

DLCT010163792022



**IN THE COURT OF SH. VIDYA PRAKASH
DISTRICT JUDGE (COMMERCIAL COURT)-01
CENTRAL DISTRICT, TIS HAZARI COURTS, DELHI**

CNR NO.: DLCT010163792022

CS (COMM) NO. 2589/2022

IN THE MATTER OF:-

**Panasonic Life Solution India Pvt. Ltd.
12th Floor, Ambiance Tower,
Ambiance Island, NH – 48,
Gurugram, Haryana – 122002, India.**

Through

**Ms. Soumya Singh
Constituted Attorney
A-503, Aditya Mega City,
Vaibhav Khand, Indirapuram,
Ghaziabad, Uttar Pradesh – 201014.**

... PLAINTIFF

VERSUS

- 1. Sh. Amit Gumber
Gali Chopal Wali
between Street No.10A-10B
Near Branch Post Office
Jagatpur Village
PS-Wazirabad, Delhi
Phone No.: 9911123333**
- 2. Sh. Pankaj Gumber
Gali Chopal Wali
between Street No.10A-10B
Near Branch Post Office
Jagatpur Village
PS-Wazirabad, Delhi**

3. **Sh. Surender Kumar**
1/612A : Street No.3
Swami Dayanand Hospital Marg
Gaon Khera, G.T. Road
Shahdara, New Delhi-110044
4. **Sh. Anil Kumar Arora ***
S/o Desh Raj Arora
93 D, DDA Flat
LIG, Jhilmil Colony, Shahdara
East Delhi-1100095
Mob. No. : 7678519276
5. **Sh. Mahesh Bhatt**
Proprietor of Bhatt Cable
[GST No.-07ALMPB1996R1ZB]
First Floor, 7-B, Damodar Park
Dilshad Garden Industrial Area
East Delhi-110095

Note: *Defendant no.4 / Sh. Anil Kumar Arora was permitted to be dropped / deleted from the array of parties, vide order dated 18-07-2025, passed by this Court.

...DEFENDANTS

Date of Institution [e-filing]	:	28-11-2022
Date of reserving judgment	:	17-09-2025
Date of pronouncing judgment	:	18-10-2025

JUDGMENT

1. Vide this judgment, I shall decide the present suit for permanent injunction, restraining passing off, copyright infringement, delivery up, damages, rendition of accounts etc., filed by plaintiff against the defendants.
2. It may be noted that initially, the suit was filed against 3 defendants in the pseudo names '*Ashok Kumar*' on the

basis of '*John Doe*' principle as applicable in India. Subsequently, after execution of local commission, the plaintiff got substituted defendants namely Sh. Ambit Gumber, Sh. Pankaj Gumber, Sh. Surender Kumar, Sh. Anil Kumar Arora and Sh. Mahesh Bhat as defendant nos. 1, 2, 3, 4 and 5 respectively, in place of said three defendants /Ashok Kumar (John Doe).

BRIEF FACTS OF THE CASE:

3. The case of the plaintiff, as set out in the plaint, in brief is as under:-

3.1 The plaintiff, which is stated to be a Company duly incorporated under the Indian Companies Act, is engaged in the business of electrical switches & accessories, switchgear & protection devices, home automation devices, wires & cables, pins, switch plates, lamps & luminaries, dimmers, fans, fan regulators, button holder, frames, designing, air conditioners, refrigerators, washing machines, compressors, lighting, televisions, personal computers, camera, mobile phones, audio equipments, broadcasting equipments, automotive electronic, semi conductors, lithium ion batteries, electrical components and optical devices, boxes, sheets, hologram stickers and other stickers and packaging material for its electrical products [hereinafter referred to as the '*said goods and business*'].

3.2 It is further stated that plaintiff's Holding (Parent) Company initially known as Matsushita Electric Housewares Manufacturing Works, was incorporated in the year 1918 and its founder Konosuke Matsushita founded that the plaintiff's holding company as a lightbulb socket manufacturer. The plaintiff's holding company started its operations in India in the year 1972.

3.3 It has been further stated that the Trademark/Label **Anchor**  [hereinafter referred to as the '*said trade mark/ label*'] was first adopted in the year 1963 and plaintiff's holding company, Matsushita Electric Works Ltd., in the year 2007 acquired the company Anchor Electricals Pvt. Ltd. and thereafter, Matsushita Electric Works Ltd. permitted Anchor Electricals Pvt. Ltd. to use the said trade mark / label.

3.4 The plaintiff became the permitted licensee/ user of the trademark/ label ANCHOR/  in relation to its goods and business, by virtue of License/Permitted User Agreement dated 24.10.2007. It has been further stated that in April 2019, Company name of Anchor Electricals Pvt. Ltd. was changed to Panasonic Life Solutions India Pvt. Ltd.

- 3.5 It has been further stated that the plaintiff, being the licensee/ permitted user of the said trademark/ label, continues to expand its existing range of product lines under the said trade mark/ label “ANCHOR ” and other formative trademarks and further developed its distribution markets. In particular, it continues to focus on developing and marketing of Electrical Switches & accessories, switchgear & protection devices, wires.
- 3.6 It is further claimed that said trade marks/ labels are registered under the provisions of Trade Mark Act, 1999, which are stated to be valid and subsisting till date in favour of the plaintiff’s holding parent company and licensor – Panasonic Corporation, the details thereof have been mentioned in Para No.10 of the plaint.
- 3.7 It has been further stated that the plaintiff company has been using the said trademarks/ labels in an artistic way, comprising of the word ANCHOR as also the placement of the colour, artistic features  etc. involved therein. The plaintiff company is the licensee/ permitted user of the original artwork involved in the said trademarks/labels. The plaintiff has been dealing with its said copyrights in the course of trade in relation to its said goods and business *inter-alia* within the meaning of Section 14 of the Copyright Act, 1957. The plaintiff has

been using its said copyrights extensively, continuously and uninterruptedly in the course of trade.

3.8 It has been further stated that with the advent of e-commerce, the Internet and trade thereunder, the plaintiff is using the trademark/label ANCHOR  on its official website viz., <https://lsin.panasonic.com> [hereinafter referred to as the '*said domain names/ websites*'], which is claimed to be registered ever since 22nd May, 1990.

3.9 It is stated that for promoting, advertising and popularizing its said goods and business, the plaintiff maintains a formidable presence on the Internet. Furthermore, the plaintiff maintains an active and prominent social media presence on multiple popular platforms such as Facebook, Instagram, Twitter, YouTube amongst others.

3.10 It has been further stated that the plaintiff company has been uninterruptedly advertising, soliciting and promoting its said goods and business under the said trademark/labels through different means and modes, including but not limited to, social media, advertisements in prominent television channels, national and local newspapers, trade magazines, hoardings, wall paintings, brochures, leaflets and other publicity means and materials. The plaintiff has undertaken a wide range of brand promotion

initiatives and runs numerous promotions in the form of sponsorships, events, etc. The plaintiff as such has already spent a substantial sum of money on the publicity of the said **ANCHOR** trademarks/ labels and in consequence thereof the said **ANCHOR** trademarks/ labels enjoy solid and enduring reputation in the markets.

- 3.11 Thus, it is stated that the plaintiff's right of use in the said trademarks/ labels and the high standards of goods and business maintained by the plaintiff thereunder, the said trademarks/ labels have acquired enviable and enduring goodwill and reputation in the market and trade. The plaintiffs' said goods under the said trademarks/ labels are bought and used by each and every section of society all around the world including in India.
- 3.12 It is further stated that the said trademark/ label of which the plaintiff herein is the licensee/ permitted user, is endorsed by many famous personalities and celebrities. The popular actress Sonam Kapoor is one such actress/ celebrity who officially endorses the trademark/ label of the plaintiff.
- 3.13 Further, it is stated that over the last five decades, the plaintiff has managed to capture the attention of every citizen in this country. It started with a humble vision of manufacturing electrical products of outstanding quality at a time when the market

involving electrical switches or wiring devices was handled by the unorganized sector.

