

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

**INTERIM APPLICATION (L) NO. 18951 OF 2025
IN
COMMERCIAL IP SUIT NO. 612 OF 2025**

Sapat International Pvt Ltd ...Plaintiff

Versus

Niravi Consumer Llp And Ors. ...Defendant

*Mr. Hiren Kamod a/w Mr. Prabhakar Jadhav, Mr. Ashish Mehta, Advocate
for the Applicant/Plaintiff.*

Mr. Alankar Kirpekar a/w Mr. Ayush Tiwari, Advocate for the Defendant.

CORAM : SHARMILA U. DESHMUKH, J.

DATE : DECEMBER 19, 2025

P. C. :

1. By this interim application filed under order 39 Rule 2A of Code of Civil Procedure, 1908, Contempt is alleged of order dated 28.01.2025 passed by this Court.
2. In order of 28.01.2025, this Court in paragraph 2 recorded the statement of the learned Counsel appearing for the Defendants without prejudice to the rights and contentions of the party, that wherever the Defendants are selling tea in packaged form, they shall not use the mark "Sapat" on the packaging/ trade dress and they shall

also not use the aforesaid mark "Sapat" while advertising their product of packaged tea.

3. The Applicants/ Plaintiffs have come with the case, that the latter part of the statement that they shall not use the aforesaid mark "Sapat" while advertising their product of packaged tea has been violated by the Respondents. It is pleaded in the Application that the Respondents continue to display signages of the mark "Sapat Niravi" outside their shop and despite the statement made before this Hon'ble Court, the Respondents are selling, advertising and marketing their product using the Plaintiffs trademark "Sapat". In support, the copies of the cash receipts issued by Respondents are set out in paragraphs 8 and 9 of the Application.

4. In the Affidavit in reply, the Respondents have stated that none of the packaged tea products of the Respondents bear the mark "Sapat" and that the Respondents are not selling any packaged tea and are selling loose tea through the outlets operating under the trading name Arjun Ventures India LLP which is the owner of trading concern Sapat and Company, Nashik. It is stated that the order of 18.10.2024 is restricted to packaged tea only, and does not extend to sale of loose tea and that there is no restriction on use of the trading name Sapat and Company for selling loose tea. It is further stated the "Sapat Niravi" range of products are products falling in Class 5 i.e. Ayurvedic

Health Beverages, and the signages at the shop are for the purpose of showing to the world at large that they are authorized resellers of "Sapat Niravi" products originating from Sapat Global Health Private Limited and that none of the signages as shown in paragraphs 9 and 10 of the Interim Application use the word tea along with "Sapat Niravi".

5. In the Affidavit in reply filed by the Respondent no. 4 which is similar to the Affidavit in reply filed by the Respondent No. 5, in addition, it is stated that as regards the bills issued in the name of Sapat and Company, Nashik in order to avoid any allegation of contempt, Defendants have even started using new invoice/bill book and specimen invoices are reproduced. In the Affidavit in reply dated 24.07.2025 filed by the Respondent No. 4, as regards, the cash receipts which are reproduced in the Interim Application, it is stated that the cash receipts are third party shops wherein not just the Defendant products are being sold but other products of different products are sold and the Defendants have no control over the day-to-day affairs of the concerned shops.

6. I have heard the learned Counsel for the Plaintiff as well as the learned Counsel appearing for the Defendant who have reiterated the contentions set out in their respective pleadings.

7. By order dated 28.01.2025, the statement was made on behalf of the Defendant, that on the packaged form of tea product they will not

use the mark "Sapat". This part of the statement has been duly complied and the grievance is that, though, the statement has been made that the mark "Sapat" shall not be used while advertising their product of packaged tea, while selling their packaged tea, the cash receipts issued in the name of Sapat and Company, Nashik and in some of the invoices of their dealers, the mark "Sapat Tea" has been clearly used. The photograph of the signages outside the shop are also reproduced.

8. During the hearing, an explanation was sought as regards the pleadings set out in paragraphs 8 and 9 of the Interim Application which shows that "Niravi Tea" which is packaged tea is sold under the invoices which bear the mark "Sapat Tea" in respect of which the Respondents had made a statement before this Court that the same shall not be used. From the affidavit in reply filed by the Respondents, a case is sought to be made out that, in so far as the signages are concerned, the Respondents are using "Sapat Niravi" in respect of their Ayurvedic products in class 5. It is not pointed out that there is any restraint against the use of mark "Sapat Niravi" in respect of class 5 product.

9. The relevant issue in the present case is whether the trademark "Sapat" is used in relation to packaged tea. Though the product i.e the packaged tea is sold under the "Niravi" trademark which does not bear

the mark "Sapat", the invoices issued for sale of "Niravi Tea" is in name of Sapat and Company and even the cash receipts issued by the dealers of the Respondent reflect the trademark "Sapat Tea".

10. When a statement is made to the Court stating that Defendants will not use the mark "Sapat" while advertising their product of packaged tea, it is expected that there will be total cease and desist from use of the mark "Sapat" in regard to the product of packaged tea. *Prima facie* while selling its packaged tea, the trademark of "Sapat Tea" is used through the medium of cash invoices/receipts. Solemn statement was made to the Court, it is the responsibility of the Defendants to ensure that their dealers are duly communicated of the said order and are asked to desist from using the mark "Sapat Tea" while selling their packaged tea. From the material on record, I do not find any such pleading on behalf of the Defendants, that the order was duly communicated to their dealers and they were called upon to stop using the mark "Sapat Tea". It is no answer to say that their dealers are third party shops in which they have no control. If this was the position, the Defendants should not have made the statement before this Court. The depiction of the mark "Sapat Tea" on the cash receipt/invoices *prima facie* amounts to advertisement of the product using the mark "Sapat". There is no specific pleading in the affidavit in reply, that the cash receipts set out in paragraphs 8 and 9 of the plaint are forged or

fabricated or that they do not belong to the Defendants or their dealers. On the contrary, the response is that in order to avoid any allegation of contempt the Defendants have started using new invoice/bill book in the name of Arjun Ventures India LL which amounts to admission of issuance of receipts/invoices.

11. The statements made to this Court cannot be taken lightly and casually. A circuitous route cannot be adopted to circumvent the statements which are accepted as undertaking given to this Court. It is expected that when a statement is made to the Court, the statement is followed in letter and spirit. In event of any unintentional violation, it is expected that the parties would come clean in the Affidavit in reply and would set out the facts to demonstrate that despite due efforts and diligence exercised by the Defendants, for some unavoidable circumstance, there has been an unintentional non-compliance of the order of this Court. I do not find the Defendants conduct in not providing any specific response to the allegations in paragraphs 8 and 9 and the explanations tendered to be blemish free.

12. In light of the above, list the matter for further consideration on 12.01.2026. The Respondent No. 5-Nikhil Jayant Joshi to remain present in the Court on the next date of hearing.

[SHARMILA U. DESHMUKH, J.]