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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1369/2025**
FIND AGENCIES PVT. LTD & ORS.Plaintiffs

Through: Ms. Swathi Sukumar, Senior Advocate
with Ms. Nidhi Mohan Parashar, Mr.
Rohan Chawla, Mr. Amar Bajpayee,
Mr. Rohan Rana, Mr. Ritik
Raghuwanshi and Ms. Archita Yadav,
Advocates.

versus

ARISTIDE SAMUEL & ORS.Defendants
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
19.12.2025

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I.A. No. _____/2025 (filed vide Diary No. 9198238/2025)

1. For the reasons mentioned in the Application, the same is allowed.
2. Squarespace Domains II LLC is impleaded as Defendant No. 9 in the present Suit.
3. Amended Memo of Parties filed along with this Application is taken on record.
4. The Application stands disposed of.

I.A. No. 31949/2025 (Exemption)

5. Exemption is allowed, subject to all just exceptions.
6. The Application stands disposed of.

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I.A. No. 31950/2025 (Exemption from pre-institution Mediation)

7. 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”).

8. 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.

9. The Application stands disposed of.

I.A. No. 31952/2025 (Exemption from advance service to the Defendant)

10. 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 Defendants.

11. Ms. Swathi Sukumar, learned Senior Counsel for the Plaintiffs, submitted that there is a real and imminent likelihood that the Defendants may take immediate steps to dispose of, conceal or suppress their infringing business operations and digital footprints bearing the deceptively similar Trade Mark.

12. 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 Defendants is granted.

13. The Application is disposed of.

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14. Let the Plaint be registered as a Suit.

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

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16. 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 Affidavit(s) of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement(s) shall not be taken on record.

17. 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, Affidavit(s) of Admission / Denial of the documents of Defendants be filed by the Plaintiffs, without which the Replication(s) 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 23.02.2026 for completion of service and pleadings.

I.A. No. 31951/2025 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

21. 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.

22. 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.

23. Accordingly, the Application stands disposed of.



I.A. No. 31948/2025 (U/O XXXIX Rules 1 & 2 of CPC)

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

25. The present Suit has been filed for permanent injunction, *inter alia*, restraining infringement of the registered Trade Mark and passing off.

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

26.1. Plaintiff No. 1 is a reputed organization engaged in the business of acting as a specialist buying agency and sourcing office for home decoration and lifestyle products. Plaintiff Nos. 1, 3, 4, and 5 are part of the renowned Francis Wacziarg Group (“**FW Group**”).

26.2. Plaintiff No. 1 Company was incorporated in 1988 by Mr. Francis Wacziarg (i.e., Plaintiff No. 2’s late father). Plaintiff No. 1 works with international brands, hypermarkets, and mail order houses. It facilitates the export of soft furnishings, handicrafts, furniture, shoes and fashion accessories from India, and has amassed significant goodwill and a substantial client-base over the years.

26.3. In the 1980s, almost the entire textile export from India to France was conducted through FW Group’s buying agencies. The FW Group is one of the oldest buying agencies in India. The FW group has been providing the services of buying agents for over 45 years now, serviced 14 countries, and associates with nearly 55 factories. In 2024 alone, the FW Group sourced 20 million items worth approximately 100 Million USD. The FW Group has offices in Delhi NCR, Mumbai, Bengaluru, and Tirupur, as well as in Dhaka, Bangladesh.



26.4. Plaintiff No. 2 is the daughter of Late Mr. Francis Wacziarg, who has, *inter alia*, inherited his intellectual property. Plaintiff Nos. 1 and 3 to 5 have adopted the service Marks “Francis Wacziarg”, “FWacziarg” and the acronym “FW”, and the said Marks have been in usage since the 1980s, when the business was started by Late Mr. Francis Wacziarg.



26.5. Plaintiff No. 2 also holds registration for the Mark registered in Classes 24 and 35 and Plaintiff No. 3 holds registration



for the Mark in Class 25 (“**Plaintiffs’ Marks**”). In addition thereto, the acronym “FW” has been used in its various variations since many decades by the Plaintiffs. This is evident from the Marks of the Plaintiffs adopted from time to time including,



and



26.6. Defendants have set up a parallel competing business while being in employment/fiduciary position with Plaintiff No. 1 Company. The Defendants have concealed and adopted a confusingly similar Mark



“GW” and “GWSOURCING” (“**Impugned Marks**”). The Defendants misrepresented to clients and suppliers that Plaintiff No. 1 and Defendant No. 7 are associated with each other by using both the Impugned Marks.

26.7. In October 2025, Plaintiff No. 1 received a letter from the logistics company DHL regarding a packet stuck at customs due to KYC issues. The packet was addressed to ‘Aristide Samuel, GW Sourcing’ but listed the corporate address of Plaintiff No.1’s Noida office i.e., B-58, Sector 57, Noida. Accordingly, the Plaintiffs sought to enquire the details regarding the said entity by the name of “GW Sourcing” and became aware that the Defendants had set-up a parallel competing business in UAE, with an office in Noida, UP.

