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

+ **CS(COMM) 1334/2025**

KOHLER CO AND ANR.

.....Plaintiffs

Through: Mr. Rahul Beruar, Ms. Nidhi Jain,
Ms. Manini Sidhu and Ms. Aeshna
Raghuwanshi, Advocates.

versus

DINESH KUMAR

.....Defendant

Through:

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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12.12.2025

I.A. No. 31195/2025 (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. No. 31194/2025 (Exemption from advance service to the Defendant)

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

6. 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.

7. The Application is disposed of.

I.A. No. 31196/2025 (Extension of time to file Court Fees)

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

9. The learned Counsel for the Plaintiffs submits that the Court Fees has already been filed and, therefore, the present Application has become infructuous.

10. Accordingly, the Application stands disposed of having become infructuous.

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11. Let the Plaint be registered as a Suit.

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

13. 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.



14. 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 Plaintiffs, 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.

15. 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.

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

17. List before the learned Joint Registrar on 09.02.2026 for completion of service and pleadings.

IA No. 31193/2025 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

18. 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.

19. 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.

20. Accordingly, the Application stands disposed of.

I.A. No. 31191/2025 (U/O XXXIX Rule 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, *inter alia*, seeking permanent injunction restraining infringement of the registered Trade Mark, Design and passing off.



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

23.1. Plaintiff No. 1 is a global leader in the manufacture of kitchen and bath products, engines and power generation systems, cabinetry, home interiors, and international host to award-winning hospitality and world-class golf destinations with all such products and services being made available under the globally well-known brand “KOHLER”.

23.2. Plaintiff No. 2 is Plaintiff No. 1’s wholly owned subsidiary in India and has been authorized to use Plaintiff No. 1’s Trade Marks in India.

23.3. Plaintiff No. 1 has secured registration for the Trade Mark



‘THE BOLD LOOK OF KOHLER /

(“**Plaintiffs’ Mark**”) in respect of goods in various classes including Class 6, 11, 19, 20 and 21, and the details of the same are as under:

S. No.	Trade Mark	Application No. / Class
1.		1074309 / Class 11
2.		6093018 / Class 21
3.	THE BOLD LOOK OF KOHLER	1372935 / Classes 6, 19, 20 & 21



23.4. The Plaintiffs in 2021 introduced and launched their unique showerhead in India, post securing its design protection under the Designs Act, 2000. The Plaintiffs' novel and unique showerhead was registered under the Design No. 343579-001 in Class 23-06 ("**Plaintiffs' Design**") and a Registration Certificate No. 116496 dated 23.08.2022 was issued in favour of the Plaintiffs.

23.5. The Defendant is engaged in the manufacture and sale of sanitaryware, consumer appliances, *inter alia*, under the brand "INBATH". The Defendant markets and makes available its products through the website accessible at '<https://www.ciko.in>'.

23.6. The Defendant has unauthorizedly copied the Plaintiffs' Design, and has also adopted and used a deceptively similar Mark "THE BOLD LOOK OF SHOWER" ("**Impugned Mark**"). Further, the Defendant's Trade Dress



