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

+ **CS(COMM) 24/2026**

M/s NURECA LTD.

.....Plaintiff

Through: Mr. Rachit Mittal, Mr. Parish Mishra,
Mr. Shubham Sonthalia, Mr. Abhishek
Sinha and Mr. Shivansh Bansal,
Advocates.

versus

ABDUL BARIQUE TRADER

.....Defendant

Through: None

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

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14.01.2026

I.A. 796/2026 (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, 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. Keerthi*, (2024) 5 SCC 815, exemption from the requirement of Pre-Institution Mediation is granted.

3. The application stands disposed of.

I.A. 798/2026 (Exemption from Service Advance Service of Suit to 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 of suit to the defendant.

5. Mr. Rachit Mittal, learned counsel for the plaintiff submits 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 trademark.

6. In view of the fact that the plaintiff has sought an urgent *ex-parte ad-interim* injunction along with the appointment of the Local Commissioner, the exemption from advance service of suit to the defendant is granted.

7. The application is disposed of.

I.A. 795/2026 (Interim Injunction)

8. This is an application filed on behalf of the plaintiff under Order XXXIX Rules 1 and 2 of CPC seeking *ad-interim* injunction against the defendant.

9. The plaintiff claims to have its origin in M/s Nectar Life Sciences Limited by whom the trademark “Dr.Trust” was adopted for the first time in 2010. The plaintiff claims to be a prominent Indian direct-to-consumer (D2C) healthcare brand within the home healthcare and wellness sector. It claims to be a publicly traded entity formally incorporated in 2016. The plaintiff also claims to be a specialist in home healthcare and wellness products and has launched 3 leading brands, including “Dr.Trust” , “Dr.Physio” and “trumom”.

10. The plaintiff states that it is the registered proprietor of the trademark “Dr.Trust” in India, USA, European Union and China. The list is extracted hereunder:-

Mark	Application No.	Date of Application	Class	Jurisdiction	Status
<u>“Trade Marks registered in India”</u>					
DR TRUST	2151603	May 30, 2011	5	India	Registered
	2297560	March 12, 2012	5	India	Registered



	3380756	October 4, 2016	5	India	Registered
	3380757	October 4, 2016	10	India	Registered
	3718500	January 3, 2018	9	India	Registered
DRTRUST	3898354	July 26, 2018	11	India	Registered
DRTRUST	3898364	July 26, 2018	10	India	Pending
	4284707	September 5, 2019	27	India	Pending
	4749604	November 19, 2020	3, 9, 28, 30, 35, 42	India	Pending
Dr Trust 36®	5054411	July 22, 2021	9, 42	India	Pending
<u>“Trade Marks registered in USA”</u>					
	88899081	May 4, 2020	10	USA	Registered
	88902397	May 6, 2020	9	USA	Registered
	88930779	May 23, 2020	5	USA	Registered
<u>“Trade Marks registered in European Union”</u>					
Dr Trust	018318746	October 9, 2020	9 & 10	EUIPO	Registered



<u>“Trade Marks registered in China”</u>					
DR TRUST	45143125	-	9	China	Registered
DR TRUST	45143124	-	10	China	Registered

11. The plaintiff claims that since the year 2016, annual turnover under the trademark “Dr.Trust” has reached Rs.353,17,26,356/- in India and Rs.48,73,958/- in the United States. This sustained financial growth, underscores the brand’s strong market presence, extensive consumer acceptance, and steady expansion across jurisdictions. The turnover figures for the period FY 2016- 2025, are detailed herein below:-

Year	Sales DR TRUST	
	India	USA
2016	15,721,329	N/A
2017	104,900,561	N/A
2018	330,545,001	N/A
2019	606,784,511	382,197
2020	2,003,703,324	4,491,761
2021	26,92,09,489	N/A
2022	4,91,25,955	N/A
2023	5,35,43,475	N/A
2024	4, 17,62,884	N/A
2025	5,64,29,827	N/A



TOTAL	3,531,726,356	4,873,958
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12. The plaintiff claims that it also has registered the domain names <https://drtrust.in/> and <https://drtrustusa.com/> in 2011 and 2017, which are being maintained by the plaintiff to date.

13. The plaintiff also claims to be engaged in the manufacture and sale of advanced massagers designed to target specific areas of the body, such as the neck, shoulders, back, feet, and other regions and equipped with a range of customizable functions tailored to the needs of consumers under the mark “Dr.Physio” brand.

