denial of the documents filed by the plaintiff, failing which the written statement(s) shall not be taken on record.

10. The plaintiff is at liberty to file replication thereto within thirty (30) days after filing of the written statement(s). The replication shall be accompanied by an affidavit of admission/denial in respect of the documents filed by the defendants, failing which the replication shall not be taken on record.

11. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

12. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

13. List before Court on **24.12.2025**.

I.A. 28701/2025 (Under Order XXXIX Rule 1 and 2 CPC)



14. The present suit has been filed seeking permanent injunction restraining the defendant from infringing the trademark of the plaintiff, passing off and other ancillary reliefs.

15. Learned counsel for the plaintiff sets up the plaintiff's case as under:

16. The Plaintiff has been engaged in the business of manufacturing and selling pipes, pumps, and fittings under the trademark "ASHIRVAD" and

logos ,  and its formative marks ("ASHIRVAD Marks"), and has established itself as a pioneer in the design, development, and manufacture of a wide range of pumps, pipes, and fittings. It holds several trademarks registrations in Classes 7 and 17. Details of the registrations are mentioned in paragraph 12 of the plaint.

16.1. It is stated that in the year 1978 the plaintiff secured its first registration for the word mark ASHIRVAD under number 333673 in class 17 in relation to pipes with a user claim of 01.01.1966.

16.2. It is stated that Ashirvad Enterprises Private Limited obtained its first trademark registration in Class 7 under number 1276664 in respect of submersible and various other types of pumps and pump-sets, with a user claim of 01.08.2001. Subsequently, on 05.03.2012, Ashirvad Enterprises Private Limited assigned all its trademark rights, including the aforementioned registration under number 1276664 in Class 7, to the plaintiff.

16.3. The plaintiff's sales turnover for the products sold under the trademark ASHIRVAD for the year 2024-2025 is Rs. 4,584.74 crores, as mentioned in paragraph 14 of the plaint.



16.4. The plaintiff has expended huge sums of money towards advertisement and promotion of its products. The sales promotion expenditure incurred by the plaintiff in 2024-2025 is Rs. 60,99,33,384 crores as mentioned at paragraph 13 of the plaint.

Overview of the Defendants

16.5. Defendant Nos. 1 and 2 are sole proprietorship firms owned by Mr. Kamlesh Kumar whereas the Defendant No. 3 is a sole proprietorship firm of Mr. Rakesh Kumar, who is Mr. Kamlesh Kumar's sibling.

16.6. Defendants are engaged in the business of manufacturing and supplying various kinds of pumps and control panels for pumps ('Impugned products') and have dishonestly adopted the marks "ASHIRVAD", "ASHIRWAD" and "AASIRBAD" ('Impugned Marks') for the said products.

Overview of the Infringement

16.7. It is the case of the plaintiff that in July 2025, the plaintiff learnt about the use of impugned marks by the defendants with respect to the submersible pumps and control panels for operating submersible pumps.

16.8. It is stated that the defendants are also engaged in selling their impugned products through third-party websites such as IndiaMart as mentioned in paragraph 21 of the plaint.

16.9. Upon investigation, the plaintiff's investigator procured the impugned products on 03.08.2025 along with tax invoices under nos. 226 and 92 dated 30.07.2025 which were issued in the name of defendant nos. 1 and 2, respectively.

16.10. It is stated that upon examination of the products bearing the impugned marks, it was further observed that the defendants have affixed a



fictitious manufacturer's name "M.K. Industries (India)" and/or "MKI", on the impugned goods.

The use of such dummy identifiers indicates a clear mala fide intention on the part of the defendants to conceal their identity and evade liability arising from the unauthorised use of the plaintiff's ASHIRVAD marks.

16.11. Further it is stated that the defendants are using three variants of the plaintiff's well-reputed ASHIRVAD marks. The first variant, ASHIRVAD, is identical to the plaintiff's registered trademark. In the second variant, "ASHIRWAD", the defendants have merely replaced the letter "v" with "w," yielding the mark ASHIRWAD, which remains visually, phonetically, and structurally almost indistinguishable from the plaintiff's well-reputed and registered mark. The third variant, AASIRBAD, constitutes a colloquial rendition of the plaintiff's ASHIRVAD mark and similarly produces an overall impression that is virtually identical.

