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

% Judgment reserved on: 12.02.2026
Judgment delivered on: 17.02.2026

W.P.(C)-IPD 37/2025, CM 162/2025 & CM 164/2025

COLDSMITHS RETAIL SERVICES PRIVATE LIMITED .....Petitioner

versus

REGISTRAR OF TRADE MARKS .....Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Sanjeev Puri, Senior Advocate with Ms. Pragya Puri and Mr. Georgey V. Matthew, Advocates.

For the Respondent : Ms. Nidhi Raman, CGSC with Mr. Om Ram and Ms. Nikita Singh, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

1. The present petition has been filed under Article 226 of the Constitution of India, 1950, seeking a direction restraining the respondent from removing the petitioner's trademarks bearing registration nos.1214096, 1214098, 1214099, 1214100, 1214102, 1214103, 1214104 & 1214105 from the Register of Trade Marks on the ground of non-renewal of the registration. The petitioner also seeks a direction to the respondent to renew registration of the petitioner's trademarks as mentioned above.

2. Briefly, facts as culled out from the petition and germane to decide the *lis*

are as under:-

a. That on 14.07.2003, Nirula's Corner House Private Limited (hereafter referred to as *"the Assignor"*), who was the Assignor and predecessor-in-interest of the petitioner, filed applications for registration of eight (8) trademarks under the Trade Marks Act, 1999 (hereafter referred to as *"the Act"*). Between 23.12.2005 and 29.03.2007, the trademark registration certificates were issued for the eight (8) trademarks on different dates.

b. The Assignor is stated to have filed Form TM-48 authorizing Mr. Sashidhar S. as an agent while revoking all the previous authorization issued by it on 11.05.2018. Pursuant thereto, upon the Assignor filing for renewal of the trademarks, the respondent issued letters confirming renewal of all trademarks and extending the validity till 14.07.2023.

c. In the interregnum, on 03.01.2018, the Assignor executed an assignment deed dated 03.01.2018 in favour of the petitioner, whereby the ownership of the trademarks was assigned to the petitioner. Following that, the Assignor executed a Power of Attorney dated 04.01.2018 and a Form for authorization of agent appointing one Mr. Munesh Kumar Gaur as the agent while revoking all the previous authorizations.

d. Consequent upon the aforesaid assignment deed, the Assignor, through the newly appointed authorized agent Mr. Munesh Kumar Gaur, filed Form TM-M alongwith the Power of Attorney with the respondent on 12.01.2018 informing that the communications with respect to, *inter alia,* the said trademarks, be sent to the agent. On the

same day, the petitioner filed Form TM-P for each of the trademarks reflecting a change of ownership. It has been stated that the respondent also carried out the change of name in the column for proprietor in each of the said eight (8) trademarks. Petitioner stated that respondent alleges to have issued notices under Section 25(3) of the Act for seven (7) of the eight (8) trademarks on 07.06.2023. However, the respondent appears to have not issued any notice in respect to the trademark "Pineapple Pop" in Class-30.

e. The validity period of the eight (8) registered trademarks is stated to have expired on 14.07.2023. However, the petitioner claims to have not received any information in regard to any such notice. It is claimed that even the authorized agent, Mr. Munesh Kumar Gaur, also did not receive any notice as contemplated under Section 25(3) of the Act.

f. It is also claimed that it was only when the petitioner attempted to file Form TM-R in each of the trademarks seeking renewal, it was blocked by the online portal with the prompt *"application cannot be renewed" (delay of more than one year)"*. Aggrieved by the said rejection/refusal, the present petition under Article 226 of the Constitution of India, 1950 has been preferred.

3. Mr. Sanjeev Puri, learned Senior Counsel appearing for the petitioner submitted that the notice of assignment of the Assignor transferring its proprietary rights over all the eight (8) registered trademarks to the petitioner was well within the knowledge of the respondent. He also submitted that not only the name of the petitioner as an Assignee of the said registered trademarks was informed to the respondent, even the name of the agent i.e. Mr. Munesh

Kumar Gaur was also informed under the Form TM-P submitted on 12.01.2018. Simultaneously, the name of Mr. Munesh Kumar Gaur as its agent was also furnished *vide* Form TM-M informing that all the communications were to be sent to the said agent. He would submit that the Form TM-P is annexed at page nos.193 and 555 of the paperbook, which clearly indicates both the aforesaid aspects, and establishes the necessary procedures undertaken by the petitioner as contemplated under the Act.