3.14 It is submitted that since 1918, the plaintiff's Holding Group Company has offered long-lasting products with better safety and comfort to customers worldwide. With nearly a century of experience in research and development of smarter electrical solutions for homes and industries, Panasonic Corporation has emerged as a global leader in Lighting, Energy and Indoor Air Quality.

3.15 It is averred that the plaintiff company maintains strict quality control and as such, the same has acquired excellent reputation and goodwill in the market and among the users at large.

3.16 Hence, it is claimed that on account of tremendous promotion and publicity as well as the large volumes of sales, the members of public and trade and industry associates the said trade marks/ labels with the plaintiff company alone.

3.17 Therefore, it is claimed that in view of the plaintiff's proprietary rights both under statutory and common law in its said trademarks, its goodwill & reputation, and its copyrights, the plaintiff has the exclusive right to the use thereof and nobody can be permitted to use the same or any other deceptively similar trademark/label in any manner whatsoever in

relation to any specification of goods without the leave and license of the plaintiff.

3.18 IT IS ALLEGED that the defendants are engaged in the same goods and business as that of the plaintiff and have in the course of the business adopted and started using marks which are identical/deceptively similar to the plaintiff's said trademarks in relation to counterfeit and pirated products. The plaintiff has credible apprehension that the defendants are operating hand-in-glove with each other from their respective addresses.

3.19 It is stated that in the first week of November, 2022, the plaintiff learnt through market and trade that the defendants are engaged in manufacturing, marketing, sale, use, trading of counterfeit and pirated electrical switches & accessories, sockets, way switches, switchgear & protection devices, dimmers, regulators, small fan regulators, wires & cables, lamps, lamp holders & luminaries & fans, frames, switch bottoms, button holder, pins, switch plate, and other allied/related products and packaging material, boxes, stickers, cut-outs, accessories, machineries and allied and cognate items [hereinafter referred to as "*the impugned goods and business*"] and have dishonestly and malafidely adopted deceptively similar/identical

marks ANCHOR/  [hereinafter referred to as

the '*impugned trade mark/ label*'] in relation to said impugned goods and business.

- 3.20 Thus, it is alleged that the defendants have dishonestly and malafidely adopted impugned trade mark/label **ANCHOR/**  which are visually, structurally identical and/or deceptively and confusingly similar to the registered trademarks/ labels of the plaintiff **ANCHOR/** , thereby causing confusion and deception amongst the unwary purchasing public and traders by making them believe that the origin of those goods is the plaintiff company. It is also the case of the plaintiff that in fact, the defendants are indulging in counterfeiting the impugned goods, which is in complete violation of plaintiff's statutory and common law right in the said trademark/ trade name. It has been averred that by doing so, the defendants are not only damaging the reputation and goodwill of the plaintiff company by passing off their substandard products as that of the plaintiff company, but are also causing financial loss to the plaintiff company by reaping unfair advantage of the repute and distinctive character of the trademarks of the plaintiff company.

- 3.21 On these grounds, the plaintiff has filed the present suit against the defendants praying therein, *inter alia*, that decree of permanent

injunction may be passed restraining the defendants by themselves as also through their individual proprietors/ partners, agents, representatives, distributors, assigns, heirs, successors, stockists and all others acting for and on their behalf from manufacturing, marketing, using, selling, soliciting, importing, exporting, displaying, distributing, advertising or in any manner dealing in or soliciting or selling/ soliciting through online platforms or online websites or using the impugned trade mark/ label

ANCHOR/  or any other word mark/ trade marks/ label which may be identical with and/ or deceptively similar to the plaintiff's said trade

marks / label ANCHOR/  in relation to similar goods, thereby infringing plaintiff's registered trademarks, copyright and passing off their products as that of the plaintiff.

4. The suit was accompanied with applications - one under Order XXXIX Rule 1 & 2 CPC and another under Order XXVI Rule 9 CPC seeking an *ex parte ad interim injunction* and appointment of local commissioner respectively. After hearing the counsel of plaintiff, the said applications were allowed, vide common order dated 05-12-2022 passed by Ld. Predecessor of the Court, thereby granting an *ex parte ad interim injunction* in favour of the plaintiff and appointing 3 Local Commissioners

with direction to visit and search the premises of all 3 defendants with certain conditions. Thereafter, on an application under S. 151 CPC filed by plaintiff for change of two local commissioners namely Sh. Anirudh Bhat and Sh. Sanchit Saini, Advocates, due to their non-availability, Sh. Anuj Giri and Sh. Rajesh Kumar, Advocates were appointed as Local Commissioners in place of said two local commissioners and were directed to execute the commission in terms of said order 05-12-2022 (*supra*), vide order dated 09-12-2022, passed by Ld. Predecessor of the Court.

5. As already noted above, subsequent to execution of local commissions, the plaintiff got substituted 5 defendants, in place of pseudo names Ashok Kumar/defendant nos. 1 to 3, and amended memo of parties was filed in this regard on record.
6. Summons of the suit and notice of accompanying applications were issued to the defendants in terms of relevant order. On being served with the summons of the suit, the defendant nos. 1, 2, 3 and 5 put their appearance either in person or through their respective counsels.
7. It may be mentioned that since, the defendant no.4 could not be served through ordinary mode, he was served by way of publication in newspaper 'Navbharat Times' dated 28-09-2024 and also through affixation on 11-09-2024, in terms of relevant order passed by the Court. Despite such service, none had turned up on behalf of said defendant and consequently, he was proceeded against *ex parte*, vide order

dated 12-11-2024, passed by Ld. Predecessor of this Court. However, subsequently, on statement of counsel of plaintiff, the said defendant was dropped / deleted from the array of defendants, vide order dated 18-7-2025, passed by this Court.

8. The defendant nos.1, 2, 3 and 5 have contested the suit and filed their respective written statements.
9. In their joint written statement, the defendant nos.1 and 2 have taken preliminary objections, *inter alia* that:
 - 9.1 They were neither in possession of the raided premises, nor have any concern with it or with the alleged recovered electrical goods;
 - 9.2 The plaintiff has not come before this Court with clean hands and has suppressed the material facts. It is stated that they were called by Mr. Pradeep Kumar, who wanted to let out his property *i.e.* the raided premises to them and when they reached there, the raiding party was already present at the spot and were doing inspection of the goods lying in the raided premises. They called Mr. Pradeep Kumar to come at the spot, but he did not turn-up for the reasons best known to him and after great persuasion of the raiding party, they signed the inventory list as witness available on spot as they were known to Mr. Pradeep. It is further stated that after making the inventory list and sealing all the electrical goods, the raiding party left the electrical goods at the spot, however, they

have nothing to do with the alleged recovery or the seized electrical goods.

9.3 The present suit is liable to be dismissed for misjoinder of necessary party as the said defendants are neither proper, nor necessary party to the present dispute.

10. Similarly, by way of '*Reply on Merits*', the defendant nos. 1 and 2 denied and controverted the averments made in corresponding paras of the plaint and reiterated that they have nothing to do with the alleged recovered goods from the raided premises.

11. The plaintiff file replication to the said written statement of defendant nos. 1 and 2, thereby controverting and denying the averments made therein, while reaffirming the averments made in the plaint.

