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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 1426/2025**

HERO INVESTCORP PVT LTD AND ANRPlaintiffs

Through: Mr. Kunal Khanna, Mr. Madhav
Anand, Mr. Krtin Bhasin, Mr.
Yashveer Singh, Mr. Udit Sharma, Mr.
Kaulik Mitra & Mr. Param Goel,
Advocates.

Versus

**SHIV OM RUBBER INDUSTRIES THROUGH ITS
PROPRIETOR MR. SURJEET NAGAR**Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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24.12.2025

IA No. 32800/2025 (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.
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.

IA No. 32801/2025 (to mask the identifies of the Parties)

4. The Plaintiffs apprehend failure of the Local Commission if the identity of the Defendant is revealed and has requested masking of identities of the Parties till the filing of the report of the Local Commissioner in compliance



with the Practice Direction No.139/Rules/DHC dated 27.05.2025.

5. Exemption is granted, subject to all just exceptions.

6. The Application is disposed of.

IA No.32803/2025 (Extension of time to file Court Fees)

7. 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.

8. Considering the submissions made in the present Application, time of two weeks is granted to file the Court Fees.

9. The Application stands disposed of.

IA No.32802/2025(Exemption from advance service to the Defendant)

10. This is an Application filed by the Plaintiffs under Section 151 of the CPC, seeking exemption from advance service to the Defendant.

11. Mr. Kunal Khanna, 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 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 Defendant 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 Defendant through all permissible modes upon filing of the Process Fee.



16. 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.

17. 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.

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 26.02.2026 for completion of service and pleadings.

IA No.32798/2025 (U/O XXXIX Rules 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 for permanent injunction restraining infringement of the registered Trade Marks of the Plaintiffs being 'HERO', 'Hero', and 'H', ('Plaintiffs' Marks'), passing off, dilution and other ancillary reliefs.

Hero, **Hero**, and **H**, ('Plaintiffs' Marks')

passing off, dilution and other ancillary reliefs.



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

23.1 Plaintiff No. 2, Hero MotoCorp Ltd., formerly known as 'Hero Honda Motors Ltd.' is a company incorporated under the Companies Act, 1956 and continues to subsist under the Companies Act, 2013, and is engaged in the business of manufacture and sale of motorcycles, scooters and their parts and accessories under the Trade Mark 'HERO' since the year 1985.

23.2 For carrying on its business activities under the Mark 'HERO', the Plaintiff No.1 has been granted registration for the Trade Mark 'HERO' and its variants in India under Classes 4, 9, 12, 16, 25, 35, 36, 37, 41, 42 and 99 which are being used continuously and uninterruptedly by the Plaintiffs till date. The details of the registrations of the said Mark are reproduced below:

Trade Mark	Class	Application No.	Date of Registration	Valid upto
HERO (word mark)	4	2205777	15.09.2011	15.09.2031
HERO (word mark)	12	235780	13.06.1966	13.06.2028
 (H device)	9, 12, 16, 25, 35, 36, 37, 4, 42	2191293	16.08.2011	16.08.2031
 (Device Mark)	9, 12, 16, 25, 35, 36, 37, 41, 42 and 99	2191294	16.08.2011	16.08.2031
 (Device Mark)	4	2314273	12.04.2012	12.04.2032



 (H device)	4	2314274	12.04.2012	12.04.2032
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23.3 The Plaintiff No. 2 developed its sub-brand ‘HERO GENUINE PARTS’ for the manufacture and sale of premium quality two-wheeler spare parts through its authorised dealers. The Plaintiffs have made significant investments in advertising their products under the Plaintiffs’ Marks and have generated considerable revenue. The Plaintiffs’ Marks have acquired huge reputation, fame and goodwill.

23.4 In the first week of December, 2025, the Plaintiffs’ investigator came to know about the infringing and counterfeiting activities of the Defendant at its premises. Upon further investigation, it was determined that the Defendant is engaged in manufacturing, packaging and selling inferior quality counterfeit products with the Plaintiffs’ Marks (“**Infringing Products**”) from its manufacturing unit located at Plot No. 71B Gali No. 61, Sanjay Colony, Sector 23, Faridabad - 121005, Haryana. The Plaintiffs’ investigator was able to procure a sample of the Infringing Products that resemble the Plaintiffs’ products. A comparison of the Infringing Products of the Defendant and the original product of the Plaintiffs, bearing the Trade Mark ‘HERO’ is as under:



PLAINTIFF'S PRODUCT	INFRINGEMENT PRODUCT
 	 

23.5 The product, Rubber Coupling, acquired by the Plaintiffs' investigator from the Defendant was acquired in a loose condition without packaging, however, the Plaintiff's product is never sold by Plaintiff No. 2 or its Associates / Authorised dealers in loose or without packaging. The



genuine product is always sold in a sealed box featuring the Plaintiffs' Marks. The Defendant is selling the Infringing Products in a clandestine manner and is not issuing invoices in respect of the same. This is being done by the Defendant so as to evade getting caught due to his counterfeiting activities.

