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

+ **CS(COMM) 454/2025**

MR. PIRUZ KHAMBATTA & ANR.

.....Plaintiffs

Through: Mr. Saif Khan, Mr. Shobhit
Agarwal, Ms. Meghana Kudligi and
Mr. Prajjwal Kushwaha, Advocates.

versus

FRANCHISE INDIA BRANDS LIMITED & ANR.Defendants

Through: None.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

09.05.2025

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I.A. 11928/2025 (*Exp from pre litigation mediation*)

1. *Vide* the present application under *Section 12A* of the Commercial Courts Act, 2015, read with *Section 151* of the Code of Civil Procedure, 1908 (**CPC**), the plaintiffs seek exemption from pre-litigation mediation.
2. Considering the averments made in the present application, as also since the plaintiffs are seeking *ex parte ad interim* injunction in an accompanying application, and in view of the judgment passed by the Hon'ble Supreme Court in ***Yamini Manohar v. T.K.D. Krithi*** 2024 (5) SCC 815, which has been followed by a Division Bench this Court in ***Chandra Kishore Chaurasia v. R. A. Perfumery Works Private Limited*** 2022:DHC:4454-DB, the plaintiffs are exempted from instituting pre-litigation mediation.



3. Accordingly, the present application stands disposed of.

I.A. 11929/2025 (Exemption)

4. Exemption allowed, subject to all just exceptions.

5. The application stands disposed of.

I.A. 11927/2025 (Section 149 CPC for exemption from filing court fee and one-time process fee)

6. The plaintiffs, *vide* the present application under *Section 151* of the CPC, seek an extension of time for filing the deficit court fee and one-time processing fee.

7. For the reasons stated therein and also in the interest of justice plaintiffs are granted two weeks to file the deficit court fees and one-time processing fee.

8. Accordingly, the present application is allowed and disposed of.

I.A. 11926/2025-Addl.doc.

9. *Vide* the present application under *Order XI Rule 1(4)* read with *Section 151* of the CPC, the plaintiffs seek leave of this Court to file additional documents.

10. The plaintiffs will be at liberty to file additional documents at a later stage, *albeit*, after initiating appropriate steps, strictly as per the provisions of the Commercial Courts Act, 2015 read with *Section 151* of the CPC and the Delhi High Court (Original Side) Rules, 2018.

11. Accordingly, the present application stands disposed of.

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12. *Vide* the present plaint, the plaintiffs seek grant of a permanent injunction restraining the defendants from infringement its registered trademark.



13. Let the plaint be registered as a suit.
 14. Upon filing of the process fee, issue summons of the suit to the defendants through all permissible modes returnable before the learned Joint Registrar on 11.08.2025.
 15. The summons shall state that the written statement(s) be filed by the defendants within a period of *thirty days* from the date of the receipt of the summons. Written statement(s) be filed by the defendants along with affidavit of admission/ denial of documents of the plaintiffs, without which the written statement(s) shall not be taken on record.
 16. Replication(s) thereto, if any, be filed by the plaintiffs within a period of *fifteen days* from the date of receipt of written statement(s). The said replication, if any, shall be accompanied by with affidavit of admission/ denial of documents filed by the defendant(s), without which the replication(s) shall not be taken on record within the aforesaid period of *fifteen days*.
 17. If any of the parties wish to seek inspection of any document(s), the same shall be sought and given within the requisite timelines.
 18. List before the learned Joint Registrar for marking exhibits of documents on 11.08.2025. It is made clear that if any party unjustifiably denies any document(s), then it would be liable to be burdened with costs.
- I.A. 11925/2025 (Stay)**
19. *Vide* the present application under Order XXXIX Rule 1 and 2 of the CPC, the plaintiffs seek grant of an *ex-parte ad-interim* injunction restraining the defendants from infringement of its registered trademark under the Trade Marks Act, 1999 (***the Act***).
 20. As per pleadings and arguments advanced by the learned counsel



for the plaintiffs, plaintiff no.1 herein, is the Principal Shareholder of plaintiff no.2, the plaintiff no.2 is a company incorporated under the Indian Companies Act, 1956, with its registered office at 905, Atlanta Tower, Near Knowledge Academy, Gulbai Tekra, Ahmedabad- 380015. It also has a registered branch office at 1203, 12th Floor, Vikrant Tower, Rajinder Place, New Delhi- 110008.

21. The plaintiffs are engaged in the manufacture, marketing, and sale of a wide range of products and services in the food and beverages industry since the early 1990s, their products have been sold since 1972 under the trademark 'RASNA' under the Class(es) 1 to 7, 30, 32, 35 to 38, and 40 to 42, the said mark 'RASNA' is a coined and invented word in relation to edible products for humans and the plaintiffs have honestly adopted the mark, dating back to 1972, when no other similar mark was in existence in the market in relation to the said goods. The plaintiffs'

mark(s) word/ device 'RASNA'/  also forms a key, essential and dominant feature of their trade name, and has been used as a house-mark conspicuously, on all the goods and products of the plaintiffs. The plaintiffs have spent huge sums of monies for promoting their mark(s) and have earned huge revenues therefrom.

22. The plaintiffs are also the owners of the copyright registration for

their artistic work  (Rasna Italicised Logo) /



Rasna

(Rasna Label)



(Rasna Leaf Device)

**Rasna
BUZZ**

(Rasna Buzz Device)

23. The defendant no.1, i.e., Franchise India Brands Limited, is a franchise solution provider within Asia, which offers extensive expertise in franchising and licensing, defendant no.1 is currently being run and operated by Mr. Gaurav Ma1ya and offers services across the country.