12. In the written statement, defendant no.3 has also taken preliminary objections, *inter alia*, that:

12.1 An oral agreement was entered into between the defendant nos. 3 and 4, whereby the defendant no.3 had let out one room to defendant no.4 for using it as a godown on 31.08.2022, on a monthly rent of Rs.5,000/- per month. Thereafter, the defendant no.4 started using the said room as a godown from September,2022 onwards. However, it is stated that the defendant no.4 did not disclose about his business to the defendant no.3. It is stated that on 10-12-2022, some police officials along with local commissioner

reached at the house of defendant no.3 and searched the rented premises of defendant no.4 and made inventory of lying articles and then the defendant no.3 came to know about the business of defendant no.4, and thus, the defendant no.3 gave a written police complaint to SHO PS, GTB Enclave, Delhi on 02-02-2023 against defendant no.4. Thus, it is stated that the plaintiff unnecessarily impleaded the defendant no.3 in this matter and hence, same is liable to be dismissed.

13. Likewise, by way of '*Reply On Merits*', the said defendant merely denied the averments made in corresponding paras of the plaint for want of knowledge.
14. However, the plaintiff chose not to file replication thereto, as per proceedings dated 12-11-2024.
15. Defendant no.5, in his written statement, has taken preliminary objections, *inter-alia*, that:-
 - 15.1 The plaintiff has not approached the Court with clean hands and has suppressed the material facts from the Court.
 - 15.2 No items were recovered from his premises that would prove any acts of wrong doings. It is stated that the recovered goods were more of the nature of scrap and left over items in the course of manufacturing of the goods in the honest conduct of business.

16. Likewise, by way of '*Para Wise Reply*', the defendant no.5 has stated that Para nos. 1 to 20 of the plaint are matter of record and therefore, require no reply. In response to other paras of the plaint, while denying and controverting the averments made therein, the said defendant has stated that he is neither an agent, nor a dealer, nor an associate of either of defendant nos. 1 to 3 and has no affiliation or relationship with other defendants. It is stated that he is engaged in the business of manufacturing cables under the brand name 'Pentagon Cable', which is claimed to be distinct and different from the trade mark/ label of the plaintiff. It is categorically stated that said defendant is only dealing under the said brand name 'Pentagon Cable', which is not registered. It is stated that the said defendant has not used the impugned trademark in any manner and is not involved in selling of counterfeit products.
17. The plaintiff file replication to the said written statement of defendant no. 5, thereby controverting and denying the averments made therein, while reaffirming the averments made in the plaint.
18. After completion of the pleadings, vide order dated 26-11-2024, the following issues were framed:-
 - (i) *Whether the plaintiff is the proprietor of Trademark ANCHOR? OPP*
 - (ii) *Whether the said trademark ANCHOR has been infringed by the defendants,if so by which defendant? OPP*

- (iii) *Whether the plaintiff is entitled for decree of permanent injunction as prayed in para (i) and (ii) of prayer clause of plaint? **OPP***
- (iv) *Whether the plaintiff is entitled for decree qua restraining the defendants from disposing off the assets and stocks, as prayed in para (iii) of prayer clause of plaint? **OPP**.*
- (v) *Whether the plaintiff is entitled for decree of delivery up of all the impugned finished and unfinished material, as prayed in para (iv) of prayer clause of plaint? **OPP**.*
- (vi) *Whether the plaintiff is entitled for decree of rendition of accounts of profits earned by defendants, as prayed in para (v) of prayer clause of plaint? **OPP**.*
- (vii) *Whether the plaintiff is entitled for decree of damages to the tune of Rs.3,10,000/-, from the defendants? **OPP***
- (viii) *Whether the plaintiff is entitled to costs of the suit, if so from whom, if paid? **OPP***
- (ix) *Relief.*

19. *Pertinently*, after closure of PE, an application under Order XIV Rule 5 read with S. 151 CPC for amendment of issues, filed by plaintiff, was allowed vide order dated 25-03-2025, passed by Ld. Predecessor of this Court. In view of the striking off issue no.1 and modification of

issue no.2, it was directed that issues were required to be renumbered and hence, were reframed as under:-

- (i) *Whether the defendant is liable for passing off the plaintiff's right over the said trade marks/ label ANCHOR? **OPP***
- (ii) *Whether the plaintiff is entitled for decree of permanent injunction as prayed in para (i) and (ii) of prayer clause of plaint? **OPP***
- (iii) *Whether the plaintiff is entitled for decree qua restraining the defendants from disposing off the assets and stocks, as prayed in para (iii) of prayer clause of plaint? **OPP***
- (iv) *Whether the plaintiff is entitled for decree of delivery up of all the impugned finished and unfinished material, as prayed in para (iv) of prayer clause of plaint? **OPP***
- (v) *Whether the plaintiff is entitled for decree of rendition of accounts of profits earned by defendants, as prayed in para (v) of prayer clause of plaint? **OPP***
- (vi) *Whether the plaintiff is entitled for decree of damages to the tune of Rs.3,10,000/-, from the defendants? **OPP***
- (vii) *Whether the plaintiff is entitled to costs of the suit, if so from whom, if paid? **OPP***

(viii) Relief.

20. In support of its case, the plaintiff company has examined only one witness *i.e.* its AR namely Sh. Archit Aggarwal.
21. PW1 led her examination-in-chief by way of affidavit [Ex.PW1/A] and deposed in terms of the facts of the plaint and has relied on the following documents:-

Sr. no	Document/Particulars	Exhibit(s)
1.	Plaintiff's trademarks/labels	Ex. PW1/1 (Objected to as to mode of proof).
2.	Photographs of plaintiff's goods bearing its said trademarks/labels	Ex. PW1/2 (Objected to as to mode of proof).
3.	Photographs of defendant's impugned goods bearing the impugned trademarks/labels	Ex. PW1/3 (Objected to as to mode of proof).
4.	Print out of the status report of Plaintiff's trademark under no. 215817 for the device mark “  ” in Class 9	Ex.PW1/4.

Sr. no	Document/Particulars	Exhibit(s)
5.	Print out of the status report of Plaintiff's trademark under no.215818 for the device mark “  ” in Class 11	Ex.PW1/5.
6.	Print out of the status report and journal of Plaintiff's trademark under no. 352462 for the device mark “ ANCHOR ” in Class 11	Ex.PW1/6
7.	Print out of the status report and journal of Plaintiff's trademark under no. 345728 for the word mark “ ANCHOR ” in Class 9	Ex. PW1/7.
8.	Print out of the status report and journal of Plaintiff's trademark under no. 345729 for the word mark “ ANCHOR ” in Class 11 as Ex. PW1/8.	
9.	Copies of Legal Proceedings Certificates applied vis-à-vis application Nos. 215817, 215818, 352462, 345728 and 345729 in Classes 9 and 11	Ex.PW1/9 A to Ex.PW1/9E
10.	Screenshot of Plaintiff's website viz., https://lsin.panasonic.com/ under the said trademarks/ labels.	Ex.PW1/10.

Sr. no	Document/Particulars	Exhibit(s)
11.	Screenshots depicting advertisement and news article of Plaintiff Company under the said trade mark/ label ANCHOR 	Ex.PW1/11
12.	Whois Report of the Plaintiff's website, viz. https://lsin.panasonic.com/ under the said trademarks/ labels	Ex.PW1/12.
13.	Screenshot of the Plaintiff Company's said goods bearing the said trademarks/labels available on various e-commerce websites www.amazon.in , www.bigbasket.com and www.eleczo.com etc.	Ex.PW1/13.
14.	Screenshots of the social media platforms www.instagram.com , www.facebook.com , www.youtube.com and www.twitter.com being operated by the Plaintiff Company under the said trademarks/ labels ANCHOR 	Ex.PW1/14.
15.	Screenshots of the list of plaintiff's dealers	Ex.PW1/15.