4. Learned senior counsel also invited attention of this Court to page no.568 of the paperbook, which contains the trademark application no.1214105 in respect of one of the trademarks, to submit that the name of the proprietor of the trademark is entered in the name of the petitioner herein. Yet, despite having submitted Forms TM-P and TM-M on 12.01.2018, though the name of the petitioner was entered in the Register of Trade Marks, however, the name of the erstwhile agent, i.e., Mr. Sashidhar S., was still reflected erroneously. He also invited attention to page no.123 of the paperbook to submit that as far back as on 04.01.2018, the Assignor itself had furnished Form TM-M authorizing Mr. Munesh Kumar Gaur as its agent while revoking all previous authorizations. He contended that having regard to the document dated 04.01.2018, it was incumbent upon the respondent to have necessarily carried out the change of agent upon whom all correspondences under the Act were to be communicated.

5. Learned senior counsel would contend that, having committed the aforesaid error, the respondent compounded the same by issuing the mandatory notices contemplated under Section 25(3) of the Act to Mr. Sashidhar S. instead of Mr. Munesh Kumar Gaur. To compound this further, the respondent also failed in its mandate to issue the notices intimating the date of expiration of the

last registration under Section 25(3) of the Act to the petitioner, which fact was undoubtedly in the knowledge of the respondent. He further submits that the only excuse that the respondent has taken is that a sum of Rs.900/- was not deposited while filing the Form TM-M, and thus, the change in the name of the authorized agent was not carried out, which is without any statutory basis. He would contend that the said fact is captured in the written submissions placed on record by the respondent. He also submitted that the said reason is without any merits, as the petitioner while filing its Form TM-P had deposited the prescribed fee of Rs.9000/- on 12.01.2018, wherein the name of its agent, Mr. Munesh Kumar Gaur, was reflected. He submitted that the said submission is also without any factual basis for the reason that the petitioner had also filed Form TM-M indicating the name of its authorized agent as Mr. Munesh Kumar Gaur on the same day. Thus, according to learned senior counsel, the contention of the respondent in this regard is unfounded and has no factual basis.

6. In support of the aforesaid contention, he invited attention to Section 25(3) of the Act, which contemplates issuance of notice to the registered proprietor of the trademark. Since the petitioner was already reflected in the records of the Register of Trade Marks as the proprietor of the eight (8) trademarks, the notices under Section 25(3) of the Act could also have been issued to the petitioner. Learned senior counsel would stoutly contend that having failed to comply with the statutory mandate under Section 25(3) of the Act, the respondent cannot escape its liability of renewing the eight (8) registered trademarks of the petitioner.

7. In support of the aforesaid contentions as also to overcome the objection of delay in approaching this Court, after a period of 1½ - 2 years from the date of

lapse of the registration, learned senior counsel relied upon the judgment of the Division Bench of this Court in ***Charanjiv Kumar Taneja Trading as Chirag Enterprises vs. Registrar of Trade Marks,*** LPA 461/2023 dated 25.07.2023.

8. *Per Contra,* Ms. Nidhi Raman, learned Central Government Standing Counsel (CGSC), appearing for the respondent, refuted the contentions urged by the petitioner. Ms. Raman, learned CGSC submitted that though the Assignor, by Form TM-M dated 12.01.2018, conveyed its request for change in the name of the authorized agent, however, the same was not accompanied by the prescribed fee of Rs.900/- as stipulated under the First Schedule of the Trade Marks Rules, 2017 (hereafter referred to as *"the Rules"*). She stated that it was on account of the negligence of the Assignor in making the requisite deposit as per the Rules, that the name of the erstwhile authorized agent, i.e., Sashidhar S., continued to remain on the record. She would submit that on 12.01.2018, the petitioner did file Form TM-P for changing the name of the proprietor by way of assignment in its own name, however, the lacuna in respect of Form TM-M still remained. She also would submit that though the petitioner had the opportunity to file Form TM-R alongwith the prescribed fee of Rs.9000/- as per Section 25(2) of the Act and Rule 57 of the Rules, between the period from 15.07.2022 to 13.07.2023, no concrete steps at all were taken by the petitioner. Thus, she would forcefully contend that the lapse on the part of the petitioner, and its Assignor in complying with the Rules under the Act cannot be hoisted upon the respondent for having followed the Rule of law.

9. To buttress the aforesaid contention, Ms. Raman also stoutly contended that the petitioner, under the Rules, had a prescribed period of one year before the expiration of the last registration of the trademark as also a further extension

of six months available under the Act, yet slept over its statutory rights. According to her, once the statutory period of extension had expired, that too, due to the gross negligence of the petitioner, the Registrar had no right or authority to renew the lapsed/expired trademark registrations and was under a statutory duty to remove the same from the Register of Trade Marks.