14. The plaintiff claims to be the registered proprietor of the trademark “Dr.Physio” in India, United States and Europe as under:-

Mark	Application No.	Date of Application	Class	Jurisdiction	Status
	3514992	March 27, 2017	28	India	Registered
	4749605	November 19, 2020	10	India	Registered
DRPHYSIO (Word)	4625142	August 26, 2020	10	India	Registered

	018334338	November 6, 2020	10	Europe	Registered
	90355609	December 2, 2020	35	United States	Registered
	90355615	December 2, 2020	10	United States	Registered



15. The annual turnover claimed under the brand name “Dr.Physio” is stated to have exceeded Rs.129,48,59,684/- for 5 consecutive financial years which the plaintiff predicates on the brand’s robust market presence, extensive consumer reach, and continuous business growth. The figures for the period from FY 2021-2025, are set out below:-

Financial year	Expenditure (INR)	Turnover (INR)
2021-2022	11,73,84,324	45,21,46,574
2022-2023	3,59,80,000	28,90,34,475
2023-2024	4,02,68,631	24,75,47,457
2024-2025	3,99,42,342	30,61,31,177
Total	233,575,297	1,29,48,59,684

16. The plaintiff also claims to have a website under the domain name of <https://www.drphys.io/> registered from 16.02.2017, and the same provides significant information about the business activities of the plaintiff with its brand name “Dr.Physio” to the public all over the world, including India and United States.

17. The plaintiff claims to have conceived and adopted the distinctive trademark “Dr.Trust” and its variants which are inherently capable of distinguishing the goods of the plaintiff from those of all other traders. Since its adoption and commencement of use in 2017, the plaintiff claims to have undertaken continuous and extensive promotional activities to secure widespread public recognition for the “Dr.Trust” brand across the globe. These promotional efforts include coverage in news articles, trade magazines, press releases, social media outreach on platforms such as Facebook and Instagram, as well as video content disseminated through YouTube. The



table of promotional expenses are extracted hereunder:-

Financial Year	Nature of Expense	Party Name	Amount
FY 24-25	Business promotion	Rohit Sharma	10,338,806
FY 25-26	Business promotion	Rohit Sharma	10,849,719
FY 24-25	Advertising Exp	Facebook India Online Services Pvt Ltd- Advertisemen	390,642
FY 25-26	Advertising Exp	Facebook India Online Services Pvt Ltd- Advertisemen	3,917,124
FY 24-25	Advertising Exp	Google India Private Limited	3,725,607
FY 25-26	Advertising Exp	Google India Private Limited	3,516,088

18. The plaintiff asserts that its mark “Dr.Trust” has been declared and recognised as a well-known trademark by the Indian Trademark Registry and consequently is protected under Section 11 (2) of the Trade Marks Act, 1999. The Indian Trademark Registry has duly published the list of well-known trade marks dated 10.02.2025 which is reproduced hereunder:-

171	DR TRUST	NURECA LIMITED, SCO 6 TO 8, FIRST FLOOR, SECTOR 9-D, CHANDIGARH- 160 009, INDIA.	Registrar of Trade Marks	The Registrar observed that the “Dr. Trust” is a well-known trade mark.
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19. The plaintiff has also protected its trademark before this Court in *M/s*



Nureca Ltd. vs M/s A. A. Manufacturers & Ors. CS (Comm) 650 of 2021, whereby an *ad-interim* order was passed in similar circumstances *vide* Order dated 14.12.2021.

20. As per the information received by the plaintiff, the defendant “Physio



Trust”/ is engaged in the marketing and sale of physiotherapy equipment and related medical devices which is similar to the trade and business of the plaintiff. The plaintiff claims knowledge about the business, brand name and logo of the defendant in the year 2025 only. The application for the infringing mark was filed by *Abdul Barique Trading as Physio Trust* on 08.04.2024 on a ‘Proposed to be Used Basis’, having number 6379476 in Class 10. The said application was opposed by the plaintiff on 30.12.2024 by way of a notice of opposition. The said trademark application was subsequently abandoned on account of non-filing of counter-statement by the plaintiff *vide* order dated 05.05.2025.

21. The mark used by the defendant is claimed to be identical and deceptively and confusingly similar to the plaintiff’s prior trademark. The use of the impugned mark by the defendant in respect of identical or allied goods is claimed to mislead consumers into believing that the defendant’s goods originate from the plaintiff. That on a further search plaintiff claims to have found the goods of the defendant offered for sale under the mark “Physio Trust” on many e-commerce platforms like Flipkart etc.,

22. It is claimed that the use of impugned mark or an identical or deceptively similar mark for similar goods, will inevitably result in confusion, deception, and association in the minds of the public, causing irreparable harm to the plaintiff’s business, goodwill, and reputation. It is asserted that the defendant has dishonestly adopted the impugned mark with the intention



of riding upon the plaintiff's longstanding reputation and deriving unfair commercial advantage therefrom. In these circumstances, the plaintiff seeks an *ex-parte ad-interim* injunction against the defendant from using, selling and manufacturing its products and offering the same for sale under the impugned mark "Physio Trust".

23. On a consideration of the aforesaid submissions and documents on record, it appears that the mark adopted by the defendant *prima facie* infringes the trademark of the plaintiff. The comparison of the marks *prima facie* indicate that they are deceptively similar and they are likely to cause confusion in the mind of the unwary consumer of average intelligence and imperfect recollection. It is evident that the goods being similar, the consumer base is also common to both parties. There is a likelihood of the general public perceiving the goods of the defendant as that of the plaintiff.

