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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(COMM) 1428/2025

MANKIND PHARMA LIMITED & ANR.

.....Plaintiffs

Through: Mr. Ankur Sangal, Mr. Ankit Arvind
& Ms. Nidhi Pathak, Advocates.

Versus

MAY AND BAKER PHARMACEUTICALS
LIMITED & ORS.

.....Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% 24.12.2025

IA No.32815/2025 (for exemption)

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

IA No.32813/2025(Exemption from pre-institution Mediation)

3. 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”).
4. 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.
5. The Application stands disposed of.



IA No.32814/2025(Additional Documents)

6. The present Application has been filed on behalf of the Plaintiffs under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the CC Act, seeking leave to place on record additional documents.

7. 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.

8. Accordingly, the Application stands disposed of.

IA No.32817/2025(Enlargement of time for filing Court Fees)

9. 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.

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

11. The Application stands disposed of.

IA No.32816/2025(Exemption from advance service of Suit papers to the Defendants)

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

13. Mr. Ankur Sangal, learned 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 its infringing business operations and digital footprints.

14. In view of the fact that the Plaintiffs have sought an urgent *ex-parte ad-interim* injunction along with the appointment of Local Commissioners, the



exemption from advance service to the Defendants is granted.

15. The Application stands disposed of.

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16. Let the Plaint be registered as a Suit.

17. Issue Summons to the Defendants through all permissible modes upon filing of the Process Fee.

18. 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 Plaintiff, without which the Written Statement(s) shall not be taken on record.

19. 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.

20. 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.

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

22. List before the Joint Registrar on 23.02.2026 for completion of service and pleadings.



IA No.32811/2025 (U/O XXXIX Rules 1 & 2 of CPC)

23. Issue Notice through all permissible modes upon filing of the Process Fees.

24. The Plaintiffs have filed the present suit, *inter alia*, seeking permanent injunction restraining infringement of Trade Marks, ‘PREGANEWS’, ‘PREGAHOPE’, ‘PREGAHAPPY’, ‘PREGAYOU’, ‘PREGALOVE’, and ‘PREGABLOSSOM’ (“**Plaintiffs’ Marks**”) Copyright, Passing off, unfair trade practice and damages against the Defendants.

25. The learned Counsel for the Plaintiffs made the following submissions before the Court:

25.1. Plaintiff No. 1 was founded in the year 1986 by the Plaintiffs’ founder, when he commenced the business under the name “Mankind Pharma” for medicinal and pharmaceutical goods. Later the Plaintiff, “Mankind Pharma Limited” was incorporated as a company under the Indian Companies Act, 1956 in the year 1991. The Plaintiff No. 2, Mankind Consumer Products Private Limited, is a wholly owned subsidiary of the Plaintiff No. 1. Plaintiff No. 2 is the consumer healthcare entity of the Plaintiff No. 1 and offers a diverse range of products catering health and wellness related products.

25.2. Plaintiff No. 1 is a public limited company and is the fourth largest pharmaceutical company of India and is engaged in the manufacturing and supply of medicinal, pharmaceutical, consumer healthcare and wellness products across India and globally. The Plaintiff has the sales turnover of approximately ₹9497 crores for the Financial Year (“FY”) 2024-25 and is the number one



prescription drug company in India by volumes.

25.3. The Plaintiff's Marks have become source identifiers of the Plaintiff's products and any third party using a deceptively similar Trade Mark as that of the Plaintiff, will cause confusion and deception amongst consumers and trade channels. Therefore, use of any Mark which is identical or similar to the Plaintiffs' Marks, in respect of the same, similar, allied, cognate or any other goods, would amount to infringement of Plaintiffs' Marks. The Plaintiffs have obtained registrations for the Plaintiffs Marks, the details of which are as follows:

