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

+ **CS(COMM) 1277/2025**

LIFESTYLE EQUITIES C.V. AND ANRPlaintiffs

Through: Mr. Mohit Goel, Mr. Sidhant Goel,
Mr. Abhishek Kotnala and Mr.
Kartikeya Tandon, Advocates.

versus

**PRIYANKA ALPESHBHAI POLARA TRADING AS M/S
VIVAAN ENTERPRISE AND ANR.**Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **01.12.2025**

I.A. 29924/2025(Exemption)

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

I.A. 29921/2025(Extension of time to file Court Fees)

3. The present Application has been filed by the Plaintiffs under Section 149 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"), seeking exemption from payment of Court Fees at the time of the filing of the Suit.
4. Considering the submissions made in the present Application, time of two weeks is granted to deposit the Court Fees.
5. The Application stands disposed of.



I.A. 29922/2025(Exemption from pre-institution Mediation)

6. 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”).

7. 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.

8. The Application stands disposed of.

I.A. 29923/2025(Extension of time for filing the Certificate under Section 63(4)(c) of the Bharatiya Sakshya Adhiniyam, 2023)

9. The present is an Application filed by the Plaintiffs under Section 151 of the CPC seeking exemption from filing the requisite Certificate under Section 63(4)(c) of the Bhartiya Sakshya Adhiniyam, 2023.

10. The Plaintiffs shall file the relevant Certificate within a period of four weeks.

11. Accordingly, the Application is allowed in the aforesaid terms.

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12. Let the Plaint be registered as a Suit.

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

14. The Summons shall state that the Written Statement(s) shall be filed by the Defendants within 30 days from the date of the receipt of Summons. Along with the Written Statement(s), the Defendants shall also file an Affidavit of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement(s) shall not be taken on record.



15. Liberty is granted to the Plaintiffs to file Replication(s), if any, within 30 days from the receipt of the Written Statement(s). Along with the Replication(s) filed by the Plaintiffs, an Affidavit of Admission / Denial of the documents of Defendants be filed by the Plaintiffs, without which the Replication(s) shall not be taken on record.

16. 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.

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

18. List before the learned Joint Registrar on 19.01.2026 for completion of service and pleadings.

I.A. 29920/2025(Additional Documents)

19. The present Application has been filed on behalf of the Plaintiffs 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.

20. The Plaintiffs are permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

21. Accordingly, the Application stands disposed of.

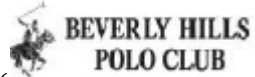
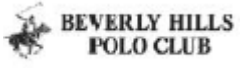
I.A. 29919/2025(U/O XXXIX Rule 1 and 2 of CPC)

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

23. The present Suit has been filed for permanent injunction restraining



infringement of the Trade Marks,  ,  ,

 ,  , and  , (“**Plaintiffs’ Marks**”), passing off, dilution, unfair competition for rendition of accounts/damages, delivery up, etc.

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

24.1 The Beverly Hills Polo Club brand was established in the year 1982 and is now one of the leading brands under which the Plaintiffs, through their licensees, sell various products including apparel, perfumes, deodorants, grooming products, shoes, watches and fashion accessories for men and women. The Plaintiffs first launched their products, under the Plaintiffs’ Marks, in the year 2007. In the year 2008, Plaintiff No. 1 Lifestyle Equities C.V., through Plaintiff No. 2 Lifestyle Licensing B.V., entered into an agreement dated 14.08.2008 with *Spencers Retail Limited* for the distribution and sale of products under the Plaintiffs’ Marks. Thereafter, pursuant to license agreement dated 26.12.2012, the Plaintiffs have tied up with *Apparel Group India Private Limited* for the distribution and sale of products under the Plaintiffs’ Marks in India.

24.2 The Plaintiffs’ Marks are invented and inherently distinctive Marks which constitute an essential feature of the Plaintiffs’



overall branding on all products sold by the Plaintiffs. The Plaintiffs' Marks are prominent features on all branding initiatives of the Plaintiffs, including store branding, advertising and promotional activities, amongst others. A key and essential element of the Plaintiffs' Marks is the distinctive image of a "charging polo pony, the rider, and the polo stick or mallet",



i.e., ' ' (**"Polo Player Device"**).

24.3 The Plaintiffs' Marks right from their adoption and use, were immediately successful, and the Plaintiffs rapidly emerged as a global premium brand. In order to protect and promote the unique and distinctive look of the Plaintiffs' Marks, the Plaintiffs have also issued detailed brand guidelines that, *inter alia*, set out even the size and color of the Plaintiffs' Marks on their products.