Sr. no	Document/Particulars	Exhibit(s)
16.	Copy of License Agreement between Matsushita Electric Works Ltd. And Anchor Electricals Pvt. Ltd.	Ex. PW1/16 (OSR). (Objected to as, some details have been concealed in the copy by putting black in said details).
17.	Print out of certificate change of Company from Anchor Electricals Pvt. Ltd. To Panasonic Life Solutions Pvt. Ltd.	Ex.PW1/17
18.	Photocopy of Letter of Authority in favour of Soumya Singh dated 23.11.2022 (inadvertently mentioned in my affidavit as 23.11.2023)	Mark PW1/18
19.	Special Power of Attorney in favour of Sh. Nishant Nayan dated 21.09.2023	Ex.PW1/19 (Objected to as witness is not the maker of the document)

Sr. no	Document/Particulars	Exhibit(s)
20.	Board Resolution dated 13.12.2022	Ex. PW1/20 (Objected to as minutes of meeting register is not produced).
21.	Photocopy of the Power of Attorney by the Plaintiff Company in favour of Mr. Archit Agarwal	Ex.PW1/21 (OSR).
22.	Local Commissioner Report by Sh. Anuj Giri Adv.	Ex.PW1/22A
23.	Local commissioner report by Sh. Yash Vardhan Sain	Ex.PW1/22B.
24.	Local commissioner report by Sh. Rajesh Kumar	Ex.PW1/22C
25.	Affidavit in compliance of Order XI Rule 6(3) of the Commercial Courts Act, 2015	Ex.PW1/23.

22. PW1 has been cross-examined at length by the defendants. However, the same is not being mentioned herein and shall be considered in subsequent paras of this judgment, while rendering findings on the issues.

23. PE was closed on 03-03-2025.

24. In his defence, the defendant no.1 apart from examining himself as D1W1, has also examined one more witness namely Sh. Raudas Kumar as D1W2.
25. D1W1 Sh. Amit Gumber led his examination-in-chief by way of affidavit [Ex.D1W1/A] and deposed in terms of the facts of the written statement.
26. D1W2 Sh. Raudas Kumar also led his examination-in-chief by way of affidavit [Ex.D1W2/A] and deposed that he was gainfully employed as labourer with Mr. Pradeep Kumar in the year 2022 and on 10.12.2022, raid was conducted by some persons along with some police officials at the godown of Mr. Pradeep Kumar and on being asked, he disclosed the name of Mr. Pradeep Kumar with his mobile number, to the local commissioner.
27. The defendant nos.2, 3 and 5 have examined themselves as D2W1, D3W1 and D5W1 respectively.
28. D2W1 namely Sh. Pankaj Gumber led his examination-in-chief by way of affidavit [Ex.D2W1/A] and deposed in terms of the facts of his written statement.
29. D3W1 namely Sh. Surender Kumar led his examination-in-chief by way of affidavit [Ex.D3W1/A] and deposed in terms of the facts of his written statement.
30. D5W1 namely Sh. Mahesh Bhat, led his examination-in-chief by way of affidavit [Ex.DW5/A] and deposed in terms of the facts of his written statement. He

also relied on Copy of GST Registration Certificate and proved the same as Mark D5A, which was referred to as Ex.DW5/1 in his evidence affidavit.

31. D1W1, D1W2, D2W1, D3W1 and D5W1 have been cross-examined at length by the plaintiff. However, the same are not being mentioned herein and shall be considered in subsequent paras of this judgment, while rendering findings on the issues.
32. DE qua defendant nos.5 and 3 was closed on 28-03-2025 and 09-04-2025.
33. I have already heard Ld. counsels for the parties. I have also gone through the material available on record including the pleadings of the parties, the evidence, oral as well as documentary, led from the side of the parties. I have duly considered the submissions made on behalf of both the sides, including written submissions filed by plaintiff, defendant nos. 1 & 2, and defendant no.5, as also the judicial precedents cited at the Bar.
34. It may be noted here that during the course of final arguments, Ld. Counsel of plaintiff made statement to give up reliefs as prayed in Prayer Clause Nos.34 (iii) and 34(v) of the plaint regarding restraining the defendants from disposing off or dealing with their assets and rendition of accounts of profits, respectively. Accordingly, the plaintiff was permitted to give up the said reliefs, vide order dated 18-07-2025, passed by this Court.

35. Further, it may also be noted here that at the stage of final arguments, the plaintiff had also moved an application u/s 151 CPC seeking leave of the Court to bring on record ratified Power of Attorney dated 29-07-2025 issued in favour of Ms. Soumya Singh. The said application came to be allowed, vide order dated 10-09-2025, passed by this Court. As a result thereof, the said ratified Power of Attorney in favour of Ms. Soumya Singh, who has signed, verified and instituted the present suit on behalf of plaintiff company, has been taken on record.

ISSUE WISE FINDINGS

36. My issue wise findings are as under:-

ISSUE NOS.1 & 2.

37. Now, I shall take up the issue nos. (i) and (ii), as they are interconnected with each other and accordingly, can be decided together. The said issues read as under:-

Issue no. (i) -Whether the defendant is liable for passing off the plaintiff's right over the said trade marks/ label ANCHOR? OPP

Issue no. (ii) - Whether the plaintiff is entitled for decree of permanent injunction as prayed in para (i) and (ii) of prayer clause of plaint? OPP

38. The onus to prove both these issues was placed upon the plaintiff. In order to discharge its burden, the plaintiff has examined sole witness as PW1, as already noted

above. She tendered her evidence by way of affidavit, thereby deposing on identical lines of the averments made in the plaint and have proved the relevant documents, which are already noted above.

ARGUMENTS OF THE PLAINTIFF:

39. It is submitted by Ld. Counsel of plaintiff that the trademarks/labels are well known trademarks of the plaintiff and are registered in India under various classes of the Trademark Rules 2002, which are valid and subsisting in favour of the plaintiff company till date. Further, the art works involved in the trademarks/ labels is original artistic work and the plaintiff holds copyright therein. Further, it is submitted that the plaintiff spends huge amount of money in advertising and promotion of its products and said marks enjoy a huge goodwill and reputation in business community and public in general in India and across the world.
40. Further, Ld. Counsel of plaintiff relied upon the reports of Local Commissioners and submitted that Ld. Local Commissioners, while executing the commission in terms of the order passed by this Court, had found infringed goods bearing falsified impugned trademark/ label from the premises of the defendants in their presence, which establishes that the defendants were involved in the illegal activities. Ld. Counsel of plaintiff submitted that Local Commissioners' Reports can be read in evidence in terms of Order XXVI Rule 10(2) CPC and for this purpose, she also relied upon the judgment of our own Hon'ble High

Court in case titled as “*M L Brother LLP v. Mahesh Kumar Bhruwalal Tanna*” [CS (COMM) 126/2022, decided on 12th May, 2022].

