IN THE COURT OF DR. SAVITRI, DISTRICT JUDGE
(COMMERCIAL COURT) - 06, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI

CS (Comm) No. 404/2021

CNR No. DLCT01-001585-2021

MAHESH NAMKEEN PVT. LTD.
B-16, AMAUAL INDUSTRIES AREA
NADARGANJ, LUCKNOW-226008
UTTAR PRADESH

…..PLAINTIFF

VS

OM PRAKASH NEBHWANI
TRADING AS: MAHESH MATAR NAMKEEN
G-1, 70, MUMAL RESIDENCY,
SHRI KUSHAL NAGAR,
NEAR RIICO PULIYA,
SANGANER, JAIPUR, RAJASTHAN

….DEFENDANT

Date of institution of case : 02.02.2021
Date of arguments : 06.10.2026
Date of pronouncement of judgment : 22.10.2026

J U D G M E N T :

FACTS MENTIONED IN THE PLAINT:-

1. The present is a commercial suit for permanent injunction restraining infringement and passing off of registered trademark of plaintiff; delivery up; rendition of accounts etc. filed by the plaintiff against the defendant.

2. The plaintiff is a registered company and has filed the present suit through its director Mr. Yogesh Chawla. The company is engaged in the business of manufacturing and

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marketing namkeens, snacks, confectionary and other related material and is using its trade name Mahesh Namkeen Pvt. Ltd. The company is owner of trademark MAHESH (word mark in English and Hindi language both) and the label Mahesh with/without image of parrot, which it uses on the packaging of its goods. The word MAHESH forms essential and dominating part of its trade name. The plaintiff adopted the trademark MAHESH with parrot image in the year 1983 and has been using the same continuously till date.

3. The plaintiff also obtained registration for the said mark. Plaintiff is carrying on its business in major parts of the country, using its unique mark, which is a combination of word mark and device. Therefore, it constitutes an artistic work also and plaintiff has copyright therein. The plaintiff claims that its mark is distinctive and associated with its goods on account of continuous, extensive and exclusive user and it spends a huge amount on its promotion and advertisement.

4. The plaintiff is also carrying on its business on its interactive website www.maheshnamkeen.com. The website is openly accessible and is extensively servicing its customers within Central Delhi apart from other places. The plaintiff is also selling its products on IndiaMart web platform. The plaintiff trademark is a well known trademark and the said mark has become synonyms with the high quality goods and business of the plaintiff.

5. The defendant is engaged in same trade and business as that of the plaintiff. It is also manufacturing and marketing namkeens, snacks, confectionary and related items using the same mark MAHESH. The defendant has dishonestly and

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malafidely adopted and using the deceptively similar trademark MAHESH with the image of parrot on some articles and peacock on others. In this manner, the defendant is illegally projecting his association with the plaintiff in order to ride on the goodwill and reputation of the plaintiff. The defendant is doing so in order to make easy and quick money at the expense of plaintiff. The mark adopted by the defendant is slavish copy of the plaintiff's mark.

6. The defendant was fully aware of the plaintiff's goodwill and reputation when he adopted the impugned mark because he is nephew of the director of the plaintiff company. The defendant and his mother used to purchase goods of the plaintiff under the said trademark of plaintiff from him in the year 2001. Not only this, in the year 2005-2006, the defendant has also applied for registration of impugned trademark MAHESH HARA MATAR (in Urdu language) and MAHESH label but later on withdrew/abandoned the same.

7. In the month of July, 2019, the plaintiff learnt about the defendant's malafide adoption and use of impugned trademark of plaintiff. Plaintiff found out the same and also got to know that defendant had applied for registration of the said trademark. Accordingly, plaintiff filed a trademark suit against the defendant but later on withdrew the same because it could not lay its hands on any impugned products at that time.

8. Thereafter, the plaintiff filed a criminal complaint against the defendant on finding out about the use of impugned mark by the defendant in Sanganer, Rajasthan. Not only this, the defendant had also filed a suit against the plaintiff in the district court of Jaipur based on some false and fabricated documents.

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9. On deeper investigation, the plaintiff was able to lay its hands on the impugned goods of the defendant in the markets of Central Delhi. Their photographs have been placed on record alongwith the plaint. Plaintiff learnt from its dealers and distributors that the defendant has recently started using the impugned trademark in Central Delhi and is carrying on its activities in a clandestine way without issuing formal sale bills and in this manner, selling its goods in the markets of Central Delhi i.e. Pahar Ganj, Karol Bagh, Khari Baoli, Chandni Chowk, Lahori Gate etc. The plaintiff wants to injunct the defendant from using the impugned mark. Hence, the present suit.