Serial No.	Trade Mark	Registration No.	Class	Date of Registration
1.	PREGANEWS	1796843	5	18.03.2009
2.	PREGANEWS	2426694	10	09.11.2012
3.		2468856	10	30.01.2013
4.	PREGANEWS	2457888	30	10.01.2013
5.	PREGANEWS	2457896	35	10.01.2013
6.	PREGANEWS	2457899	44	10.01.2013
7.	PREGAHOPE	2527316	10	08.05.2013
8.	PREGAHAPPY	5600685	10	08.09.2022
9.	PREGALOVE	5600689	10	08.09.2022
10.	PREGAYOU	5600693	10	08.09.2022
11.	PREGA BLOSSOM	5600701	10	08.09.2022

25.4. The Plaintiffs have invested substantially in publicizing and promoting its products under the Plaintiffs' Marks. The Plaintiffs' products under the Plaintiffs' Marks have been amongst the top revenue generating brands of the Plaintiffs. The details of the sales



turnover of the Plaintiffs' product under the Plaintiffs' Marks are as follows:

Year	Sales Turnover in INR (in Crores)
2009-10	1.79
2010-11	14.54
2011-12	18.98
2012-13	24.29
2013-24	35.52
2014-15	48.11
2015-16	63.11
2016-17	67.91
2017-18	81.10
2018-19	68.78
2019-20	87.25
2020-21	100.64
2021-22	124.16
2022-23	150.57
2023-24	163.80
2024-25	175.93

25.5. The Plaintiffs' representative, on 19.08.2025 came across the Pregnancy Detection Test Kit of the Defendants (**"Infringing Product"**) bearing the Mark 'PREGA SURE' (**'Impugned Mark'**). The Defendants are using a deceptively similar Trade Mark, which clearly shows the *mala fide* attempt by the Defendants to pass off their goods as those of the Plaintiff. A comparative representation of the Plaintiffs' Marks and the Infringing Product under the Impugned Mark is provided as under:



Plaintiffs' Marks	IMPUGNED MARK
PREGA NEWS PREGA HOPE PREGA HAPPY	PREGA SURE
Points of Similarity • The shape and outlines of the packaging are highly similar. • Colour combination of the packaging is highly deceptively similar i.e. the upper portion is off-white/ grey and lower portion is purple. • Device of a female at the right corner. • Use of 'PREGA' as a prefix and space between 'PREGA' and the second word. • Writing 'PREGA SURE' in italics font. • Same product being sold under the Impugned Trade Mark / Impugned Trade Dress	

25.6. The Plaintiffs first came to know of the Defendants' adoption and use of the Impugned Mark in and around 19.08.2025, when the Plaintiffs came across the Infringing Product in the market. The Plaintiff accordingly issued a legal notice dated 19.08.2025 to the Defendants, calling upon them to, *inter alia*, cease and desist from using the Impugned Mark, however, despite the legal notice dated 19.08.2025, the Defendants have not stopped the use of the Impugned Mark.

26. 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 owner of the Plaintiffs' Marks. The Plaintiffs have been able to establish long and continuous use of the Plaintiffs' Marks with respect to pregnancy detection test kit. The Plaintiffs have demonstrated the goodwill and reputation acquired by the Plaintiffs' products under the Plaintiff's Marks. The Plaintiffs' turnover for FY 2024-25 was ₹9497 crores. The Defendants'



use of the Impugned Mark 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.

27. The Defendants are not only riding on the immense and valuable goodwill and reputation enjoyed by the Plaintiffs but are also attempting to show some association or nexus with the Plaintiffs, where none exists. There is a strong likelihood that unwary consumers will be duped into buying the Infringing Product 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 Defendants. The Defendants have adopted the Impugned Mark which is deceptively similar to the Plaintiff's Marks.

28. This is a case of triple identity, where the Plaintiffs' Marks and the Impugned Mark are deceptively similar, 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.

29. 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.

30. Accordingly, till the next date of hearing, 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 pregnancy detection test kit under the Impugned Mark, 'PREGA SURE' and / or any other Trade Mark or Trade Name which is identical and / or deceptively similar to the Plaintiffs' Marks, 'PREGANEWS', 'PREGAHOPE', 'PREGAHAPPY', 'PREGAYOU', 'PREGALOVE', and 'PREGABLOSSOM' so as to cause infringement and / or passing off of the Plaintiffs' Marks.

31. Let the Reply to the present Application be filed within four weeks after service of pleadings and documents. Rejoinder thereto, if any, be filed before the next date of hearing.