41. Further, he submitted that use of the impugned trademark /label in similar goods as adopted by the defendants, is identical and/ or confusingly or deceptively similar to the registered trademark of the plaintiff *i.e.* ANCHOR and thus, same amounts to not only committing fraud upon the plaintiff company, but also upon the unwary general public, due to which, the plaintiff company suffers huge monetary loss and its goodwill and reputation is also at stake and therefore, he urged that the suit may be decreed in favour of the plaintiff and against the defendants, thereby restraining the defendants and all others acting for and on their behalf from using the said impugned trade-mark/ label.
42. While referring to the testimonies of witnesses examined during trial, Ld. Counsel of plaintiff further argued that defendant nos. 1 and 2 namely Sh. Amit Gumber and Sh. Pankaj Gumber respectively are cousin brothers and co-owners of the impugned goods seized from their premises by Ld. Local Commissioners in terms of the relevant order. He further contended that said two defendants have not filed any document in support of their defence that they have nothing to do with the said premises, or that Sh. Pradeep Gumber is the actual owner of the said premises wherefrom counterfeit goods were seized by Ld. Local Commissioner. He further submitted

that no objection has been filed by either of the said two defendants against reports of concerned Local Commissioner and thus, it amounts to admission on their part about the correctness of the contents of said reports. In order to buttress his submissions, Ld. Counsel of plaintiff relied upon judgments of Hon'ble Delhi High Court in case titled as '*Puma Se. v. Ashok Kumar*' reported as 2023 SCC Online Del 6764 and '*Levi Strauss & Co. v. Rajesh Aggarwal*', reported as 2018 SCC Online Del 6221.

43. As regards defendant nos.3, he further submitted that Ld. Local Commissioner had seized counterfeit goods from the premises, which was in occupation of defendant no.3. He also contended that the said defendant has also not filed any document in support of his defence that defendant no.4 was his tenant. He further submitted that the defendant no.3 had, in fact, received the seized goods on superdari from Ld. Local Commissioner.
44. In so far as defendant no.5 is concerned, Ld. Counsel of plaintiff submitted that the counterfeit goods had been seized from his premises, as per report of concerned Local Commissioner, which clearly demolishes his stand that no counterfeit goods were recovered from his premises. He, therefore, urged that the plaintiff has been able to prove that the defendant nos. 1, 2, 3, and 5 were passing off their impugned goods as that of the plaintiff and thus, the plaintiff is entitled to decree of permanent injunction and these issues should be decided in favour of plaintiff and against said defendants.

45. In support of the aforesaid submissions, Ld. Counsel of the plaintiff also relied upon the following authorities:-

- 45.1 Century Traders v. Roshan Lal Duggar, reported as AIR 1978 Delhi 250;
- 45.2 S. Syed Mohideen v. P. Sulochana Bai, reported as 2016 (66) PTC1 (SC);
- 45.3 Laxmikant V. Patel v. Chetanbhai Shah & Anr. reported as (2002) 3 SCC 65;
- 45.4 Cadila Health Care Ltd. v. Cadila Pharmaceuticals Ltd. reported as (2001) 5 SCC 73;
- 45.5 Marico Ltd. v. Mrs. Jagjit Kaur, reported as 2018 SCC Online Del 8488;
- 45.6 Glaxo Orthopedic U.K. Ltd. v. Samrat Pharma reported as MANU/DE/0257/1983; and
- 45.7 P. K. Sen v. Exxon Mobile Corporation & Ors. reported as MANU/DE/0016/2017.

ARGUMENTS ADVANCED ON BEHALF OF THE DEFENDANT NOS. 1 & 2:

46. Ld. Counsel of defendant nos.1 and 2, while refuting the aforesaid arguments advanced on behalf of plaintiff, vehemently argued that the plaintiff has failed to prove/establish during trial that the said two defendants were passing off their goods as that of the goods of plaintiff. He contended that there is no iota of evidence brought on record from the side of plaintiff, on the basis of which, it

may be inferred that the premises from where counterfeit goods were allegedly seized by Ld. Local Commissioner, belongs to either of said two defendants. While referring to the status reports and journal of Plaintiff's trademark under no. 352462 for the device mark "ANCHOR", he argued that certain portion thereof has been blacked out to conceal some facts from this Court, which clearly shows that same has been done by plaintiff in order to conceal relevant facts from this Court. He claimed that the explanation furnished by PW1 during his cross-examination that said portion was confidential, is absolutely untenable, inasmuch as said documents are already in public domain. He, therefore, urged that an adverse inference in terms of S. 114(g) of Indian Evidence Act should be drawn against the plaintiff. He further submitted that PW1 never claimed to be deposing on behalf of plaintiff company, but on behalf of one Mr. Kartik Malhotra and thus, he cannot be a competent witness deposing on behalf of plaintiff company.

47. After referring to the defence pleaded by said two defendants in their written statement, he further submitted that none of the said two defendants has any concern with the premises, wherefrom counterfeit goods were allegedly seized by Ld. Local Commissioner. He reiterated that the said premises was belonging to Mr. Pradeep Kumar, who wanted to let out his property and on the date when commission was being executed by Ld. Local Commissioner, both these defendants happened to be

present there, as they had gone to the said premises for taking it on rent. He further submitted that said Mr. Pradeep Kumar was running business in the said premises and defendants used to purchase electrical goods from him, but he did not turn up before Ld. Local Commissioner and after great persuasion of raiding party, the defendant no.2 namely Sh. Pankaj Gumber had signed the superdarinama, since, he was the only person known to Mr. Pradeep Kumar and all the electrical goods were handed over to him on superdarinama.

48. While referring to the directions contained in order dated 05-12-2023 passed by Ld. Predecessor of this Court, whereby, Ld. Local Commissioner namely Sh. Anuj Giri, Advocate, was appointed, he further submitted that there has been blatant violation of relevant terms and conditions contained in the said order, inasmuch as no inventory of goods was prepared by Ld. Local Commissioner at the spot and counting of seized items was also not done. He also contended that false inventory was fabricated by Ld. Local Commissioner in order to support false claim of the plaintiff and to deceive the Court. He further contended that Ld. Local Commissioner was required to seal the seized goods in gunny bags, but his report is completely silent and does not specify as to what seal was affixed on seized material and to whom seal was given by him. He also claimed that the entire proceeding was required to be photographed/ videographed, but same has not been done. He further submitted that hand written spot proceedings

mentions name of owner as Mr. Pradeep Kumar, but in typed version of spot proceedings, name of owner is falsely stated as Mr. Pankaj Gumber, which shows complicity of Ld. Local Commissioner with the plaintiff and in view of all these reasons, report of Ld. Local Commissioner is not free from doubt and thus, same should not be taken into consideration while deciding these issues. Another argument advanced by Ld. Counsel has been that defendant no.2 had signed the superdarinama without actually knowing or comprehending its implication and as a layman, he did not have any idea that he was supposed to carry all those gunny bags with him. He also claimed that the actual owner Mr. Pradeep Kumar had assured him that he shall produce the said goods before the Court and that's why, he left those goods packed in gunny bags at the said premises.

ARGUMENTS ADVANCED ON BEHALF OF DEFENDANT NO.3 :

49. Ld. Counsel of defendant no.3 also refuted the arguments advanced on behalf of plaintiff and submitted that said defendant had actually let out the premises to defendant no.4 for using it as a godown on 31.08.2022, on a monthly rent of Rs.5,000/- and defendant no.4 was actually using the said premises as a godown, wherefrom counterfeit goods were allegedly recovered by Ld. Local Commissioner. He further submitted that on coming to know about illegal activity of defendant no.4, the defendant no.3 had also filed police complaint with

SHO PS GTB Enclave, Delhi on 02-02-2023.

He, therefore, urged that since defendant no.3 is in no manner involved in alleged act of infringement of trade mark and passing off, no decree should be passed against him by this Court.