24. The defendant No.2, M/s. Ichakdana Food Services LLP, is a Limited Liability Partnership, which operates as a food and beverage ('F&B') franchise management company, focused on developing, managing and expanding various F&B brands across India, their modus operandi involves creating scalable and sustainable F&B concepts, assisting in franchise matchmaking and providing comprehensive operational support to ensure successful brand expansion. Furthermore, defendant no.2 is believed to be a subsidiary of the defendant no.1.

25. The defendant no.1, was/ is well-known in the industry owing to its participation in various exhibitions, seminars, and commercial networking events, approached the plaintiff with claims regarding its capacity to manage and scale a nationwide master franchise operation. As such, relying in good faith on these representations, the plaintiffs entered into the Work Order dated 30.10.2018 and, subsequently, a Master License Agreement with the defendant no.2. The Work Order outlined the key milestones and operational obligations of defendant no.1, including a commitment to open hundred 'Rasna Buzz' outlets, within a period of four



years.

26. During the term of the Agreement, the defendants in collaboration with the plaintiffs opened over 25 authorized 'Rasna Buzz' outlets collaborated extensively to expand the 'Rasna Buzz' brand across multiple locations, with several outlets being successfully established under the franchise model.

27. With time, discrepancies regarding financial obligations of the defendants to the plaintiffs began to emerge, the plaintiffs consistently raised concerns with the defendants about delayed and incomplete payment of franchise fees and royalties, as well as the lack of transparency in revenue reporting from the defendants as such the Work Order dated 30.10.2018 was not renewed.

28. Eventually, the plaintiffs and the defendants held a meeting on 21.09.2024, at the office of defendant no.1 in New Delhi, wherein representatives from both parties, discussed the outstanding issues and in the said meeting, the defendants explicitly acknowledged that key financial data, including franchise fees and royalty payments since March 2020, had not been provided by them to the plaintiffs, and defendants committed to submitting comprehensive reconciliation reports by 15.10.2024 as also outstanding payment of Rs.12,00,000/-.

29. However, the defendants continued to act in blatant disregard of the plaintiffs' rights and on 23.01.2025, the plaintiffs discovered multiple news articles published on various online platforms announcing the launch of new 'Rasna Buzz' outlets in Ahmedabad. Upon further scrutiny of the news articles, the plaintiffs discovered that not only had the defendants had continued to unlawfully expand the 'Rasna Buzz' franchise, without



any legal right to do so. As such, the plaintiffs were constrained to send a Letter dated 24.02.2025, wherein the Defendants were requested to immediately cease and desist all operations of 'Rasna Buzz' outlets, stop soliciting or processing new franchise inquiries under the 'Rasna' trademarks, and discontinue all the unauthorised use of 'Rasna' branding, trademarks and intellectual property to which the defendants neither did reply or did they comply with terms enumerated therein.

30. Subsequently, the defendants as recently as on 31.03.2025, have again posted on their Instagram Page, promotional content which display the 'Rasna Buzz' mark making it amply clear that the defendants have no intention of ceasing their infringing activities. A pictorial representation of the same is reproduced below:-



31. In view of the above learned counsel for the plaintiffs prays that the defendants may be restrained by way of an ad interim injunction.

32. This Court has heard the learned counsel for the parties and perused the documents on record as well.

33. In view of what is borne from above, the defendants, though were licensee of the plaintiffs for promotion of their brands and expansion of



their business, however, even after expiry of the said Work Order dated 30.10.2018 the defendants kept on soliciting clients/ people using the marks of the plaintiffs without even paying the fees as per their agreement, which shows clear *mala fides* on their part. Furthermore, the defendants still want to show that they are somehow connected with the plaintiffs or their marks which is far from the reality.

34. Considering that the impugned marks and their usage by the defendants are pertaining to edible items, though offered/ sold under the registered trademarks of the plaintiffs, however, without any connection, control, authority to do so from them, it is imperative that this Court has to be cautious and careful while dealing with such edible items, particularly, since there may be a huge element of confusion and deception amongst the members of the trade and also of the general public involved.

35. In view of the aforesaid, the *balance of convenience* and probabilities tilt in favour of the plaintiffs for grant of an *ex parte ad interim* injunction in its favour and against the defendants. So much so, as per the existing circumstances, the plaintiffs have been able to make out a *prima facie* case in their favour and against the defendants as well. Therefore, allowing the defendants and/ or those associated with them to continue passing off their products as that of the plaintiffs and infringing upon the goodwill of the plaintiffs by using the impugned formative marks which is/ are deceptively/ identically similar to that of the plaintiffs is prone to cause *irreparable harm, loss and injury* to the plaintiffs.

36. Accordingly, till the next date of hearing, defendants, their directors/ partners, principal officers, servants, agents, franchisees, affiliates, sub franchisees, operator licensees, etc., and all others acting for



an on behalf of the defendants are restrained from using the trademarks



'Rasna', 'Rasna Buzz'/ or any other deceptively similar mark in any manner whatsoever, including but not limited to operating or franchising outlets under the 'Rasna Buzz' name, advertising, marketing, selling, or offering for sale any goods or services under the said marks, or otherwise misrepresenting any association, affiliation, endorsement, or connection with the plaintiffs, amounting to an infringement of the plaintiffs' registered trademarks or artistic works.

37. Upon filing of process fee, issue notice to the defendants through all permissible modes, including through *email*, returnable before the Court on 04.09.2025.

38. Reply(ies) be filed within four weeks. Rejoinder(s) thereto, if any, be filed within two weeks thereafter.

39. The provisions of *Order XXXIX Rule 3* of the CPC be complied with within one week.

40. List before the Court on 04.09.2025.

SAURABH BANERJEE, J

MAY 9, 2025

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