24.4 Since the year 2007 in India, and otherwise since the year 1982 outside India, the Plaintiffs' Marks have been used by the Plaintiffs extensively and continuously. This entails a use of the Plaintiffs' Marks for over eighteen years in India alone. In India the Plaintiffs' Marks have been registered in the name of Plaintiff No. 1. The details of the registrations under the Plaintiffs' Marks is as under:



S. No.	Mark	Registration	Class	Date of Filing
1.		586142	25	03.12.1992
2.		1501954	3, 9, 18, 24	07.11.2006
3.		1593674	35	22.08.2007
4.		2740491	3	20.05.2014
5.		2740492	9	20.05.2014
6.		2740493	18	20.05.2014
7.		2740494	24	20.05.2014



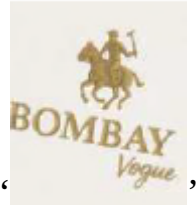
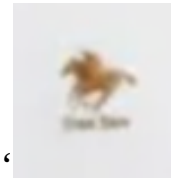
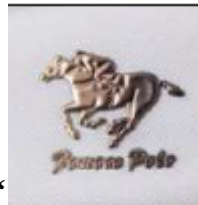
8.		2016560	09	31.08.2010
9.		2016561	14	31.08.2010
10.		2016562	36	31.08.2010
11.		2016563	42	31.08.2010
12.		2016564	43	31.08.2010
13.		2016565	44	31.08.2010
14.		2016566	45	31.08.2010
15.		4156882	24	24.04.2019
16.		4156887	45	24.04.2019
17.		4156878	09	24.04.2019
18.		4156877	03	24.04.2019



19.	 BEVERLY HILLS POLO CLUB	4156881	18	24.04.2019
20.	 BEVERLY HILLS POLO CLUB	4156883	25	24.04.2019
21.	 BEVERLY HILLS POLO CLUB	4156879	14	24.04.2019
22.	 BEVERLY HILLS POLO CLUB	4156884	36	24.04.2019

24.5 The enormous success enjoyed by the Plaintiffs under the Plaintiffs' Marks is also apparent from the tremendous revenues generated by them. The sales turnover attributable to the Plaintiffs' Marks in India alone runs into several crores of rupees. The revenue earned by the Plaintiffs in the Financial Year ("FY") 2024-25 in India was ₹47.21 crores. With a view to promote the Plaintiffs' Marks, the Plaintiffs have made and continue to make substantial investment in advertising and promotional activities on a worldwide basis including in India. The expenditure of the Plaintiffs towards advertising and promotional activities in FY 2024-25 was ₹1.41 crores.

24.6 The Plaintiffs are aggrieved by the use of the Marks,



(“**Impugned Marks**”) for dealing in apparels, polo t-shirts and clothing items for men and women (“**Infringing Products**”).

24.7 Sometime in the third week of November 2024, during a regular check on the internet conducted by the Plaintiffs in the ordinary course of business, the Plaintiffs came across the



Defendants’ use of the Impugned Marks, ‘



‘

dealing in apparels, polo t-shirts and clothing items for men and women through the website, <https://bombayvogue.in/>, (“**Defendants’ Website**”). The Defendants are also promoting the Infringing Products with the Impugned Marks from the Defendants’ Instagram account, <https://www.instagram.com/bombayvogue.india/?hl=en>, and Defendants’ Facebook account,



<https://www.facebook.com/p/Bombay-Vogue-61558398812765/>.

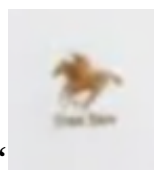
- 24.8 On a bare perusal of these Marks, the Plaintiffs found out that these Marks are identical and deceptively similar to the Plaintiffs' Marks. Aggrieved by the use of these Impugned Marks, the Plaintiffs sent the Defendants a cease and desist notice dated 18.11.2024 ("**Cease and Desist Notice**") calling upon Defendant No. 2 to cease use of the Marks which are deceptively similar to the Plaintiffs' Marks.
- 24.9 The Defendants as a response to the Cease and Desist Notice sent a reply dated 14.12.2024 ("**Reply**"), whereby the Defendants acknowledged the receipt of the Cease and Desist Notice and denied complying with the requisites of the Cease and Desist Notice on the basis of malicious, false and misplaced assertions. Pursuant thereto, the Plaintiffs conducted an online investigation and came to know that pursuant to the Reply, the Defendants had taken down some of the listings of the Infringing Products from the Defendants' Website.
- 24.10 Aggrieved by the act of the Defendants, whereby the Defendants only took down some of the listings of the Infringing Products from the Defendants' Website, the Plaintiffs issued a rejoinder dated 12.02.2025 ("**Rejoinder**") to the Reply to the Cease and Desist Notice reiterating the rights of the Plaintiffs with respect to the Plaintiffs' Marks and directing the Defendants to comply with the Cease and Desist Notice. However, even after the receipt of the Rejoinder to the

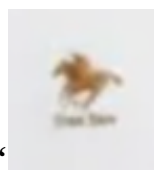


Reply to the Cease and Desist Notice, the Defendants did not delist all the Infringing Products from the Defendants' Website.