ARGUMENTS ADVANCED ON BEHALF OF DEFENDANT NO.5:

50. Ld. Counsel of defendant no.5 also disputed the arguments advanced on behalf plaintiff and submitted that defendant no.5 is engaged in the business of manufacturing cables under the trade name '*Bhatt Cable*' since the year 2017 and in support of such submission, he also referred to and relied upon GST Registration Certificate [Mark D/5A], as available on record. He further submitted that defendant no.5 has no association or relation of any kind with the impugned mark as alleged by plaintiff. He further contended that defendant no.5 is neither agent, nor dealer, nor an associate of either of the remaining defendants and the plaintiff has failed to establish any such relationship between defendant no.5 and remaining defendants during trial. He further contended that goods allegedly recovered from the premises of defendant no.5 by Ld. Local Commissioner, are only scrap goods and short cut pieces of wire cable, which was part of business activity being carried out by defendant no.5 and some of them were purchased for his personal use in his factory by defendant no.5 for electrical fitting of his machinery and said goods have no affiliation with the impugned mark in any manner.

He further vehemently contended that the plaintiff has failed to prove any deception or confusion on the part of person of ordinary intelligence to distinct its goods and the impugned trademark and defendant no.5 never attempted to encash the goodwill of the plaintiff in any manner.

51. While assailing the testimony of PW1, Ld. Counsel of defendant no.5 further submitted that SPA dated 21-09-2023 [Ex.PW1/19] cannot be taken on record as said witness is not the executor/ maker or acceptor of the said document and thus, he was not competent to prove the said document. He, further, submitted that for want of Minutes of Meeting Register in respect of Board Resolution dated 13-12-2022 [Ex.PW1/22], it cannot be said that the said document was duly proved. He contended that in the absence of any valid Board Resolution being passed in favour of Ms. Soumay Singh, it cannot be said that the suit has been validly instituted by plaintiff through competent person.
52. After referring to the relevant portion of cross-examination dated 11-02-2025 of PW1, Ld. Counsel of defendant no.5 further submitted that said witness of plaintiff has testified that defendant no.5 was found at the spot and that's why, he was impleaded as party later on. He also pointed out to further cross-examination dated 28-03-2025 of defendant no.5/D5W1, wherein he admitted that at the time of raid in December, 2022, his younger brother was present at the spot.

53. Based on aforesaid submissions, Ld. Counsel of defendant no.5 submitted that plaintiff has miserably failed to discharge the initial burden of proving these issues even on the basis of preponderance of probability and thus, these issue should be decided against the plaintiff and in favour of said defendant.

ANALYSIS & CONCLUSION:

54. Hon'ble Supreme Court in the case titled as "*Renaissance Hotel Holdings Inc. v. B. Vijaya Sai & Ors*", reported as MANU/SC/0066/2022, has laid down law with respect to infringement of trademarks, to quote:-

"XXXXX

43. The legislative scheme is clear that when the mark of the Defendant is identical with the registered trademarks of the plaintiff and the goods or services covered are similar to the ones covered by such registered trademarks, it may be necessary to prove that it is likely to cause confusion on the part of the public, or which is likely to have an association with the registered trademarks. Similarly, when the trademarks of the plaintiff is similar to the registered trademarks of the Defendant and the goods or services covered by such registered trademarks are identical or similar to the goods or services covered by such registered trademarks, it may again be necessary to establish that it is likely to cause confusion on the part of the public. However, when the trademarks of the Defendant is identical with the registered trademarks of the plaintiff and that the goods or services of the Defendant are identical with the goods or services covered by registered trademarks, the Court shall presume that it is likely to cause confusion on the part of the public.

45. It could thus be seen that this Court has pointed out the distinction between the causes of action and right to relief in suits for passing off and for infringement of registered trademarks. It has been held that the essentials of a passing off action with those in respect of an action complaining of an infringement of a registered trademark, cannot be

equated. It has been held that though an action for passing off is a Common Law remedy being an action for deceit, that is, a passing off by a person of his own goods as those of another; the action for infringement is a statutory right conferred on the registered proprietor of registered trademarks for the vindication of the exclusive rights to the use of the trademarks in relation to those goods. The use by the Defendant of the trademark of the plaintiff is a sine qua non in the case of an action for infringement. It has further been held that if the essential features of the trademarks of the plaintiff have been adopted by the defendant, the fact that the get-up, packing and other writing or marks on the goods or on the packets in which he offers his goods for sale show marked differences, or indicate clearly a trade origin different from that of the registered proprietor of the mark, would be immaterial in case of infringement of the trademarks, whereas in the case of a passing off, the Defendant may escape liability if he can show that the added matter is sufficient to distinguish his goods from those of the plaintiff.

*47. It could thus be seen that this Court again reiterated that the question to be asked in an infringement action is as to whether the Defendant is using a mark which is same as, or which, is a colourable imitation of the plaintiff's registered trademarks. It has further been held that though the get up of the Defendant's goods may be so different from the plaintiff's goods and the prices may also be so different that there would be no probability of deception of the public, nevertheless even in such cases, i.e. in an infringement action, an injunction would be issued as soon as it is proved that Defendant is improperly using the Plaintiff's mark. It has been reiterated that no case of actual deception nor any actual damage needs to be proved in such cases This Court has further held that though two actions are closely similar in some respects, in an action for infringement, where the Defendant's trademarks is identical with the Plaintiff's trademarks, the Court will not enquire whether the infringement in such as is likely to deceive or cause confusion.
xxxxx"*

55. It is now well settled law, as also laid down by our own Hon'ble High Court in the case titled as '*Shaw Wallace & Co. Ltd. & Anr. v. Superior Industries Ltd.*' 2003 (27) PTC CS (COMM)/2589/2022

63 (Del) that an infringement of trademarks is to be seen from the perspective of a layman, to quote:-

“12.It is well settled that in an action for alleged infringement of a registered trademarks, if the impugned marked used by the defendant is identical with the registered trademarks of the plaintiff, no further questions have been to be addressed and it has to be held that there is indeed an infringement. If the mark is not identical, the matter has to be further considered and it has to be seen whether the mark of the defendant is deceptively similar to that of the plaintiff. Deceptive similarity means that the mark is likely to deceive or cause confusion in relation to goods in respect of which the plaintiff got its mark registered. For the purpose of this comparison, the two marks have to be compared, not by placing them side by side, but by asking the question whether having due regard to relevant surrounding circumstances, defendant's mark is similar to that of the plaintiff, as would be remembered by persons possessed of an average memory with its usual imperfections. On the touchstone of this query, it is to be determined whether the mark of the defendant is likely to deceive or cause confusion. The sequetur to the aforesaid preposition of law, is that, in an action of infringement, for the success by the plaintiff, he need not prove that the whole of his registered trademarks has been copied, but he can also succeed, if, he shows that the mark used by the defendant is similar to the mark of the plaintiff, as it would be remembered by persons possessed of an average memory with its usual imperfection or with its usual imperfection or that its essential particulars or the distinguishing or essential feature has been copied (ILR 197 (II) Delhi 225 Jagan Nath Prem Nath v. Bhartiya Dhoop Karvalaya Para-7).”

56. In view of above legal position, let's examine the facts of the case in hand. The averments made in the plaint are duly supported by the documents proved during the course of evidence. PW-1 has deposed on identical lines of the averments made in the plaint and has proved various documents, as already referred to above.