16.12. It is stated that the plaintiff is a reputed manufacturer of pipes and pumps which are available in the same shops where the defendants' products are sold and are purchased by contract labourers, plumbers, etc who are likely to be deceived or confused or assume or nexus between plaintiff's reputed ASHIRVAD mark and the defendant's products due to the identity of the impugned mark. Such unauthorised use is causing continuous harm to the plaintiff, including brand dilution, loss of sales, and reputational damage.

Court's Findings:

17. This Court has heard the learned counsel for the plaintiffs and has perused the record.

18. The plaintiff is the registered proprietor of the wordmark ASHIRVAD



and logo marks  and  under Class 7 and 17 and has been using the same for almost five decades.

19. Upon query from the Court, the plaintiff clarifies that it manufactures pipes and fittings and is not manufacturing pumps currently though it holds the registration in the relevant Class 7. It however states that both pipes and pumps are available in the same shops and therefore, the trade channels and the class of consumers are common.

20. The facts set out in the plaint as noticed above evidence the formidable reputation and goodwill built by the plaintiff in its trademark ASHIRVAD. Considering the voluminous sales of the plaintiff's products and its advertisement expenses, there can be no cavil that the mark ASHIRVAD is associated with the plaintiff for pipes and fittings.

21. The defendant's adoption of the impugned marks being engaged in the same business as of the plaintiff, which are sold through the same trade channels and purchased by the same category of consumers does not appear to be in good faith. The near-identity between the plaintiff's reputed ASHIRVAD mark for pipes and fittings and the defendants' impugned mark creates a strong probability that such consumers will mistakenly assume an association, affiliation, or nexus between the defendants' goods and those of the plaintiff. Consequently, the defendants' adoption and use of the impugned mark is likely to mislead the relevant public and amounts to infringement.

22. The plaintiff has placed on record the photographs of the packaging of the defendants' products which prominently displays the impugned marks. Not only the impugned mark ASHIRVAD is identical in its spelling but



defendants also use the identical colours red and/or black for the impugned marks. The other variants used by the defendant i.e., ASHIRWAD and AASIRBAD are phonetically and deceptively similar to the plaintiff's mark. The plaintiff adopted the mark in 1978 and its sale figures of Rs. 4584.74 crores in the year 2024-25 prima facie shows its reputation and good will in the field of pipes and fittings. The adoption of the impugned mark by the defendant for its products i.e., submersible pumps which are allied to pipes and fittings and sold through the same trade channels and to the same consumers does not appear to be bona fide.

23. In the overall conspectus, the plaintiffs have made out a prima facie case for the grant of ex parte ad-interim injunction against the defendants. This Court is satisfied that if an ex parte ad-interim injunction is not granted at this stage, irreparable harm/injury would be caused to the plaintiff. Balance of convenience also lies in favour of the plaintiff, and against the defendants.

24. Accordingly, till the next date of hearing, the defendants, their agents, servants, representatives, stockists, dealers, distributors, or any other person acting under or through them or in concert with them are hereby restrained from using upon or in relation to their business and products, the mark(s) **"ASHIRVAD"**, **"ASHIRWAD"** or **"AASIRBAD"** or any other mark/logo which is identical with or deceptively or confusingly similar to the Plaintiff's mark **"ASHIRVAD"** and its logos  or



or either as a standalone mark/ logo and/or in conjunction with any other mark/ logo, which infringes , or tarnishes or dilutes the



Plaintiff's registered marks.

25. In view of the fact that the Plaintiffs have sought appointment of a Local Commissioner to seize the infringing product bearing the impugned marks, the very purpose of the grant of ex parte ad-interim injunction would be defeated if the Defendant is given notice contemplated in Order XXXIX Rule 3 of CPC prior to the execution of the commission. Hence, it is directed that the Plaintiffs shall serve notice under Order XXXIX Rule 3 of CPC at the time of execution of the Local Commission, which shall not be later than two (2) weeks from today. An affidavit of compliance must be filed within two (2) weeks.