24. Keeping in view the facts noted above, the balance of convenience appears to be tilted in favour of the plaintiff and in case an *ex parte ad-interim* injunction is not passed, it is likely to cause irreparable injury and loss which may not be sufficient to be compensated in monetary terms.

25. In the aforesaid circumstances, it would be appropriate to grant an *ex-parte ad-interim* injunction against the defendant. Accordingly, it is directed as under:-

- a. Defendants, their partners, directors, proprietors, if any, franchisees, officers, servants, agents, distributors, stockists, representatives and anyone acting for or on their behalf are restrained from using the plaintiff's trade mark/name "Dr.Trust" and "Dr.Physio" or any mark/name deceptively similar thereto, in any manner, including as a part of the impugned mark/name "Physio Trust" amounting to infringement of the plaintiff's registered trade marks.
- b. Defendants, their partners, directors, proprietors if any, franchisees,



officers, servants, agents, distributors, stockists, representatives and anyone acting for or on their behalf are restrained from using the plaintiffs trade mark/ name “Dr.Trust” and “Dr.Physio” or any mark/name deceptively similar thereto, in any manner including as a part of the impugned mark/name “Physio Trust” amounting to passing off the defendant’s business/services as those of the plaintiff.

26. Let the reply to this application be filed by the defendants within 4 weeks from service and rejoinder, thereto, if any, be filed within 2 weeks thereafter.

27. List before the Joint Registrar (Judicial) for completion of service and pleadings on 02.03.2026.

28. List before this Court on 25.05.2026

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29. In the above circumstances, let the plaint be registered as a Suit.

30. Issue summons of the Suit through all permissible modes upon filing of the process fee.

31. The Summons shall state that the Written Statement shall be filed by the defendants within 30 days from the date of the receipt of Summons. Alongwith the Written Statement, the defendants 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.

32. 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 defendants be filed by the plaintiff, without which the Replication shall not be taken on record.

33. 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.

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

35. List before the Joint Registrar on 02.03.2026 for completion of service and pleadings.

36. List before this Court on 25.05.2026

I.A. 797/2026 (Appointment of Local Commissioner)

37. The present application has been filed by the plaintiff under Order XXVI Rule 9 read with Order XXXIX Rule 7 of the CPC seeking appointment of the 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.

38. After having perused the plaint and the documents in support thereof and hearing learned senior counsel for the plaintiff, this Court is of the, *prima facie*, opinion that in order to preserve the evidence of the infraction by the defendants and in order to ensure that the injunction is fully complied with, it is deemed appropriate to appoint a Local Commissioner. Accordingly, the following is appointed as Local Commissioner with a direction to visit the premises of the defendants specified against their name:-

S.No.	Name and contact details of Local Commissioner	Location
1	Ishita Khurana Ph: 9811031111 Enrolment No.D/6380/2022	Physio Trust, G.I. 47, Basement, Lawrence Road, New Delhi-110035.

39. The Commission be executed with the following directions:-



- i) Local Commissioner shall visit the premises of the defendant as outlined above to inspect and seize any infringing product of the defendant, and may be accompanied by representatives of the plaintiff in order to assist in conducting inspection of the said premises.
- ii) Local Commissioner shall make an inventory of the products bearing the impugned trade dress/packaging and/or any other deceptively similar trade dress/packaging to the plaintiff's packaging along with any marketing/packaging material, labels, brochures, advertisements, etc. thereof and provide a copy of the same to the representative of the plaintiff;
- iii) If knowledge is acquired of any other premises than the aforesaid premise, where the infringing product could be stored or services can be provided from, the Local Commissioner is free to record the same and then visit the other premises and conduct a seizure there as well;
- iv) Local Commissioner is permitted to take photographs/videos of the impugned material, products bearing the impugned packaging, and the defendants' premises so visited;
- v) Local Commissioner shall seize any and all products/materials, stationery, goods, books of accounts etc., bearing the impugned trade dress/ packaging, procured at the premises of the defendants and release it on *superdari* to the representative of the defendants, with an undertaking that they will not be disposed of except under orders of this Court;



- vi) Local Commissioner shall inspect and make copies of the account books/ledgers/case books, bill books and all other relevant documents (whether maintained as physical copies or e-records) discovered from the premises mentioned herein above;
- vii) Local Commissioner is also permitted to break open the locks in case of resistance by the defendants and seek police assistance, if necessary;
- viii) To ensure unhindered and effective execution of the Commission, the Station House Officer (SHO) of the local police station within whose jurisdiction the premises of defendants lie, is directed to render all necessary assistance and protection to the Local Commissioner, if and when sought;
- ix) The 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.

40. The Commission be executed within a period of ten (10) days from today and the report of the Local Commissioner shall be filed within a period of two weeks thereafter.

41. The fees of the Local Commissioner is fixed at Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only), excluding out of pocket expenses, travel, lodging etc., to be borne by the plaintiff and paid in advance to the Local Commissioner.

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

43. 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.

44. Concerned parties shall comply with the directions in the order without waiting for the certified copy of the same.

45. Accordingly, the application is allowed and is disposed of.

TUSHAR RAO GEDELA, J

JANUARY 14, 2026/rl