57. In the case titled as “*Amrish Agarwal v. M/s Venus Home Appliances Pvt. Ltd.*” in CM (M) 1059/2018 dated 27-08-2019, passed by Hon’ble Delhi High Court, it was *inter alia* directed that in trademark infringement matters, the following documents ought to be necessarily filed along with the plaint. The relevant Para no.7 of this judgment is reproduced hereunder:

“7. It is directed that in trademarks infringement matters the following documents ought to be necessarily filed along with the plaint:

(i) Legal Proceedings Certificate (LPC) of the trademarks showing the mark, date of application, date of user claimed, conditions and disclaimers if any, assignments and licenses granted, renewals etc.,

(ii) If the LPC is not available, at the time of filing of the suit and urgent orders of injunction are being sought, a copy of the trademarks registration certificate, copy of the trademarks journal along with the latest status report from the website of the Trademarks Registry. This should be accompanied by an averment in the pleadings that LPC is applied for. Specific averment ought to be made that there are no disclaimers imposed on the mark and the mark stands renewed. Any licenses and assignments ought to be pleaded.

(iii) xxxx

(iv) In the case of (ii), the party ought to file the LPC prior to the commencement of the trial, if any aspect of the trademarks registration is being disputed by the opposite side.”

58. In this case, the plaintiff has relied upon and has filed Legal Proceeding Certificate [LPCs] of its trademarks and status reports thereof, which are duly proved by PW1 as Ex.PW1/4 to Ex.PW1/9E. As per the these documents, it is duly shown, *inter alia*, that ANCHOR is duly registered as word marks/ device marks in favour of the plaintiff and/or its predecessor since long. Further, during the course of final arguments, counsel of plaintiff has stated at Bar that

the registration of said trademarks/ word marks/ device marks stand renewed and same are valid till date. Further, PW1 has also proved copy of Licence Agreement executed between Matsushita Electric Works Ltd. and Anchor Electricals Pvt. Ltd. as Ex.PW1/16. There is no cross-examination of PW1 on these aspects from the side of the defendants, which amounts to admission on their part. Thus, it is duly established on record that the said trademarks/ labels ANCHOR are duly registered in favour of the plaintiff and /or its predecessor.

59. In view of above, let's examine whether plaintiff has been able to prove that defendants were involved in impugned activities of infringing trademark and copy right of plaintiff and were passing of their impugned goods and business as that of plaintiff. As already noted above, the Local Commissioners had found infringed goods bearing falsified trademarks/labels ANCHOR of the plaintiff company from the premises of defendant nos. 1, 2, 3 and 5, at the time of execution of commission.
60. There is no substance in the argument raised on behalf of defendant no.5 that PW1 was not competent to prove SPA dated 21-09-2023 [Ex.PW1/19], merely because he was neither executor/ maker thereof, nor acceptor of said document. It may be noted that Ex.PW1/19 is copy of SPA executed in favour of Mr. Nishant Nayan by the plaintiff company through Mr. Kumar Anjani, AGM (Legal) thereby appointing him as lawful attorney to do all or any act as mentioned therein. No doubt, an objection was

raised on behalf of defendant no.5 to the exhibition of said document on the ground that the witness was not maker of the said document. However, it may be noted that no question whatsoever has been put to said witness on behalf of defendant no.5 during his cross-examination, meaning thereby that said defendant had raised the objection for namesake. Even otherwise, it is nowhere the case of either of the defendants that no such SPA was executed in favour of Mr. Nishant Nayan, or that said document was either forged, or fabricated. For all these reasons, this Court does not find any reason to discard the said document.

61. As regards contention raised on behalf of defendant no.5 that Board Resolution dated 13-12-2022 [Ex.PW1/20] could not be proved during trial, it may be noted that said Board Resolution is shown to have been passed in favour of Mr. Yoshiyuki Kato, Managing Director, or Mr. Toshinobu Kawasaki, Joint Managing Director of the plaintiff company. Even, if it be presumed for the sake of convenience that said Board Resolution was not proved as per law of evidence for want of original Minutes Book being produced by the witness for exhibiting said document as Ex.PW1/20, still, this Court is of the view that such defect is not of much consequence inasmuch as Mr. Yoshiyuki Kato, and Mr. Toshinobu Kawasaki are Managing Director and Joint Managing Director respectively of the plaintiff company within the meaning of Order XXIX Rule 1 CPC.

62. Hon'ble Apex Court in the cited case of '*United Bank of India v. Naresh Kumar*', reported as 1999 (6) SCC 660 has held as under:-

“XXXXX

Reading Order 6 Rule 14 together with Order 29. Rule 1 of the Code of Civil Procedure, it would appear that even in the absence of any formal letter of authority or power of attorney having been executed, a person referred to in Rule 1 of Order 29 may, by virtue of the office which he holds, sign and verify the pleadings on behalf of the corporation. In addition, pursuant to Order 29 Rule 1 of the Code of Civil Procedure, as a company is a legal entity, it may duly authorize any person to sign the plaint or the written statement on its behalf, and this would be regarded as sufficient compliance with the provisions of Order 6 Rule 14 of the Code of Civil Procedure. A person may be expressly authorized to sign the pleadings on behalf of the company, for example, by the Board of Directors passing a resolution to that effect or by a power of attorney being executed in favor of any individual. In the absence thereof, and in cases where pleadings have been signed by one of its officers, a corporation can ratify the said action of its officer in signing the pleadings. Such ratification may be express or implied. The Court can, on the basis of the evidence on record, and after taking all the circumstances of the case, especially with regard to the conduct of the trial, come to the conclusion that the corporation had ratified the act of signing of the pleading by its officer.

XXXX”

63. In view of the forgoing reasons and the discussion made herein before and the law laid down by Hon'ble Apex Court in the above referred decision, it is held that the plaintiff has been able to prove on the basis of preponderance of probability that the present suit has been signed, verified and instituted by a competent person within the meaning of Order VI Rule 14 CPC, and also

that PW1 Sh. Archit Aggarwal, was a competent witness to depose on behalf of plaintiff during trial.

64. Now, I shall deal with rival contentions touching upon the merit of the case, as advanced on behalf of both the sides. As already noted above, PW1 has fully supported the case of plaintiff on all material aspects, and has also proved relevant documents in the form of Status Reports of trade marks/ labels, Photographs of plaintiff's goods bearing trade marks/ labels vis-à-vis the impugned goods bearing impugned trade mark/ label, LPCs, Screenshots of plaintiff's websites etc. has already detailed hereinbefore in preceding paras of this judgment.
65. It is found from the record that defendant no.3 has not effectively cross-examine PW1 during trial, as also that the defendant nos. 1 and 2 have mainly put certain suggestions during cross-examination of PW1, which have been denied by him. However, PW1 has deposed that there is no document to show that said two defendants were carrying on work of manufacturing of counterfeit goods in collusion with each other. *Pertinently*, the defendant nos. 1 and 2 took categorical stand in the written statement that they had nothing to do with the premises, wherefrom counterfeit goods were seized by Ld. Local Commissioner. However, not even a single question is found to have been put in this regard on their behalf to the witness examined by plaintiff. On the other hand, D1W1 Sh. Amit Gumber/ defendant no.1 has admitted during his cross-examination on behalf of plaintiff that he knew Sh. Pradeep Kumar,

who was his friend and he used to purchase lights from him. He also admitted that Mr. Pankaj Gumber (defendant no.2) is his distant cousin brother and he was present at the spot when raid was going on. Although, he claimed that he had visited the said premises on the asking of Mr. Pradeep Kumar who told him that he would show him the space to be used as godown on rent, but admitted that no such document is filed by him to show that Mr. Pradeep Kumar had called him to his premises. Not only this, he admitted that he was working with Mr. Pankaj Gumber (Defendant no.2) and also that goods seized by Ld. Local Commissioner during raid, were taken on superdari by defendant no.2.