10. The plaintiff has also sought an order for rendition of account of the profit earned by the defendant riding on its reputation and has also prayed for delivery of all the finished and unfinished goods and material bearing the impugned trademark/label for the purpose of destruction/eraser.

11. During course of arguments, the Ld. Counsel for the plaintiff has also prayed for punitive damages in favour of plaintiff and against the defendant.

WRITTEN STATEMENT:

12. Since the defendant failed to file WS despite expiry of maximum statutory period of 120 days from service, his right to file WS was forfeited and defence was struck off vide order dated 28.03.2023.

ISSUES:

13. Vide order dated 20.07.2023, the following issues were framed by my Ld. Predecessor:

> *1. Whether the plaintiff is entitled for a Decree of Permanent Injunction restraining the defendant, its proprietors, partners, directors, agents, representatives,*

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distributors, assigns, heirs, successors, stockists and all others acting for and on their behalf from using, selling, soliciting, exporting, displaying, advertising or by any other mode or manner dealing in or using the impugned Trade Mark/ Label/ Trade name "MAHESH MATAR NAMKEEN" or "MAHESH JI" with or without the DEVICE of 'PARROT', as asked for in the plaint (Ref.: Para 31, Prayer (a) in the plaint (OPP)?

2. Whether the plaintiff is entitled to a Decree of Permanent Injunction restraining the defendant from passing off or dealing with its assets including its premises at the addresses mentioned in the Memo of Parties and stocks-in-trade, etc. as prayed in the plaint (Ref.: Para 31, Prayer (a) in the plaint (OPP)?

3. Whether the plaintiff is entitled to a Decree of Permanent Injunction restraining the defendant from violating the Copyrights in the impugned trademark as prayed for in the plaint (Ref.: Para 31, Prayer (c) in the plaint (OPP) ?

4. Whether the plaintiff is entitled to a Decree of Rendition of Accounts of profits earned by the defendant by their impugned illegal trade activities as prayed for in the plaint (Ref.: Para 31, Prayer (d) in the plaint (OPP)?

5. Relief.

PLAINTIFF'S EVIDENCE:-

14. Initially, the plaintiff intended to examine its AR Sh. Ashok Kumar Shrivastava, aged 64 years and his evidence affidavit was also filed on record but later on, an application was moved for change of AR on the ground of his ill health and old age. The application was allowed and new AR was permitted.

15. Thereafter, the plaintiff has examined Sh. Santosh Kumar Singh Chauhan, new AR of the plaintiff, in its evidence.

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The evidence of the plaintiff is on the lines of the plaint. The plaintiff has relied upon the following documents:-

S.No.	Exhibit/Mark	Date of Exhibit	Description of Exhibit
1.	Ex. PW1/1	20.05.2025	Representation of the products under the trademark/label/trade name of the plaintiff from www.maheshnamkeen.com
2.	Ex. PW1/2	20.05.2025	Representation and photograph/ colour copy of the impugned product under the impugned trademark/label/trade name of the defendants
3.	Ex. PW1/3	20.05.2025	Status and registration certificates of plaintiff's registered trademarks alongwith receipt of LPC
4.	Mark A	20.05.2025	Deed of assignment dated 08.01.2007 whereby the present plaintiff was assigned the ownership and right to use the trademarks
5.	Ex. PW1/5	20.05.2025	Sales figures of the plaintiff for the products
6.	Ex. PW1/6	20.05.2025	Printout of web downloads from plaintiff's interactive website and other interactive websites and business portals and interactive social media platform regarding sale of plaintiff's goods
7.	Ex. PW1/7	20.05.2025	Copy of memorandum and article of association of plaintiff company
8.	Ex. PW1/8	20.05.2025	Sales invoices of plaintiff for the products
9.	Ex. PW1/9	20.05.2025	Advertisement and promotional material and invoices of plaintiff including those for promotion on IndiaMart for the products
10.	Ex. PW1/10	20.05.2025	Invoices for packaging material for the products
11.	Ex. PW1/11	20.05.2025	Indian Industries association membership invoices