24.11 Thereafter, the Plaintiffs sent a second rejoinder on 09.04.2025 ("**Second Rejoinder**") to the Reply to the Cease and Desist Notice calling upon the Defendants' to remove the remaining listings for the Infringing Products from the Defendants' Website. Pursuant to the Second Rejoinder to the Reply to the Cease and Desist Notice the Defendants took down all of the listings for the Infringing Products and the Plaintiffs believed that the issue has been amicably resolved.

24.12 Thereafter, the Plaintiffs in the third week of November 2025, discovered that the Defendants have adopted the Impugned

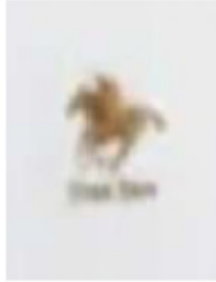


Marks, '  ', '  ', and '  ', and activated few of the listings of the Infringing Products which had been previously taken down by the Defendants. The Defendants were found to be using the Impugned Marks to promote, offer for sale, and sell the Infringing Products through the Defendants' Website.

24.13 On a bare comparison of the Impugned Marks and the Plaintiffs' Marks, it is evident that the Impugned Marks are visually, ideologically and conceptually identical to, or at the very least, deceptively similar to the Plaintiffs' Marks. The Impugned Marks prominently features the Polo Player Device