‘ ’ ("**Impugned Trade Dress**") imitates the

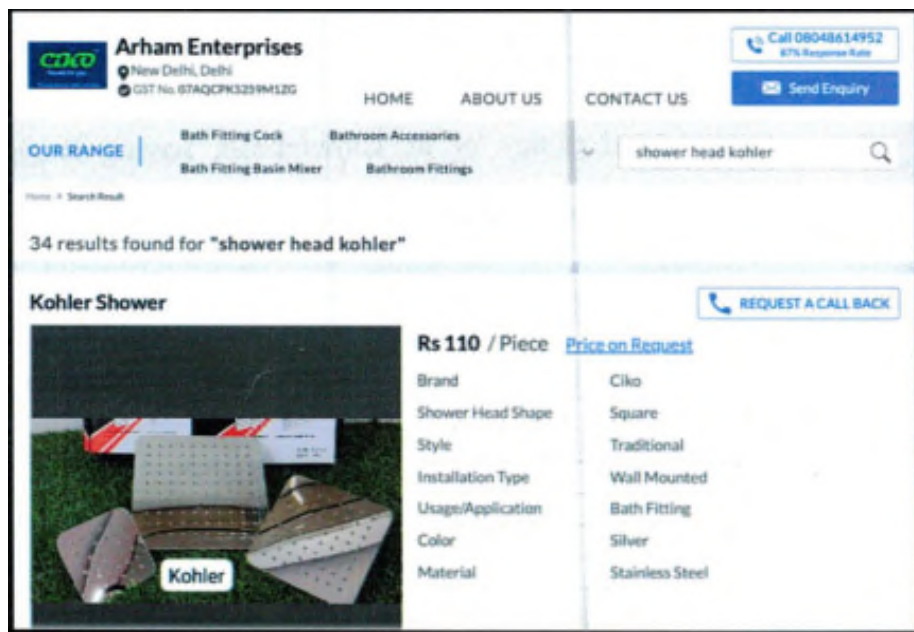


Trade Dress of the Plaintiff ‘  ’ (“**Plaintiffs’ Trade Dress**”).

- 23.7. The Plaintiffs invest colossal amount of time, energy and resources in designing products which are aesthetic, attractive, bold and innovative not only in terms of functionality but also the visual appeal and look of the product. Consequently, the Plaintiffs have acquired immense goodwill and reputation amongst customers and traders in India and have gained popularity for their exceptional quality, latest technology, innovative designs and enduring craftsmanship.
- 23.8. The Plaintiffs generated revenue worth over 80 billion USD across the globe and over 100 million USD in India alone from the products and services under the well-known house Mark “KOHLER” in the financial year 2024-2025.
- 23.9. The Plaintiffs have invested approximately INR 150 Crores in year 2025 towards promotion / advertisement of the products sold in India.
- 23.10. The Plaintiffs in the first week of November 2025 learnt about the sale and piracy of its showerhead, involving copying of the Plaintiffs’ Design by the Defendant on its website ‘<https://www.ciko.in/>’.
- 23.11. Upon examining the Defendant’s website, the Plaintiffs learnt



that the Defendant's showerhead named 'Muti Function Shower', completely copies the Plaintiffs' Design. The Defendant's website further reveals that the Defendant is selling 'Kohler Shower' under its brand 'Ciko'. A screenshot of the Defendant's website is as under:



23.12. The Plaintiffs, to know more about the Defendant's illicit and illegal activities, purchased the Defendant's 'Multi Function Shower' from its website. The Plaintiffs were surprised to learn of the Defendant's unauthorized adoption and use of the Impugned Mark which is structurally and deceptively similar to the Plaintiffs' Mark for identical goods offered by the Plaintiffs under the said Mark. The Defendant has copied every single aspect of the Plaintiffs' showerhead including the Plaintiffs' Design, Plaintiffs' Mark as well as the Plaintiffs' Trade Dress comprising of a unique colour combination, font size, and its



unique placement of the four word in vertical lines, which makes is apparent that the adoption of the Impugned Design, Impugned Mark and Impugned Trade Dress by the Defendant is not *bona fide* in nature.

23.13.A comparative table of the Plaintiffs' and the Defendant's competing Designs, Trade Marks and Trade Dresses are reproduced as under:

	Plaintiffs	Defendant
Design	 Registered Design 343579-001 registered in Class 23-06, valid till 19 th November 2030.	
Trade Mark / Device	 Class 11, Registration No. 1074309 dated 17 th Jan 2002. Renewed till 17 th Jan 2032	



Trade Dress		
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23.14. The Defendant has intentionally and deliberately adopted the Impugned Design as well as the Impugned Device and the Impugned Trade Dress for its showerhead with a dishonest intention to mislead the customers and the members of the trade into believing that the Defendant's products emerge from the Plaintiffs, thereby, riding upon the Plaintiffs' enviable reputation and goodwill.

24. Having considered the submissions made by the learned Counsel for the Plaintiffs, the pleadings and the documents placed on record, it is *prima facie* clear from a comparison of the competing Designs, Marks and Trade Dresses of the Plaintiffs and the Defendant, that *firstly*, the design of the Defendant's showerhead resembles the Plaintiffs' Design; and *secondly*, the Impugned Mark and Trade Dress of the Defendant are deceptively similar to the Plaintiffs' Mark and Trade Dress, resembling their colour scheme, font style and its placement. Consequently, the consumers and the members of the trade are likely to associate the Defendant's goods with the Plaintiffs, thereby diluting the Plaintiffs' goodwill and reputation.