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12.	Ex. PW1/12	20.05.2025	Domain name purchase and website designing invoices of plaintiff
13.	Ex. PW1/13	20.05.2025	Caution notice published by the plaintiff for the products
14.	Ex. PW1/14	20.05.2025	Printouts of online status alongwith orders/notings and related documents for defendant's withdrawn/abandoned trademark application no. 1000070, 1459020 and 1468594 all in class 30
15.	Ex. PW1/15	20.05.2025	Printouts of online status, examination report, plaintiff's opposition and defendant's counter statement in defendant's recent trade mark application no. 4203696 in class 30
16.	Ex. PW1/16	20.05.2025	Copy of plaint in previous suit TM No. 1638/19 filed by plaintiff before this Court
17.	Ex. PW1/17	20.05.2025	Copy of order dated 19.12.2019 for withdrawal of above suit with liberty alongwith copy of withdrawal application and copy of order dated 12.09.2019
18.	Ex. PW1/18	20.05.2025	Copy of report dated 29.09.2020 in police complaint filed by the plaintiff
19.	Ex. PW1/19	20.05.2025	Copy of suit no. 45 of 2020 for groundless threats filed by defendants
20.	Ex. PW1/20	20.05.2025	Copies of invoices under the trade name issued by plaintiff to defendant in the year 2000-2001 showing awareness of defendants about plaintiff's trademark
21.	Ex. PW1/21	20.05.2025	Copies of three favourable court orders with respect to plaintiff's trade mark
22.	Ex. PW1/22	20.05.2025	Board resolution executed by the plaintiff in favour of AR of the plaintiff Mr. Santosh Kumar Singh Chauhan
23.	Ex. PW1/23	20.05.2025	Local Commissioner report

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16. During cross examination by Ld. Counsel for the defendant, the witness deposed that he joined the plaintiff company on 20.02.2025 (his evidence was recorded on 20.05.2025). He deposed that there are three trademarks registered in the name of plaintiff, the same are (a) brand name MAHESH (b) Label MAHESH and (c) trade name MAHESH. The witness stated that registered office of the plaintiff is at Lucknow and the plaintiff does not have any office/counter at Delhi. He deposed that defendant is Jaipur based but denied the suggestion that the products of defendant are generally sold in Jaipur only.

17. The witness further deposed that the defendant's products are sold at Delhi also and were seized by the Ld. Local Commissioner appointed in this case on directions of Court in the month of January, 2021. He denied the suggestion that the products of defendant are not sold in Delhi. He denied the suggestion that no goods of defendant were seized at Delhi as none of the Local Commissioners authorized by court in that regard.

18. The witness further deposed that he had not filed any document on record to show that the defendant is carrying on business at Delhi. He denied that the trademarks of plaintiff and defendant were visually different. The witness deposed that he knew the difference between a parrot and peacock and that the trademark of plaintiff consists of parrot and the defendant's trademark consists peacock.

19. The witness first deposed that he could not tell the name of any shop or location in Delhi where the products of defendant are available. Thereafter, again he said that the

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impugned goods are sold in Pahar Ganj area, Khari Baoli and Central Delhi but he could not tell the name of any shop.

20. He further deposed that he had not seen the products of defendants being sold in Delhi and was deposing on the basis of record only. The witness further deposed that none of the invoices (regarding sale of defendant's products) relied by the plaintiff pertained to Delhi. He denied the suggestion that the plaintiff does not carry any business at Delhi because no document has been filed by the plaintiff to show any such supply at Delhi. He also admitted that there is no such document filed on record by the plaintiff, which shows the business of plaintiff at Delhi. He volunteered that plaintiff makes online sales through IndiaMart and maheshnamkeen.com. The witness expressed ignorance, if the defendant was also doing online trading of its goods.

21. Thereafter, his further cross-examination was deferred and some days later, another application was made by the plaintiff for change of AR that AR Santosh Kumar Singh had left the company and the application was allowed. Now, Sh. Akhilesh Kumar Singh was substituted as AR of the plaintiff and his evidence was recorded in place of the earlier AR. The plaintiff adopted the cross examination of their previous AR and matter was proceeded further.

22. The new AR Sh. Akhilesh Kumar Singh led his evidence on affidavit and relied upon the documents already exhibited as Ex. PW1/1 to Ex. PW1/21 (colly) and Ex. PW1/23 (colly) in the evidence of the earlier AR Sh. Santosh Kumar Singh. He also relied upon board resolution Ex. PW1/24 in his favour authorizing him to depose on behalf of the plaintiff.

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23. During cross examination, the witness admitted that the plaintiff has no branch office in Delhi. He volunteered that the goods of plaintiff are sold in Delhi at different places but he could not tell the name of any shop wherein the plaintiff's products are being sold.

24. The witness further deposed that he has not physically seen the products of the defendant but only photographs of the same in his office file. He admitted that his evidence affidavit was sent by the plaintiff counsel to Lucknow but denied that he was not aware of the facts of the case and was deposing on the basis of affidavit drafted by his counsel. He denied the suggestion that he was deposing falsely.