23.6 The learned Counsel for the Plaintiffs submitted that the Defendant has entirely subsumed the Plaintiffs' Trade Mark 'HERO', its device, label and Trade Dress for products identical to that of the Plaintiffs along with the Plaintiffs' renowned brand 'HERO GENUINE PARTS'. Although the samples of the products bearing the Plaintiffs' Marks had been procured from the Defendant, there is apprehension that the Defendant is carrying out the manufacture and sale of many such Impugned Products which are cheap and low-quality imitations of the Plaintiffs' Products under 'HERO GENUINE PARTS' brand.

24. Having considered the submissions advanced by the learned Counsel for the Plaintiffs, the pleadings and the documents on record, a *prima facie* case has been made out by the Plaintiffs as the alleged acts attributed to the Defendant are likely to cause confusion in the course of trade of the Plaintiffs, such that the consumers may associate the Infringing Products with the Plaintiffs, leading to erosion of consumer trust and dilution of the goodwill and reputation of the Plaintiffs amongst the members of the trade and public. Thus, the balance of convenience lies in favour of the Plaintiffs.

25. The Defendant is not only riding on the immense and valuable goodwill and reputation enjoyed by the Plaintiffs but is also attempting to show some association or nexus with the Plaintiffs, where none exists. It is further submitted that there is a strong likelihood that unwary consumers will be



duped into buying the Infringing Products by believing them to be originating from the Plaintiffs, which is detrimental to not only the reputation and goodwill of the Plaintiffs, but is also detrimental to the consumers as they are being deceived into buying inferior quality products of the Defendant.

26. 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 Defendant. Irreparable injury would be caused to the Plaintiffs if an *ex-parte ad- interim* injunction is not granted.

27. Accordingly, till the next date of hearing, the Defendant, its proprietors, partners, directors, principal officers, associates, affiliates, licensees, distributors, dealers, stockists, retailers, servants, agents, and all others acting on its behalf are restrained from manufacturing, selling, advertising, offering for sale, retailing, distributing, importing, exporting, either directly or indirectly, and either online or offline, dealing in any product under the

Plaintiffs' Marks 'HERO', '' , '' , and '



' or any other Mark which is identical or deceptively similar to the Plaintiffs' Trade Mark 'HERO', amounting to infringement of the Plaintiffs' Trade Marks and / or passing off, causing dilution of the Plaintiffs' goodwill and reputation.

28. 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.

29. List before this Court on 27.04.2026.



IA No.32799/2025 (for Appointment of Local Commissioner)

30. The present Application has been filed by the Plaintiffs under Order XXVI Rule 9 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. 32798/2025 under Order XXXIX Rule 1 & 2 of the CPC.

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

Sr. No.	Particulars	Name of Local Commissioner
1.	Shiv Om Rubber Industries: Plot No. 71B, Gali No. 61, Sanjay Colony, Sector 23, Faridabad - 121005, Haryana	Mr. Ritesh Kumar, Advocate Mobile No. [+91 8789272927]

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

- The learned Local Commissioner shall visit the premises of the Defendant as per the above table, to inspect and seize the Infringing Products, either in fully or semi-manufactured condition bearing the Plaintiffs' Marks / Label 'HERO',

 ,  , and  , or packaging bearing Marks which are identical or deceptively similar to the Plaintiffs' Marks.



- ii. If knowledge is acquired of any other premises than the aforesaid premises, where the Infringing Products bearing the Plaintiffs' Marks could be stored, 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, unfinished, packed, unpacked Infringing Products 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 the Infringing Products are being dealt with by the Defendant 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 the Infringing 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 Infringing Products including packaging materials, advertising, promotional materials, pamphlets, brochures, boxes, videos, hoardings, banners, signage, cartons and other material and packaging bearing the Plaintiffs' Marks or any other Marks which are similar to the Plaintiffs' 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 Infringing Products have been stocked / manufactured, is denied to the learned Local 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 videos of the proceedings of the Commission, if it is deemed appropriate. Two representatives of the Plaintiffs, 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.

33. 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.

34. 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.

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

36. 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.

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

38. 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.

39. The Application stands disposed of.

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

TEJAS KARIA, J

DECEMBER 24, 2025

'gsr'