10. Notwithstanding the above, Ms. Raman vehemently contended that notices indeed were issued, which is not even doubted by the petitioner. It is just that on account of lapse of the petitioner that the name of the erstwhile authorized agent still remained on the records. The respondent could have, and in fact did, issue RG-3 notices in accordance with Section 25(3) of the Act and Rule 58(1) of the Rules to the agent whose name was still reflected in the records.

11. Even otherwise, she contended that irrespective of whether the RG-3 notices were served upon the petitioner or not, the petitioner itself could have availed the remedy under the proviso to Section 25(3) of the Act to file Form TM-R alongwith the prescribed fee to renew its trademarks within six months after the date of expiry. She would contend that the petitioner failed on this account too. However, she fairly admitted that in respect of one of the registrations bearing registration no.1214102, the details of RG-3 notice were not traceable.

12. Ms. Raman submitted that in view of the aforesaid lapses and negligence on the part of the petitioner to comply with the Statute, no relief ought to be granted in the present writ petition.

13. This Court has heard the arguments of Mr. Sanjeev Puri, learned senior counsel for the petitioner, Ms. Nidhi Raman, learned CGSC for the respondent and examined the records of the case.

14. Certain undeniable facts that emerge from the records are that on 03.01.2018, the deed of assignment was executed between the Assignor and the petitioner transferring the proprietary rights or the trademarks to the petitioner. Undeniably, the Assignor executed the Power of Attorney and form for authorization of agent, appointing Mr. Munesh Kumar Gaur as its agent on 04.01.2018, while revoking all previous authorizations. Mr. Sashidhar S., who was the erstwhile authorized agent, was denuded of all authorizations to act on behalf of the Assignor itself. On 12.01.2018, the Assignor through its authorized agent, Mr. Munesh Kumar Gaur, filed Form TM-M alongwith the Power of Attorney with the Trade Marks Registry intimating that all communications in respect of the trademarks be issued to the new authorized agent. Even the e-mail address of the new agent was furnished.

15. Simultaneously, on 12.01.2018, the petitioner also filed Form TM-P for each of the eight (8) trademarks to reflect change of ownership/proprietorship from the Assignor to the petitioner. It is significant to note that acting upon Form TM-P and upon receipt of Rs.9000/- , the prescribed fee, the respondent effected the change in the name of the proprietor of the eight (8) trademarks from the Assignor to the petitioner. The contention of the respondent that the name of Mr. Sashidhar S., the erstwhile authorized agent, continued to remain on the records on account of non-payment of Rs.900/-, while submission of Form TM-M, either by the Assignor or the petitioner, cannot be countenanced. This is for the reason that consequent upon the receipt of Form TM-M from the Assignor on 04.01.2018 and a similar form submitted by the petitioner on 12.01.2018, the respondent ought to have informed about the lacuna of non-payment of the fee. In the absence whereof, the petitioner cannot be found at fault since, on

12.01.2018, while submitting Form TM-P for change of ownership, a fee of Rs. 9000/- was indeed deposited and acknowledged by the respondent. This gets further strengthened by the fact that the respondent indeed carried out the change in the name of the proprietor to that of the petitioner in the Register of Trade Marks pertaining to all the eight (8) registered trademarks.

16. Undisputedly, the respondent did, in fact, issue the statutory RG-3 notices to the authorized agent, however, as on the date of issuance of the said notices, Mr. Sashidhar S. was not the authorized agent of the petitioner. In fact, undoubtedly, the Power of Attorney and the Form TM-M dated 04.01.2018 and 12.01.2018 clearly indicate that Mr. Munesh Kumar Gaur was the authorized agent to receive any intimations, including RG-3 notices from the Trade Marks Registry. Merely because the fee was not deposited in respect of the Form TM-M regarding change of authorized agent, would not, *ipso facto*, deprive the petitioner of being issued notices under Section 25(3) of the Act. Section 25(3) of the Act actually contemplates issuance of such notices to the proprietor of the trademark. Thus, if the respondent was of the opinion that there is a doubt about the authorization of the agent whose name is reflected in the records, it ought to have issued the RG-3 notices to the petitioner directly.