25. I have heard the arguments advanced by Ld. Counsel for the parties. I have been through the court file as well as through the report of Ld. Local Commissioner.

26. Ld. Local Commissioner Sh. Amit Kumar Gupta, Advocate had visited the premises of defendant at Sanganer, Jaipur and found huge quantity of impugned goods there. The same were seized also. One bill book of defendant was also seized with the title "Mahesh Matar Namkeen". The impugned articles are visible in the photographs also. The site was also videographed by the Ld. Local Commissioner. The LC's report has proved that the impugned goods are available at Jaipur, Rajasthan and presumably been sold there but it cannot lead the court to presume that the goods are sold at Delhi also.

27. The case of the plaintiff is that it is selling its goods at Delhi through its own interactive websites and other commercial websites like IndiaMart etc. The defendant does not have any office or physical shop within the jurisdiction of Central District,

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Delhi nor does the plaintiff have any. It is admitted position between the parties.

28. The Ld. Counsel for the defendant has argued that this court does not have territorial jurisdiction to entertain the present suit and on this account, the suit is liable to be dismissed due to lack of jurisdiction as the court is not competent to adjudicate on the same.

29. On the other hand, Ld. Counsel for the plaintiff has argued that this court has territorial jurisdiction to entertain the present case.

30. Before delving on the issue of jurisdiction, it is worth to have a glance at Section 20 of CPC. Section 20 of CPC reads as follows:

"20. Other suits to be instituted where defendants reside or cause of, action arises .-

Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction-

(a) the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or

(c) the cause of action, wholly or in part, arises.

[Explanation] A corporation shall be deemed to carry on business at its sole or principal office in [India] or, in respect of any cause of action arising at any place where it has also a subordinate office, at such place."

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31. The case of the plaintiff is that as per the provisions of Section 134 of the Trademarks Act, 1999 and Section 62 of Copyright Act, notwithstanding Section 20 of CPC, an action for infringement of registered trademark can also be maintained at the place where the plaintiff is carrying on its business. Since the plaintiff can be deemed to be carrying on business from Delhi in view of its interactive website being accessible from Delhi, the Central Delhi courts will have jurisdiction to entertain the case for infringement of its trademark.

32. Ld. Counsel for the plaintiff has relied upon the following judgments in support of his submissions:-

i. World Wrestling Entertainment, Inc. Vs. M/s. Reshma Collection & Ors., FAO (OS) 506 of 2013 decided on 15.10.2014 by the Division Bench of Hon'ble High Court of Delhi

ii. V Guard Industries Ltd. Vs. Sukan Raj, CS (Comm) No. 25 of 2021 decided on 05.07.2021 by the Single Bench of Hon'ble High Court of Delhi

33. I have been through the judgment of ***World Wrestling Entertainment, Inc. Vs. M/s. Reshma Collection & Ors.*** The crux of this judgment is that Hon'ble High Court held that availability of transactions through interactive website at a particular place was virtually the same thing as the seller having shop in that place in physical world, therefore, wherever an interactive website could be accessed for purchase of goods, it can be equated to a physical shop within that area. Accordingly, the place from where the website could be accessed can be said to be a place where that company was carrying on its business

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irrespective of there being no existence of any physical shop in that area.

34. I have also been through the judgment of ***V Guard Industries Ltd. Vs. Sukan Raj***. The Hon'ble High Court held that where the plaintiff had its supply office in Delhi and had purchased the defendant's impugned products at Delhi from the interactive website of defendant and such website being accessible from Delhi, the Delhi courts had jurisdiction in the matter. In such a scenario, an action against infringement of trademark and passing off was available to the plaintiff even if the defendant did not have an office in Delhi. At the strength of this judgment, the Ld. Counsel for the plaintiff has argued that Delhi courts have jurisdiction.

35. Ld. Counsel for the plaintiff has also relied upon the following judgments:-

i. Adobe System, Inc & Anr. Vs. Mr. P. Bhoominathan & Anr., CS (OS) No. 2065/2003

ii. Sholay Media and Entertainment Pvt. Ltd. & Anr. Vs. Parag Sanghavi & Ors. CS (OS) 1892/2006

36. These two judgments have been relied by the plaintiff to show that even if it has not been specifically pleaded in the plaint, the court may also award punitive damages against the defendant alongwith the relief of compensatory damages that has been prayed already.