25. Therefore, a *prima facie* case has been made out on behalf of the Plaintiffs for the grant of an *ex-parte ad-interim* injunction. Irreparable



injury would be caused to the Plaintiffs if an *ex-parte ad-interim* injunction is not granted and balance of convenience is in favour of the Plaintiffs and against the Defendant.

26. Accordingly, till the next date of hearing, the Defendant, its director, proprietor, promoters, partners, managers, employees, principals, agents, associates, affiliates, licensees, distributors, and all others acting for and on its behalf, directly or indirectly, are restrained from manufacturing, selling, offering for sale, advertising shower / shower installations and allied and cognate goods bearing -

- i. The Impugned Mark “THE BOLD LOOK OF SHOWER” and / or any other Mark that is identical or deceptively similar to the

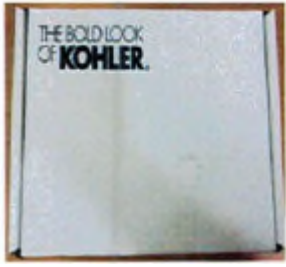
THE BOLD LOOK
OF KOHLER

- Plaintiffs’ Mark ‘’, amounting to infringement of the Plaintiffs’ Mark.



- ii. The Impugned Trade Dress ‘’ or any other Trade Dress that is identical or deceptively similar to the



Plaintiffs' Trade Dress ' , amounting to passing off the Defendant's goods as that of the Plaintiffs.

iii. The Plaintiffs' Design registered under Design No. 343579-001 in Class 23-06.

27. 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.

28. List before this Court on 09.04.2026.

I.A. No. 31192/2025 (for Appointment of Local Commissioner)

29. The present Application has been filed by the Plaintiff under Order XXVI Rules 4, 9 and 10 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. No. 31191/2025 under Order XXXIX Rules 1 & 2 of the CPC.

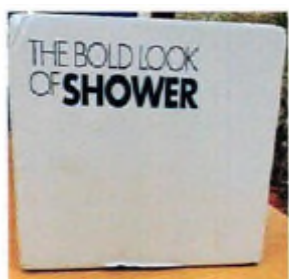
30. Accordingly, in order to ensure that the injunction is fully complied with, it is deemed appropriate to appoint a Local Commissioner to visit the Defendant's premises at the following address:

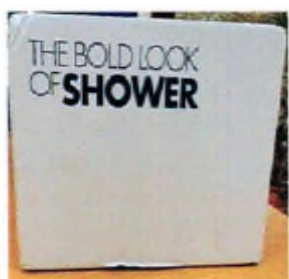


Sr. No.	Particulars	Name of Local Commissioner
1.	Khasra No. 284, 23/4, opposite Petrol Pump, Amar Colony, Gokalpuri, Gikalpur, Delhi 110094	Mr. Rishub Kapoor, Advocate Mobile No. [+91 9654716337]

31. 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 infringing products, including fully or semi-manufactured infringing products of the Defendant bearing the Plaintiffs' Design and / or Impugned Mark 'THE BOLD LOOK OF SHOWER' and / or Impugned Trade Dress



‘’, which is identical or deceptively similar to the

Plaintiff's Mark ‘’, and / or Plaintiff's Trade

Dress ‘’.



- ii) If knowledge is acquired of any other premises than the aforesaid premises, where the infringing goods 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 infringing goods or any other documents, wrapper etc. so that it can be ensured that no fresh manufacturing of the infringing products can take place;
- iv) The learned Local Commissioner shall also obtain the details as to since when infringing goods or products are being used by the Defendant under the Impugned Mark / Impugned Trade Dress / Plaintiffs' Design 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 infringing goods, if any. The Defendants 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 infringing goods including packaging materials, advertising, promotional materials, pamphlets, brochures, boxes, videos, hoardings, banners, signage, cartons and other material 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 infringing goods and 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.

32. 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.

33. 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.

34. 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 Plaintiffs and paid in advance to the learned Local Commissioner named hereinabove.

35. 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.

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

37. 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.

38. The Application stands disposed of.

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

TEJAS KARIA, J

DECEMBER 12, 2025

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