26. Upon steps being taken by the Plaintiff, issue notice to the Defendants through all modes.

27. Reply be filed by Defendant No. 1 within four (4) weeks from receipt of notice.

28. Rejoinder thereto, if any, be filed within four (4) weeks thereafter.

29. List before Court on **24.12.2025**.

I.A. 28702/2025 (for appointment of Local Commissioner)

30. This is an application filed under Order XXVI Rule 9 read with Section 151 of CPC for appointment of a Local Commissioner.

31. Learned counsel for the plaintiff states that the Local Commissioner may be appointed at the cost of the plaintiff and it shall not claim this cost towards the legal cost of the suit.

32. He states that the Local Commissioner is being sought for the limited purpose of making an inventory of the stock available with the defendants under the impugned marks so as to assist the plaintiff in quantifying its claim for damages.



33. He states that the plaintiff is not pressing for seizure of the defendant's goods bearing the impugned mark "ASHIRVAD", "ASHIRWAD" and "AASIRBAD".

34. He prays for one Local Commissioner for the two locations mentioned in the application.

35. Thus, for the limited purpose of inventorying the products sold by the Defendant under the impugned marks, this Court deems it appropriate to appoint one (1) Local Commissioner and the details pertaining to the appointment are as under:

S.No	Addresses	Particular
1.	1. Shivdaspur, PO - Manduadih, Industrial Estate Road, Near Samrat Dharam Kanta, Varanasi -221103, Uttar Pradesh. 2. Near Jag Narayan Inter College, Lohta Bazar, Varanasi - 221103, Uttar Pradesh	Mr. Mayank Joshi, Advocate M. No. 9910454971 E. No. D/5526/2019

36. The mandate of the Local Commissioner is as under: -

- I. The Local Commissioner shall visit the premises of the Defendant as mentioned above, to inspect the infringing product bearing the impugned mark.
- II. The Local Commissioner is permitted to inspect the products bearing the impugned mark at the above premises and if knowledge is acquired of any other premises where the goods could be stored, the Local Commissioner is free to record the same and then visit the other premises and conduct an inspection there as well.



- III. It shall make an inventory of the products found; however, it shall not seize the said products. The inventory shall be signed by the Defendant. The inventory will be made of not only the finished products but also packaging bearing the impugned mark/logo found at the premises.
- IV. The Local Commissioner shall also obtain the details as to since when infringing goods bearing the impugned mark are being used by the Defendant and obtain copies of the account, if the same is found to be sold in the market.
- V. The Local Commissioner is also permitted to break open the locks, with the help of the local police, if access to the premises where the infringing products have been stocked/manufactured, is denied to the Commissioners.
- VI. Upon being requested, the concerned, the Station House Officer [‘SHO’] and/or the concerned Superintendent of Police and/or Commissioner of Police having jurisdiction over the aforesaid jurisdiction, shall render necessary cooperation for execution of the commission, as per this order.
- VII. The Local Commissioner is permitted to take photographs and videography of the proceedings of the commission, if it is deemed appropriate.
- VIII. The 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.



- IX. Copy of the order and complete paper book shall be served by the Local Commissioner upon the Defendant at the time of execution of commission.
37. The fee of the Local Commissioner is fixed at Rs. 2,50,000/-; (Rupees Two Lakhs Fifty Thousand Only) excluding out-of-pocket expenses, travel expenses, and accommodation expenses, etc., which are to be borne by the Plaintiffs.
38. The Local Commission shall be executed within two (2) weeks. The report of the Local Commissioner shall be filed within two (2) weeks thereafter.
39. The order passed today, shall not be uploaded for a period of two (2) weeks for enabling the execution of the commission.
40. Either, the learned counsel for the Plaintiffs or the learned Local Commissioner is directed to collect certified copy of this order from the Registry [Dispatch Branch] before for execution of the Commission.
41. The 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 at the time of the execution of the Commission.
42. *Coloured Copy of this order to be given dasti under the signatures of the Court Master.*

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 18, 2025/ng/AJ