37. The Ld. Counsel for the defendant has relied upon the following judgments to show that this court does not have territorial jurisdiction to entertain the present case:

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a) Indian Performing Rights Society Ltd. Vs. Sanjay Dalia, (2015) 10 SCC 161

b) Ultra Home Construction Pvt. Ltd. Vs. Purushottam Kumar Chaubey, 2016 SCC OnLine Del 376

c) Banyan Tree Holding (P) Ltd. Vs. A. Murali Krishna Reddy, 2010 (42) PTC 361 (Del) (DB).

38. It is important to note that the judgment relied upon by the plaintiff are of Hon'ble Delhi High Court while the judgments relied by the defendant are of the Hon'ble Supreme Court of India and Division Bench of Hon'ble Delhi High Court.

39. Ld. counsel for the defendant relied upon ***Indian Performing Rights Society Ltd. Vs. Sanjay Dalia*** to argue that Section 134 of the Trademarks Act and Section 62 of Copyright Act, no doubt provide an additional forum to the plaintiff to institute proceedings against infringement of trademark at a place where plaintiff is carrying on business but it does not permit forum shopping nor does it confer unfettered right to institute suits at any convenient location.

40. The Hon'ble Supreme Court had held that jurisdictional provisions must be applied in a manner that prevents forum shopping. This matter dealt with a harmonious interpretation of the provisions of Section 20 CPC, Section 62 of the Copyright Act and Section 134 of the Trademarks Act. The Hon'ble Court observed that it is clear that if a cause of action has arisen wholly or in part where the plaintiff is residing or carrying on business or working for gain, suit can be filed at such place.

41. The plaintiff can also institute a suit at a place where he is residing or carrying on business sans the fact that cause of action arose elsewhere. However, this right to institute suit at

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such a place has to be read, subject to certain restrictions. In case the plaintiff is residing or carrying on business at a particular place and at such place, cause of action has arisen wholly or in part, the plaintiff cannot ignore such a place under the garb that he is carrying on business at other far away place also. The very intention of insertion of these provisions in Copyright and Trademarks Acts is convenience of the plaintiff. The interpretation of provisions has to be such, which prevents the mischief of causing inconvenience to parties.

42. Where a corporation is having an original place of residence/business and cause of action has also arisen at that place, it has to institute a suit at that place only and not at other places. The provisions of Section 62 of the Copyright and Section 134 of Trademarks Act never intended to operate in the field where the plaintiff had its principal place of business at a particular place and also cause of action has arisen at that place; so as to enable it to file at a distant place where its subordinate office is situated at a place where no cause of action has arisen.

43. The said provisions were inserted in Copyright and Trademark Acts to cure the mischief in existing law, which did not provide the plaintiff to sue at a place where he ordinary resided or carried on business. The said mischief was sought to be removed by incorporating the remedies of Section 62 of Copyright Act and Section 134 of Trademarks Act. These provisions enable the plaintiff to file suit at the aforesaid place where it was ordinary residing/working for gain but if they were also residing/carrying on business at the same place where cause of action has arisen, partly or wholly, the said provisions have not

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provided any additional remedy to them to file a suit at a different place.

44. The Hon'ble Supreme Court also referred to the parliamentary debates discussions in this regard to observe that the idea was to provide remedy to the plaintiff at a convenient place. He is not to travel far away. The intention was not to enable the plaintiff to take defendant to farther place leaving his own place of residence/business. The right to remedy given is not unbridled and is subject to prevention of abuse of the aforesaid provision. The Parliament never intended that these provisions be surpassed by the plaintiff by instituting suit in wholly unconnected jurisdiction. In that case, the principal place of business of plaintiff was at Mumbai but still the place for suing was chosen as Delhi. The court observed that if a plaintiff is having main office at Mumbai and cause of action has also arisen in Mumbai, the very fact that the plaintiff is having branch office at Kanya Kumari/Port Blair, the plaintiff cannot be allowed to drag a defendant to Kanya Kumari/Port Blair. The provisions cannot be interpreted in this manner, devoid of the object of the Act because the legislative intent is very clear and object of the provision can be further achieved only if provisions are interpreted as mentioned above.

45. Ld. counsel for the defendant has also relied upon ***Ultra Home Construction Pvt. Ltd. Vs. Purushottam Kumar Chaubey.*** This case is popularly known as *'Amrapali case'*. The facts of the case were like this that the plaintiff Ultra Home Construction Pvt. Ltd is the flagship company of Amrapali Group, the famous real estate developers. It has its principal place of business (registered office) at Community Centre, Karkardooma, Delhi. It was also

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operating a hotel at Deogarh, Jharkhand in association with Clark Inn Hotel Group. The hotel was being run in the name of Amrapali Clark Inn.