17. The aforesaid observation and analysis is clear from the Form TM-P at page no.193 of the paperbook when read in conjunction with the Power of Attorney at page no.555 of the paperbook read with the Form TM-M dated 04.01.2018 available at page no.123 of the paperbook, which was submitted by the Assignor. The three documents are relevant, and are reproduced hereunder:

Form TM-P:-

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FORM TM-P

THE TRADE MARKS ACT, 1999
Application for Post Registration changes in the trademarks under the Trade Marks Act

REQUEST	SUBSEQUENT PROPRIETOR BY WAY OF ASSIGNMENT OR TRANSFER OF MARK
FEE PAID	9000
APPLICANT :	
Applicant Name	COLDSMITHS RETAIL SERVICES PRIVATE LIMITED
Address	P-121, LGF, Chittaranjan Park, New Delhi 110060
Mobile No	9810202183
Email address	sumant@doundo.org
APPLICANT'S AGENT(if any) :	
Agent Name	MUNESH KUMAR GAUR
Address	RZ-173/2, Street NO. 4, Durga Park, New Delhi
Address for Service	G117, 11th Floor, Himalaya house, KG Marg, New Delhi- 110001
Mobile No	9811800897
Email address	muneshgaur@gmail.com
Nature of the Agent	Attorney
DETAILS :	
Instrument For	Assignement

"

Power of Attorney:-

"

Agent's code no.
Attorney Code No.22250

POWER OF ATTORNEY

We, ***COLDSMITHS RETAIL SERVICES PRIVATE LIMITED****, a company incorporated under the Companies Act, 1956 having registered office address at P-121, LGF, Chittaranjan Park, New Delhi -110060 India, represented by Director* ***Sumant Bhargava*** *hereby authorise* ***Mr. Munesh Kumar Gaur, Company Secretaries in practice, office at Office No. G-117, 11th Floor, Himalaya House, KG Marg, Connaught Place, New Delhi - 110001****, and acting through Mr. Munesh Kumar Gaur, Proprietor to act as our representative/agent to represent, act and plead; file replies to examination reports/transfer/assignment/objections/ communications, sign, execute and affirm, present and file all applications and all other paper and documents, etc. to the registrar of Trade Mark or any other office or authority which may be necessary and expedient for all matters towards registration /renewal/transfer/assignment of the Trade Mark/Trademarks on the name of "****COLDSMITHS RETAIL SERVICES PRIVATE LIMITED****" registered office at P-121, LGF, Chittaranjan Park, New Delhi -110060, India and all other matters incidental thereto.*

I hereby revoke all previous authorizations, if any, in respect of the proceedings.

All communications relating to the application may be sent to the following address in India.

*For **COLDSMITHS RETAIL SERVICES PRIVATE LIMITED"***

Form TM-M:-

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FORM TM –M
TRADE MARKS ACT, 1999
APPLICATION/REQUEST FOR ANY MISCELLANEOUS FUNCTION IN RESPECT OF A TRADEMARK APPLICATION/OPPOSITION/ RECTIFICATION UNDER THE TRADE MARKS ACT

Attorney Code : 22250

FORM OF AUTHORISATION OF AGENT

*We, **Nirulas Corner House Private Limited,** having registered office address at 10185C, Arya Samaj Road, Karol Bagh, New Delhi 110005, do hereby authorise **Mr. Munesh Kumar Gaur**, a practicing Company Secretary, having office at **G-117, 11th Floor, Himalaya House, KG Marg, Connaught Place, New Delhi -110001,** jointly and severally , to act as our Agent(s) under the Trade Marks Act and Rules to prepare, sign, file and prosecute our applications for assignment of trade marks and all other matters in relation thereto; to prepare, verify, file and prosecute assignments and any other proceedings forms and documents in relation to and for protection of our trade mark rights in India, to take all necessary and relevant steps to facilitate the aforesaid, including attending all hearings, renewals, restoration and all proceedings in respect of our trade marks before the Registrar of Trade Marks or the government of India and do all acts, deeds and things including appointment of substitute and substitutes as the said Agent(s) may deem necessary or expedient in connection therewith or incidental thereto and request that all notices requisitions and communications relating thereto may be sent to such Agent(s) at Delhi.*

We hereby revoke all previous authorization, if any, in respect of the matters aforesaid.

All communications relating to this application may be sent to the following address in India.

RZ-173/2, street No.4, Durga Park, New Delhi-110045

Dated this 4th day of January 2018.