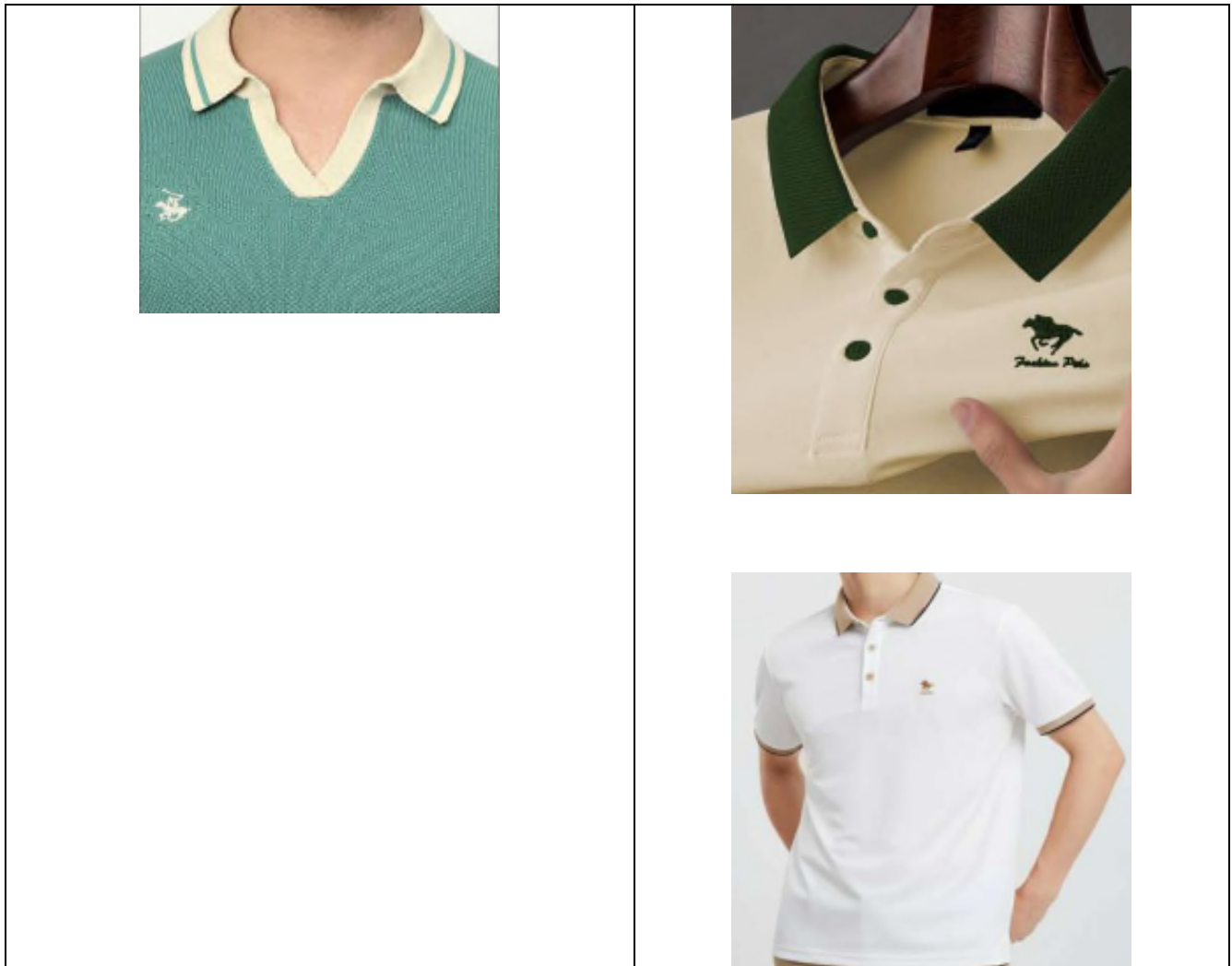


as a result of which the Impugned Marks are identical and / or deceptively similar to the Plaintiffs' Marks. A comparison of the Plaintiffs' Marks and the Impugned Marks is as under:

PLAINTIFFS' MARKS	IMPUGNED MARKS
    (Polo Player Device, which is the essential feature of Plaintiffs' Marks)	      



PLAINTIFFS' PRODUCTS	INFRINGING PRODUCTS
	
	
	
	



24.14 The Plaintiffs do not have an objection to the use of the Word Mark, 'BOMBAY VOGUE' however, the Word Mark, 'BOMBAY VOGUE' cannot be used in conjunction with the Polo Player Device.

25. Having considered the submissions advanced by the learned Counsel for the Plaintiffs, the pleadings and the documents on record it is clear that the Plaintiffs are the registered proprietor of the Plaintiffs' Marks. The Plaintiffs have been able to establish long and continuous use of the Plaintiffs' Marks with respect to apparel, perfumes, deodorants, grooming



products, shoes, watches and fashion accessories for men and women. The Plaintiffs have demonstrated the goodwill and reputation acquired by the Plaintiffs' Marks. The Plaintiff's turnover for FY 2024-25 was ₹47.21 crores. The Plaintiffs have also made substantial expenditure for promotion and advertisement of products under the Plaintiffs' Marks and have made an expenditure of ₹1.41 crores. The Defendants' use of the Impugned Marks is *prima facie* dishonest and nothing but an attempt to ride the goodwill and reputation of the Plaintiffs' Marks so as to cause confusion in the market.

26. This is a case of triple identity where the Plaintiffs' Marks and the Impugned Marks are identical, the product category is identical and the trade channel as also the consumer base is identical. The Plaintiffs being the prior user, adopter and the registered owner of the Plaintiffs' Marks are entitled to protection.

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

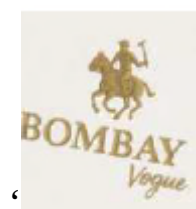
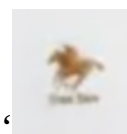
28. Accordingly, till the next date of hearing,

- i. The Defendants, their directors, proprietors, partners, associates, assigns or assignees in interest, heirs, successors or successors in interest, permitted assigns, sister concerns or group companies, distributors, dealers, wholesalers, retailers, stockiest, agents and all others acting for and on their behalf are restrained from using, soliciting, providing services and advertising in any manner including on the internet and e-commerce platform, directly or indirectly dealing in the Infringing Products, apparels, polo t-



shirts and clothing items for men and women, under the

Impugned Marks,



and / or any other Mark which is identical and / or



deceptively similar to the Plaintiffs' Marks, 'BEVERLY HILLS POLO CLUB',



and



and / or the Polo Player Device, 'POLO PLAYER DEVICE', so

as to cause infringement and / or passing off of the Plaintiffs' Marks.

- ii. The Defendants shall take down / remove all the references of the Impugned Marks including the listings of the Infringing Products from the following platforms:



S. No.	Platform	Link
1.	Defendants' Website	https://bombayvogue.in/
2.	Defendants' Instagram Account	https://www.instagram.com/bombayvogue.india/?hl=en
3.	Defendants' Facebook Account	https://www.facebook.com/p/Bombay-Vogue-61558398812765/

29. 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.

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

31. List before this Court on 23.03.2026.

TEJAS KARIA, J

DECEMBER 1, 2025/sms