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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1317/2025**
NEW BALANCE ATHLETICS INC.Plaintiff
Through: Mr. Urfee Roomi, Mr. Ayush Dixit,
Ms. Vanshika Bansal, Mr. Ritesh
Kumar, Ms. Angela Arora, Ms. Adhya
S & Mr. Jaskaran Singh, Advocates.

versus

VAIBHAV ARORADefendant
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
10.12.2025

I.A. 30882/2025 (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, 2018 (“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. 30883/2025 (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. Urfee Roomi, 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 a Local Commissioner, the exemption from advance service to the Defendant is granted.

7. The Application stands disposed of.

CS(COMM) 1317/2025

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 06.02.2026 for completion of service and pleadings.

I.A. 30880/2025 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

15. 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.

16. 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.

17. Accordingly, the Application stands disposed of.

I.A. 30879/2025 (U/O XXXIX Rules 1 & 2 of CPC)

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

19. The present Suit has been filed by the Plaintiff against the Defendant

for infringement of its Device Marks, ‘’, ‘’, ‘’, ‘’, ‘’, ‘’, ‘



’ (“Plaintiff’s Marks”)

along with other ancillary reliefs.

20. The learned Counsel for the Plaintiff has made the following submissions:

20.1. The Plaintiff, *New Balance Athletics Inc.*, is a company incorporated under the laws of the State of Massachusetts, United States of America. The Plaintiff is engaged in the design, manufacture, marketing, and sale of footwear, headgear, and readymade clothing in over 120 countries, including in India.

20.2. The Plaintiff’s net revenue owing to sale of goods, including footwear, bearing one or more of the Plaintiff’s Marks has shown impressive and steady increases over the years. The net revenue figures for the year 2024 was \$7.8 billion.

20.3. The Plaintiff has done an extensive expenditure promoting and advertising its footwear bearing one or more of the Plaintiff’s Marks. The Plaintiff’s total advertising and promotion expenditures for the year 2020 was \$244 million.

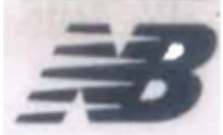
20.4. In the year 1995, the Plaintiff registered the domain name, www.newbalance.com, which provides information about the Plaintiff and its heritage, and functions as an e-commerce store for goods bearing the Plaintiff’s Marks. The also Plaintiff owns over 300 country-code top level domain names, including domain names that incorporate one or more of the Plaintiff’s Marks.



- 20.5. The Plaintiff, over the years, has established official accounts on social media platforms such as Facebook, X, Instagram, YouTube and LinkedIn. These social media platforms have been enormously popular with consumers worldwide, including consumers in India.
- 20.6. The Plaintiff has sponsored, and continues to sponsor, as well as has exclusive endorsement deals with, a variety of sports teams, leagues, and individuals.
- 20.7. Over the years, the Plaintiff has obtained Trade Mark registrations for the Plaintiff's Marks covering, *inter alia*, footwear in Class 25, in various jurisdictions around the world, including India, United States of America, Argentina, Austria, Australia, Brazil, Canada, Chile, China, Denmark, the European Union, France, Germany etc. The details of the registrations of the Plaintiff's Marks in India are set out hereunder:

S.No.	Mark	Reg No.	Class	Date of Registration	Status
1.		472335	25	May 18, 1987	Registered
2.		768874	25	September 10, 1997	Registered
3.		1537347	25	March 6, 2007	Registered
4.		IRDI-5296933	25	December 9, 2021	Protection granted



5.		472334	25	May 18, 1987	Registered
6.	NBX	1549714	25	April 13, 2007	Registered
7.		1637760	25	January 3, 2008	Registered
8.		IRDI-5506340	25	May 26, 2022	Protection granted
9.		6088069	25	August 29, 2023	Registered

20.8. Indian consumers have also been able to purchase the Plaintiff's products bearing one or more of the Plaintiff's Marks through various e-commerce platforms, such as Amazon, Flipkart, Ajio and Myntra as well as through the Plaintiff's stores located in several metropolitan cities across India. Moreover, the Plaintiff has incorporated subsidiary companies in India, namely, *New Balance IT Services India Private Limited* and *New Balance India Private Limited*.

20.9. The Defendant, Mr. Vaibhav Arora, trading as *She & He Footwear* having its address at Karol Bagh, Delhi. The Defendant is engaged in the business of marketing and wholesale and supply of counterfeit footwear bearing the Plaintiff's Marks and the Marks, '



20.10. In and around November 2025, the Plaintiff conducted internet searches of Defendant's use of the Impugned Marks which revealed that the Defendant market and advertise the Defendant's footwear bearing the Impugned Marks through their social media pages on Facebook and Instagram. Further, the Defendant also sell and / or offer for sale their footwear through third-party business listing websites, JustDial and Vypzee.