46. The plaintiff is a famous real estate developer company. The defendant launched a residential project in Deogarh, Jharkhand under a deceptively similar name *'Ambapali Green'*. The plaintiff brought a suit at Delhi to restrain the defendant from going ahead with its residential project with the deceptively similar name of Ambapali. Hon'ble Single Bench Judge of the Delhi High Court dismissed the suit of the plaintiff Amrapali on the ground of lack of territorial jurisdiction.

47. Amrapali appealed to the Hon'ble Division Bench. The Hon'ble Division Bench upheld the judgment of Hon'ble Single Bench on the aspect of lack of territorial jurisdiction in Delhi. This judgment relied upon the judgment of ***Indian Performing Rights Society Ltd. Vs. Sanjay Dalia***. The Hon'ble Bench observed that though Amrapali had filed the suit at Delhi on the ground that it had its principal office located in Delhi and therefore by virtue of Section 134 (2) of Trademarks Act and Section 62 (2) of the Copyright Act, Delhi High Court had jurisdiction in the matter. The Hon'ble Bench held that a correct interpretation of the above referred provisions of Trademark Act and Copyright Act, which allowed the plaintiff to sue the defendant for violation of trademark and copyright at the place where the plaintiff is located; would be that the rights of plaintiff to invoke this additional jurisdiction, are not unbridled. Apart from the fact that the plaintiff is having a registered office at Delhi, the jurisdiction of Delhi court would be available only if

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the cause of action has also arisen within the jurisdiction of Delhi High Court.

48. If the cause of action has arisen elsewhere (Deogarh, Jharkhand in that case), the situation would be different. It is clear that the plaintiff Amrapali was carrying on business at Deogarh also and it is at Deogarh only that the defendant had launched its project Ambapali, therefore, the correct interpretation of the provisions of Trademarks and Copyright Act that granted the plaintiff right to institute suit at his own place would be that it has to bring action at its branch office i.e. Deogarh where the cause of action has arisen.

49. The court discussed the issue in detail and held that where a company has only sole place of business and the cause of action arose elsewhere, it can sue it from its sole place of business. Further, it held that where a company has its principal place of business and a branch office and the cause of action arose at the branch office, it will be entitled to institute the suit only at the branch office place.

50. It further held that where a company has a principal place of business and also a branch office and the cause of action arose at principal office place, then only the courts where the principal office is located shall have the jurisdiction. It further discussed a case that where a company was having a principal place of business as well as branch office at another place and the cause of action arose elsewhere i.e. neither at the principal place or at the branch place, in that eventuality it will be allowed to sue from its principal place of business.

51. In order to explain the same clearly, the following table was prepared in that judgment:

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S. No.	Place of Plaintiff's Principal Office (Sole office in S. No. 1)	Place of Plaintiff's Subordinate/ Branch Office	Place where cause of action arose	Place where Plaintiff can additionally sue under section 134 (2) and Section 62 (2)
1	A	--	C	A
2	A	B	A	A
3	A	B	B	B
4	A	B	C	A

52. The Hon'ble Bench held that the case of the plaintiff was covered under Sl. No. 3 of the table. It had its principal place of business at Delhi; branch office at Deogarh, Jharkhand; the cause of action had arisen at Deogarh, branch office area, therefore, Amrapali was entitled to file the suit only at Deogarh, Jharkhand and not at Delhi.

53. Another judgment relied by the defendant is ***Banyan Tree Holding (P) Ltd. Vs. A. Murali Krishna Reddy, 2010 (42) PTC 361 (Del) (DB).*** The judgment held that merely because an interactive website of plaintiff is accessible in Delhi, it is not a sufficient ground to attract territorial jurisdiction here. The plaintiff has to show that the defendant also availed of the jurisdiction of Delhi by engaging in a commercial activity here in Delhi. The plaintiff would have to prove that the defendant specifically targeted the consumers for commercial transactions in the area where the plaintiff's interactive website operated and thereby caused injury to the plaintiff in the forum State i.e. Delhi in the present case.

54. The plaintiff would be required to prove commercial transactions by the defendant in the forum State and the commercial transaction should be real commercial transaction

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and not trap transactions set up by the plaintiff. Unless that is proved by the plaintiff, it cannot be said that cause of action has arisen in the forum State.

55. The Banyan Tree case held that even where the defendant was operating an interactive website in the forum State, that by itself is not sufficient to attract the jurisdiction of forum State where the plaintiff does not have a place of business. The plaintiff must necessarily plead and show prima facie that the defendant specifically attracted consumers in the forum State and it resulted in injury to the plaintiff within the forum State. The Court specifically held that trap transactions do not attract jurisdiction and there has to a real commercial transaction.