For Nirulas Corner House Private Limited

Signature_____

Designation: Director
Name: Pradeep Chadha

The Registrar of Trademarks
The Office of the Trade Marks Registry at New Delhi/Mumbai/Ahmadabad/Chennai/Kolkata"

18. The Legislature, while engrafting sub-section (3) of Section 25 of the Act mandated the Registrar to send a notice in the prescribed manner to the registered proprietor intimating the date of expiration of the registered trademark and stipulating conditions as to payment of fees etc. Having regard to the fact that the mandate of issuance of such notices is placed upon the Registrar, it was incumbent upon the Registrar to satisfy itself not only of the issuance of such notices either to the registered proprietor or its authorized agent, but also be vigilant as to whether any change of authorization has duly been informed under the Statute to the Registry. It is also significant to bear in mind that the non-renewal due to lapse of intimation of the information contemplated under Section 25(3) of the Act would result in a drastic consequence to the registration of the trademarks, inasmuch as the said registration of a particular mark would lapse, making such trademark susceptible to be adopted by a third party. This may lead to unnecessary and easily avoidable litigation. Thus, the substratum of mandate engrafted in Section 25(3) upon the Registrar cannot be taken to be a mere procedural issue without any consequences. In other words, the provision of Section 25(3) of the Act is sacrosanct. Similar would be the prescription as to why Rule 58(1) of the Trade Marks Rules, 2017 was framed.

19. The fact that the notices contemplated under Section 25(3) of the Act and RG-3 notices were issued to a person who, as on the date of issuance of such notices, was not an authorized agent, keeping in view the facts before this Court,

cannot be said to be compliance of the statutory mandate envisaged under the Act or the Rules framed thereunder.

20. The contention of the respondent that the petitioner too could have approached the Trade Marks Registry for renewal of its registrations before the expiry or before the date of expiry or before the expiry of six months thereof, is unsustainable in law. As held above, the mandate is on the Registrar and not the petitioner under Section 25(3) of the Act. Thus, this contention is unpersuasive and unmerited.

21. The contention of the respondent on the question of delay and laches too cannot be sustained in view of the judgment of the Division Bench of this Court in ***Charanjiv Kumar*** *(supra)* which held as under:-

> *"8. In our considered view, the subject of renewal of a trademark or its removal does not hinge upon the principle of laches at all. Section 25 prescribes not only the mode and procedure for renewal, it also stipulates the contingencies in which a trademark may be removed from the Register. The first obligation which stands placed upon the TMR is of the issuance of a notice in Form O-3 placing the holder of the trademark on notice to take appropriate steps for renewal. A notice is liable to be sent to the registered proprietor apprising it of the date of expiration and the formalities to be complied with for the purposes of obtaining renewal. It is only where the registered proprietor fails to abide by that notice that the trademark is liable to be removed from the Register.*
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> *9. Sub-section (3) of Section 25 places the Registrar under an obligation to "send" a notice placing the registered proprietor on guard to take appropriate steps for renewal of registration. The provision runs contrary to any presumption operating against the registered proprietor and of it being diligent in ensuring that the registration is renewed. While that is not to say that a registered proprietor can assert indolence or inaction as a matter of right, the provision appears to have been framed bearing in mind the serious consequences which would ensue in case a trademark lapses and thus places a positive obligation on the TMR to issue the O-3 notice notwithstanding the proprietor having failed to take steps for renewal. The generation of a notice as opposed to one being actually sent or dispatched cannot be viewed as being compliant with the statutory obligations placed by Section 25(3). Quite apart from the imperative language of Section 25(3), the stand as taken by the TMR would go against the very grain of the meaning of a notice as generally understood and which would entail the*

proprietor being informed of appropriate steps for renewal of the trademark being initiated.

10. Of equal significance is the language of that provision and which confers authority on the Registrar to remove the trademark if the registered proprietor fails to comply with the conditions specified in that notice. Section 25(3) uses the expression "may remove" which too is of significance and negatives a presumption of removal being an inevitable or ineluctable consequence of a failure to comply with the O-3 notice.

xxx xxx xxx

13. Accordingly, the instant appeal is allowed. The judgment and order dated 18 April 2023 shall stand set aside. The action of removal of the trademark in question shall stand quashed."

22. The ratio laid down in ***Charanjiv Kumar*** *(supra),* both on merits as also on delay and laches, wherein the Division Bench had permitted renewal of trademarks even after 16 years on the ground that no valid notice had been issued, is squarely applicable to the facts of the present case. Thus, on that aspect too, this Court is not persuaded by the arguments of the respondents.

23. Thus, in view of the above, the writ petition is allowed. The petitioner is permitted to file afresh the Form TM-R in respect of all eight (8) trademarks registered in its name on deposit of the prescribed fee and any amount payable as fine prescribed by the Rules within 10 days from date. The respondent shall accept such Form TM-R as and when submitted by the petitioner within the time prescribed above and process the same in accordance with the Rules. The said exercise will be carried out within eight (8) weeks from date of receipt of this order.

24. The writ petition is allowed in above terms and disposed of with all pending applications.

TUSHAR RAO GEDELA

FEBRUARY 17, 2026/*rl*