20.11. The Plaintiff further conducted an investigation in the first week of December, 2025, which revealed that the Defendant is engaged in the wholesale and marketing of footwear bearing the Impugned Marks. Additionally, the Defendant is also found to be selling counterfeit footwear of other well-known brands, such as, Adidas and Nike etc. Pertinently, the investigation revealed that the Defendant is aware of the Plaintiff and its use of the Plaintiff's Marks.



20.12. The Defendant's counterfeit products bear identical marks as that of the Plaintiff's Marks. A comparison table of the Plaintiff's Marks and the Impugned Marks is set out hereunder:

Impugned Marks	Plaintiff's Marks
	
	
	



21. Having considered the submissions advanced by the learned Counsel for the Plaintiff, the pleadings and the documents on record, it is evident that the Trade Marks in the Plaintiff's Marks subsists with the Plaintiff. Accordingly, the Plaintiff has made out a *prima facie* case for grant of an *ex-parte ad-interim* injunction. 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 products bearing the Impugned Marks 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.

22. A *prima facie* case has been made out by the Plaintiff as the alleged acts attributed to the Defendant is likely to cause confusion in the course of trade of the Plaintiff, such that the consumers may associate the products bearing the Impugned Marks with the Plaintiff, leading to erosion of consumer trust and dilution of the goodwill and reputation of the Plaintiff amongst the members of the trade and public. Thus, the balance of convenience lies in favour of the Plaintiff. Irreparable injury would be caused to the Plaintiff if an *ex-parte ad-interim* injunction is not granted to the Plaintiff.

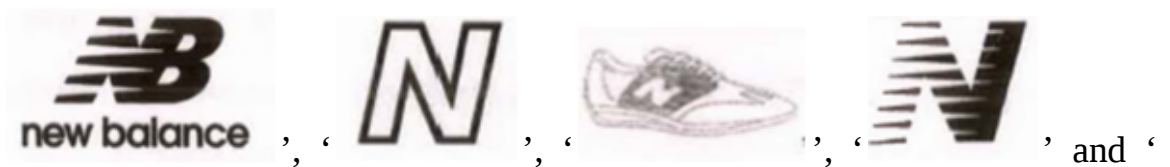
23. Accordingly, till the next date of hearing, the Defendant, its partners, proprietors, affiliates, franchisees, officers, distributors, servants, agents, assigns, representatives, and anyone acting for and on its behalf directly or indirectly, as the case may be, are restrained from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in any manner with



regard to footwear, under the Impugned Marks ‘ , ‘



and ‘’ by itself or with other words or variant or any other Trade Mark / Trade Name which is deceptively similar to the Plaintiff’s Marks, ‘



’ leading to infringement and / or passing off of the Plaintiff’s Marks.

24. 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.

25. List before this Court on 24.03.2026.



I.A. 30881/2025 (for Appointment of Local Commissioner)

26. The present Application has been filed by the Plaintiff under Order XXVI Rules 9 and 10 read with Order XXXIX Rule 7 of the CPC, seeking appointment of 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. 30879/2025 under Order XXXIX Rules 1 & 2 of the CPC.

27. 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:

Particulars	Name of Local Commissioner
Shop No. 2275, Gali No. 68, Nai Wala, Karol Bagh, Delhi - 110005	Ms. Puja Mann, Advocate. Mobile No. [+91 9958687887]

28. 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 products bearing the Impugned Marks, fully or semi-manufactured impugning products of the Defendant bearing the Impugned Marks, ‘





‘ , ‘ , and ‘ or packaging which is

identical or deceptively similar to the Plaintiff’s Marks, ‘



ii) If knowledge is acquired of any other premises than the aforesaid premises, where the goods with the Impugned 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 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 impugning products are being used by the Defendant under the Impugned Marks 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 products under the Impugned Marks including packaging materials, advertising, promotional materials, pamphlets, brochures, boxes, videos, hoardings, banners, signage, cartons and other material bearing the Impugned Marks and packaging 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



impugning 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 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.

29. 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.

30. 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.

31. 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.

32. 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.

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

34. 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.

35. The Application stands disposed of.

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

TEJAS KARIA, J

DECEMBER 10, 2025/ 'A'