56. Accordingly, now coming to the facts of the present case.

57. In this particular case, the plaintiff has merely pleaded that the defendant is selling his goods in different Central Delhi markets but the proof of not even a single transaction has been shown in that regard. Mere bald assertion of the plaintiff regarding the defendant carrying on its business in Central Delhi markets without proving the same cannot clothe the Delhi courts with the jurisdiction to try this matter.

58. The witness of the plaintiff deposed that he had not seen the products of defendants being sold in Delhi and was deposing on the basis of record only. The witness further deposed that none of the invoices (regarding sale of defendant's products) relied by the plaintiff pertained to Delhi. He also admitted that there is no such document filed on record by the plaintiff, which shows the business of plaintiff at Delhi. He volunteered that plaintiff makes online sales through IndiaMart and

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maheshnamkeen.com. The witness expressed ignorance, if the defendant was also doing online trading of its goods. The case of the defendant is that he is not operating online and is confined to Rajasthan only. Under these circumstances, it is clear that the plaintiff has been unable to establish that the impugned products of the defendant were being sold in Central Delhi.

59. As per facts of this case at hand, admittedly the principal place of business of the plaintiff is in Lucknow, UP. As per the plaintiff, the cause of action has arisen at Delhi and it is contended that since the goods of plaintiff are available at Delhi considering the accessibilities of its interactive websites and other online platforms for sale of plaintiff goods at Delhi, it is deemed to be carrying on business from Delhi even if it has no physical shop in Delhi. Therefore, the cause of action has arisen at Delhi and hence, the Delhi courts have jurisdiction in the matter.

60. In my considered view, going by the above judgments, the plaintiff will be entitled to institute suit only at Lucknow, UP as the principal place of business of the plaintiff is at Lucknow, UP. Admittedly the plaintiff does not have any branch office etc. at Delhi. The contention of the defendant is that even the cause of action has not arisen at Delhi and the submission of the plaintiff in that regard is wrong.

61. In my considered opinion, the plaintiff had a cause of action to bring the action at Delhi, if the impugned goods were found at Delhi. The plaintiff's goods may be available at Delhi but the defendant's goods were discovered only at Sanganer, Jaipur where the Ld. Local Commissioner had visited. The defendant was manufacturing the impugned goods at Sanganer,

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Jaipur but the plaintiff has not been able to prove that the defendant's goods were available at Delhi, merely a bald submission has been made in that regard. No product of the defendant has been seized from Delhi. The defendant has not been proved to be carrying on business at Delhi. The burden was on the plaintiff to show that the impugned products were available at Delhi, only then it could be said that since the defendant was selling/manufacturing the impugned products at Delhi where the plaintiff's products are also available and therefore, the defendant was riding upon the goodwill of the plaintiff but this is not the situation. The plaintiff has not been able to prove that the defendant's goods are being sold in Delhi markets. Not a single witness has been examined in this regard. By examining a shopkeeper etc., the plaintiff could prove that goods of the plaintiff are being sold by them at Delhi. The defendant has taken a categorical stand that his goods were not being sold in Delhi. In these circumstances, the plaintiff was required to prove otherwise.

62. The witness that was examined by the plaintiff was not aware as to from where the defendant's goods were found in Delhi. Even if he later on said in his testimony that the goods were available in market but no such goods were purchased and produced before the court. From the wrappers of defendant's goods placed on record, it cannot be said to have been proved that the same were purchased from Central Delhi markets. Further, the plaintiff witness is not much reliable. He had incorrectly stated that goods of defendant were seized at Delhi by Ld. LC whereas it is a matter of record that the Ld. LC had visited only Sanganer, Jaipur and the impugned products were

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found there in huge quantities. No proof of defendant's activities outside Rajasthan has been produced before the court. I am of the firm view that the defendant is confined to Rajasthan and plaintiff has not been able to prove otherwise.

63. Therefore, I hold that the cause of action has not arisen in Delhi. Since the cause of action has not arisen in Delhi and the plaintiff is not maintaining a branch office in Delhi, though it can be said to be selling its products in Delhi due to interactive website/web platform, the only court, which had the jurisdiction, to try the present matter under Section 134 of the Trademarks Act and Section 62 of Copyright Act would be the place where the principal place of business of plaintiff is located i.e. Lucknow, UP. This is in accordance with the reasoning of ***Indian Performing Rights Society Ltd. Vs. Sanjay Dalia followed by the Division Bench in Ultra Home Construction Pvt. Ltd. Vs. Purushottam Kumar Chaubey.*** Going by the table prepared in Amrapali case (Ultra Home Construction Pvt. Ltd.), the case falls in Sl. No. 1 of the table.