26.8. As part of the enquiry conducted in December 2025, Plaintiff No. 1 accessed the emails of Defendant No. 1 to 4 and 8, being the owner/administrator of their email IDs. The Plaintiffs then discovered illegal actions of the Defendants, which are *firstly*, illegally usurping and diverting the business of Plaintiff No. 1 by causing clients and suppliers to believe that Defendant Nos. 5 to 7 or other unknown entities, were associated with/acting for Plaintiff No. 1; *secondly*, illegally using the intellectual property, goodwill and confidential information of the Plaintiffs; *thirdly*, incorporated Defendant Nos. 5 and 7 in breach of the employment agreement, Plaintiff No. 1’s internal policies and fiduciary duties; *fourthly*, working for Defendant Nos. 5 to 7, despite being in full time employment of Plaintiff No. 1; and *lastly*, tarnishing and disparaging the goodwill and name of the Plaintiffs and their brand. The Defendants are also operating the domain name



“gwsourcing.com” for carrying out their illegal acts.

26.9. Therefore, the Defendants’ illegal activities highlighted above are liable to be restrained immediately as the same are causing immense financial loss to the Plaintiffs, and are also injuring the hard-earned goodwill and reputation of the Plaintiffs.

27. Having considered the submissions made by the learned Counsel for the Plaintiffs, the pleadings and the documents placed on record, it is *prima facie* evident that the Impugned Marks are deceptively similar to the Plaintiffs’ Marks. As both the Plaintiffs and the Defendants share common trade channels, the consumers are likely to associate the Impugned Marks with the Plaintiffs, thereby potentially causing immense loss to the goodwill and reputation amassed by the Plaintiffs, and hence, the Defendants are liable to be restrained immediately.

28. 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 Defendants.

29. Accordingly, till the next date of hearing, it is directed that:

- i) Defendant Nos. 1 to 8, their partners/ proprietor, servants, employees, representatives, affiliates, agents or any other person claiming through or under them or acting in concert with them, are restrained from using the domain name “gwsourcing.com” and the Impugned Marks “GW” and “GW SOURCING”, regarding services offered by the Defendants in relation to buying and / or sourcing home decoration and lifestyle products, and / or any other Mark that is



deceptively similar to the Plaintiffs' Marks

and



, amounting to infringement of the

Plaintiffs' Marks and passing off.

- ii) Defendant No. 9 shall lock and suspend the domain name “gwsourcing.com” within 7 days of receiving the Notice and shall file all the Basic Subscriber Information, including the name, address, contact information, email addresses, bank details, IP logs and any other relevant information available of the owners / operators of the said Domain Names in a sealed cover / password protected document within four weeks from the receipt of the Notice.

30. 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.

31. List before this Court on 22.04.2026.

I.A. No. 31953/2025 (for Appointment of Local Commissioner)

32. The present Application has been filed by the Plaintiffs under Order XXVI Rule 9 read with Section 151 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. 31934/2025 under Order XXXIX Rules 1 and 2 of the CPC.



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

Sr. No.	Particulars	Name of Local Commissioner
1.	A-166, Sector 63, Noida - 201301	Mr. Zameem Ahmad Khan [Contact No. - 9650006732]

34. The mandate of the learned Local Commissioner is as under:

- i) The learned Local Commissioner shall visit the premises of the Defendants as per the above table, to inspect and seize any infringing products or material of the Defendants, if found, bearing the Impugned Marks Marks "GW" and "GW SOURCING" or any other Mark which is identical or deceptively similar to the Plaintiffs' 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 obtain the details as to since when infringing goods or services are being dealt in by the Defendants under the Impugned Marks and obtain copies of the accounts if the same is found to be sold in market;
- iv) 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 premise of the Defendants, and take photocopy and / or record of all such transactions that pertain to infringing acts of the Defendants, 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;

v) 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;

vi) Upon being requested, the concerned Station House Officer (SHO) shall render necessary cooperation for execution of the Commission, as per this order;

vii) 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;

viii) The learned Local Commissioner, while executing the Commission, shall ensure that there is no disruption to the business of the Defendants, except for the purposes of the execution of the Commission. The Commission shall be executed in a peaceful manner.

35. 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.

36. 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 Defendants by the learned Local Commissioner at the time of the execution of the Commission.

37. The fees of the learned Local Commissioner is fixed at ₹1,50,000/- (Rupees One Lakh Fifty Thousand 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.

38. 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.

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

40. 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.

41. The Application stands disposed of.

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

TEJAS KARIA, J

DECEMBER 19, 2025

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