32. List before this Court on 29.04.2026.

IA No.32812/2025 (Appointment of Local Commissioners)

33. The present Application has been filed by the Plaintiffs under Order XXVI Rules 9 and 10, read with Order XXXIX Rule 7 and Section 151 of the CPC, seeking appointment of Local Commissioners. 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. 32811/2025 under Order XXXIX Rules 1 and 2 of the CPC.

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

Sr. No.	Particulars	Name of Local Commissioners
1.	MAY AND BAKER PHARMACEUTICALS LTD.	Mr. Ravi Ranjan, Advocate [Mobile No.- 9811994976]



	301, 3RD FLOOR, LAXMI TOWER LSC, BLOCK- C, SARASWATI VIHAR, NORTH WEST-DELHI, DELHI, INDIA, 110034	
2.	KUTE WELLNESS INC. I-235, SECTOR-3, BAWANA INDUSTRIAL AREA, NEW DELHI, DELHI, 110039	Mr. Sudhir Shukla, Advocate [Mobile No.-9910845606]

35. The mandate of the learned Local Commissioners is as under:

- i) The learned Local Commissioners shall visit the premises of the Defendants as per the above table, to inspect and seize any Infringing Product or packaging material, either in fully or semi-manufactured condition, bearing the Impugned Mark 'PREGA SAFE' or any Mark which is identical or deceptively similar to the Plaintiffs' Marks 'PREGANEWS', 'PREGAHOPE', 'PREGAHAPPY', 'PREGAYOU', 'PREGALOVE', and 'PREGABLOSSOM'.
- ii) If knowledge is acquired of any other premises where the Infringing Product could be stored, the learned Local Commissioners are free to record the same and then visit the other premises and conduct a seizure there as well;
- iii) The learned Local Commissioners 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 impugned goods or any other documents, wrapper etc. so that it can be ensured that no fresh manufacturing of the Infringing Product can take place;



- iv) The learned Local Commissioners shall also obtain the details as to since when the Infringing Product are being used by the Defendant under the Impugned Mark, and obtain copies of the accounts if the same is found to be sold in market;
- v) The learned Local Commissioners 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 Defendants, and take photocopy and / or record of all such transactions that pertain to the Infringing Product, 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 Product under the Impugned Mark, in fully manufactured or unfinished condition, including packaging materials, advertising, promotional materials, pamphlets, brochures, boxes, videos, hoardings, banners, signage, cartons and other material bearing the Impugned Trade Mark 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 Commissioners are also permitted to break open the locks, with police help, if access to the premises where the Infringing Product have been stocked / manufactured, is denied to the Commissioners;
- viii) Upon being requested, the concerned Station House Officer shall render necessary cooperation for execution of the Commissions, as per this order;



ix) The learned Local Commissioners are permitted to take photographs and videograph of the proceedings of the Commissions, if it is deemed appropriate. Two representatives of the Plaintiffs, which would include a lawyer, are permitted to accompany the learned Local Commissioners;

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

36. Either the learned Counsel for the Plaintiffs or the learned Local Commissioners is directed to collect the certified copy of this Order from the Registry (Dispatch Branch) before the execution of the Commissions.

37. The learned Local Commissioners shall carry the certified copy of this Order for execution of the Commissions and a copy of the same shall be served upon the Defendant by the learned Local Commissioners at the time of the execution of the Commissions.

38. The fees of the learned Local Commissioners is fixed at ₹1,50,000/- (Rupees One Lakh Fifty Thousand Only) each excluding out of pocket expenses, travel, etc. All the aforesaid expenses shall be borne by the Plaintiff and paid in advance to the learned Local Commissioners named hereinabove.

39. The Commissions shall be executed within a period of two weeks, and the report of the learned Local Commissioners shall be filed within a period of two weeks thereafter.

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



41. It is directed that this Order shall be uploaded on the Court's website after the execution of the Commissions are completed, to enable effective execution thereof.
42. The Application stands disposed of.
43. Order *dasti* under the signature of Court Master.

TEJAS KARIA, J

DECEMBER 24, 2025
'gsr'