64. The defendant is located in Sanganer, Jaipur, Rajasthan and therefore in terms of Section 20 of CPC, Jaipur courts have the jurisdiction. Also, since the impugned goods were found in Jaipur and the interactive website of the plaintiff/its online shopping platform must be accessible from there, cause of action to file the suit accrued there.

65. Accordingly, I hold that this court has no jurisdiction to entertain the present suit. There is no need to go into any other aspect since the territorial jurisdiction is not there. The suit of the plaintiff is, accordingly, dismissed.

66. No orders as to costs.

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67. **Decree sheet be prepared accordingly.**

68. **File be consigned to Record Room.**

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Announced in the open Court
on 22nd October, 2026

(DR. SAVITRI)
District Judge (Commercial Court)-06
Central District, Tis Hazari Courts, Delhi

Form 'A'

LIST OF WITNESSES

S.No.	Name of Witness	Whether witness of plaintiff or defendant
1.	Sh. Santosh Kumar Singh Chauhan	Plaintiff
2.	Sh. Akhilesh Kumar Singh	Plaintiff

LIST OF DOCUMENTS

S.No.	Exhibit/Mark	Date of Exhibit	Description of Exhibit
1.	Ex. PW1/1	20.05.2025	Representation of the products under the trademark/label/trade name of the plaintiff from www.maheshnamkeen.com
2.	Ex. PW1/2	20.05.2025	Representation and photograph/ colour copy of the impugned product under the impugned trademark/label/trade name of the defendants
3.	Ex. PW1/3	20.05.2025	Status and registration certificates of plaintiff's registered trademarks alongwith receipt of LPC
4.	Mark A	20.05.2025	Deed of assignment dated 08.01.2007 whereby the present plaintiff was assigned the ownership and right to use the trademarks
5.	Ex. PW1/5	20.05.2025	Sales figures of the plaintiff for the products
6.	Ex. PW1/6	20.05.2025	Printout of web downloads from plaintiff's interactive website and other interactive websites and business portals and interactive social media platform regarding sale of plaintiff's goods
7.	Ex. PW1/7	20.05.2025	Copy of memorandum and article of association of plaintiff company
8.	Ex. PW1/8	20.05.2025	Sales invoices of plaintiff for the

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			products
9.	Ex. PW1/9	20.05.2025	Advertisement and promotional material and invoices of plaintiff including those for promotion on IndiaMart for the products
10.	Ex. PW1/10	20.05.2025	Invoices for packaging material for the products
11.	Ex. PW1/11	20.05.2025	Indian Industries association membership invoices
12.	Ex. PW1/12	20.05.2025	Domain name purchase and website designing invoices of plaintiff
13.	Ex. PW1/13	20.05.2025	Caution notice published by the plaintiff for the products
14.	Ex. PW1/14	20.05.2025	Printouts of online status alongwith orders/notings and related documents for defendant's withdrawn/abandoned trademark application no. 1000070, 1459020 and 1468594 all in class 30
15.	Ex. PW1/15	20.05.2025	Printouts of online status, examination report, plaintiff's opposition and defendant's counter statement in defendant's recent trade mark application no. 4203696 in class 30
16.	Ex. PW1/16	20.05.2025	Copy of plaint in previous suit TM No. 1638/19 filed by plaintiff before this Court
17.	Ex. PW1/17	20.05.2025	Copy of order dated 19.12.2019 for withdrawal of above suit with liberty alongwith copy of withdrawal application and copy of order dated 12.09.2019
18.	Ex. PW1/18	20.05.2025	Copy of report dated 29.09.2020 in police complaint filed by the plaintiff
19.	Ex. PW1/19	20.05.2025	Copy of suit no. 45 of 2020 for groundless threats filed by defendants
20.	Ex. PW1/20	20.05.2025	Copies of invoices under the trade name issued by plaintiff to defendant in the year 2000-2001 showing awareness of defendants about plaintiff's trademark

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21.	Ex. PW1/21	20.05.2025	Copies of three favourable court orders with respect to plaintiff's trade mark
22.	Ex. PW1/22	20.05.2025	Board resolution executed by the plaintiff in favour of AR of the plaintiff Mr. Santosh Kumar Singh Chauhan
23.	Ex. PW1/23	20.05.2025	Local Commissioner report
24.	Ex. PW1/24	09.12.2025	Board Resolution

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