66. D1W2 Sh. Raudas Kumar also admitted during cross-examination that he was present in the premises when Ld. Local Commissioner had carried out inspection on 10-12-2022. He claimed that he was working with Mr. Pradeep Kumar for last 1 ½ to 2 months prior to the date of raid conducted by Ld. Local Commissioner, but admitted not to have filed any document showing that he was employed with Mr. Pradeep Kumar, or that he used to receive any salary from said Mr. Pradeep Kumar. He deposed not to have made any call to Mr. Pradeep Kumar informing him about the raid.

67. In view of above, Court is of the view that the testimony of D1W2 is not truthful and thus, does not inspire any confidence. In case, he was employed with Mr. Pradeep Kumar and raid would have been conducted in premises

belonging to Mr. Pradeep Kumar by Ld. Local Commissioner at the instance of plaintiff company, the first thing which was expected from him as an employee of Mr. Pradeep Kumar, would have been at-least to inform him telephonically. Moreover, it is difficult to believe that the witness would not have been in a position to produce relevant documents regarding his appointment as an employee, as also proof of payment of salary to him by Mr. Pradeep Kumar.

68. There is another reason, which has persuaded this Court to arrive at the aforesaid conclusion. In case, D1W2 was an employee of Mr. Pradeep Kumar, it is not explained as to how and in which manner, the defendant no.1 namely Sh. Amit Gumber came into contact with him and managed to produce him as a witness during trial. It is nowhere the case of either of defendant no.1, or D1W2 that they were previously known to each other in any manner. Even if it be presumed for the sake of convenience that the defendant no.1 could lay his hand over the particulars of D1W2, he would have summoned him as a witness through the process of Court. However, the defendant no.1 has filed evidence affidavit (Ex.D1W2/A) of said witness through his counsel and examined him as D1W2 during trial. Such unnatural conduct on the part of defendant no.1 and D1W2, would clearly lead to an inference that the testimony of D1W2 is not worth reliable.

69. During his cross-examination, D2W1 deposed that he was running business of sale and purchase of property and construction and was never running business of electrical goods like switch, etc., but on being confronted with Para no.2 of his evidence affidavit (Ex.D2W1/A), he admitted to have stated that *“I used to purchase electrical goods from Mr. Pradeep, but he did not turn up for the reasons best known to him”*. On one place, he claimed that he had gone to the said premises on the date of raid for taking godown on rent and at another place, he testified that he had gone there to purchase electricity goods from Mr. Pradeep Kumar, as same were required for his construction business. Said portions of his testimony would put serious dent upon his credibility.
70. It is not understandable that when any person is doing business of sale and purchase of property and construction, why he would go to premises of third person for taking such premises on rent for being used as godown. This is apart from the fact that the defendant no.2 has not filed any document showing that he was running business of sale and purchase of property and/or construction activity.
71. It is important to note that D2W1 namely Sh. Pankaj Gumber admitted during his cross-examination that Local Commissioner had handed over seized goods to him on superdari. Although, he claimed that said goods were not in his possession as he had handed over the same to Mr. Pradeep Kumar, but he could not produce any document in support thereof. He claimed not to have

received any document from said Mr. Pradeep Kumar regarding handing over of seized goods to him. Said conduct on his part, is quite unnatural and it is difficult to believe that any person who does not have any concern whatsoever with any premises where raid was being conducted by LC, would have received seized counterfeit goods on superdari from LC. It is difficult to digest that such person thereafter would have handed over possession of those goods taken by him on superdari, to another person and that too without obtaining any receipt for it. Thus, this Court is of the view that a false story is being concocted by defendants in order to wriggle out of the factum of they being present in the premises at the time of raid conducted by LC and defendant no.2 having received counterfeit goods seized from said place, on superdari.

72. Further, as far as contention raised on behalf of defendant nos. 1 and 2 that Ld. Local Commissioner did not photograph/ videograph the proceedings, same is found contrary to record, as photographs of the proceedings are duly annexed with report by Ld. Local Commissioner. In view thereof, the said contention is without merit and hence, rejected.
73. It is also relevant to note that neither defendant nos. 1 and 2, nor defendant nos. 3 and 5, have filed any objection to the contents of reports of Local Commissioners before the Court and hence, contents of said reports and their annexures amount to admission on their part. While saying so, view of this Court is also fortified by the cited

decisions of Hon'ble Delhi High Court in cases of Puma Se (*supra*) and Levis Strauss & Co. (*supra*).

74. Furthermore, defence of defendant nos.3 and 5 raised in the written statement, also remained unsubstantiated during trial. None of these defendants could produce any document that defendant no.3 had, in fact, let out the said premises to defendant no.4 on 31-03-2022 as alleged, or that no counterfeit goods were seized from the premises of defendant no.5, as claimed by him. Rather, the defendant no.3 examined as D3W1 testified during his cross-examination that defendant no.4 had provided his Aadhar Card as identity proof to him. However, no such document has seen light of the day till date. There is no iota of evidence brought on record from the side of defendant no.3 in order to prove that he had actually let out any portion of the premises wherein raid was conducted by LC, on rental basis to defendant no.4. It is an admitted position on record that said premises was belonging to him only. Although, he claimed that he had filed police complaint against defendant no.4 with SHO PS GTB Enclave, Delhi, on 02-02-2023 for non-payment of rent, however, no such police complaint is brought on record. Same would further falsify the defence taken by him.
75. Defendant no.5 examined as D5W1, also admitted during his cross-examination that he was doing his business from the premises, wherein raid was conducted by LC. Although, he claimed that he was doing business of manufacturing of cable under the trade mark 'Bhatt Cable',

however, no document whatsoever has been placed on record by him either alongwith written statement or otherwise, what to say being proved during trial. He admitted not to have filed e-Way Bill regarding transportation of goods on record. On being confronted with photographs Ex. D5/P1 & Ex.D5/P2, he admitted that trade name 'Anchor of Panasonic Advanced FR' is mentioned in both the said photographs. Though, he made feeble attempt to escape from his liability by testifying that he might have purchased those products as shown in photographs Ex.D5/P2 for his personal use, but he admitted not to have filed any invoice/bill regarding purchase of said goods. He also admitted not to have filed any list of his distributors and agents on record. There is no iota of evidence available on record, on the basis of which, it may be inferred that the defendant no.5, is the manufacturer of wire cable under the trade mark 'Bhatt Cable' as taken by him in the written statement. Thus, I find considerable force in the argument advanced on behalf of the plaintiff that defence taken by defendant nos.3 and 5 also remained unsubstantiated during trial.

76. Further, it is nowhere the case of either of the defendants that they were permitted user of the impugned trade mark / label ANCHOR by virtue of any Licence Agreement having been granted in their favour by competent authority, or that they were having trade mark registration in their favour.

77. Thus, the case of the plaintiff stood proved against the defendants on the basis of preponderance of probability.

78. In the totality of the facts and circumstances of the case, the Court is of the view that the plaintiff has succeeded in proving that the defendants were manufacturing/stocking, distributing and selling goods bearing falsified trade mark/label of the plaintiff and therefore, trade marks and copyright of plaintiff are required to be protected. Accordingly, the plaintiff is held entitled to decree of permanent injunction, whereby the defendants are required to be restrained from using impugned trade mark / label **ANCHOR/**  or any other word mark/ device mark/label which may be identical with and/or deceptively similar to the plaintiff's said trade marks/ labels **ANCHOR/**  in relation to similar goods, thereby infringing plaintiff's registered trade mark, copyright and passing off their products as that of the plaintiff.

79. Accordingly, the aforesaid issues nos. (i) and (ii) are decided in favour of plaintiff and against the defendants.

ISSUE NO.3

80. Now I shall decide issue no. (iii) regarding rendition of accounts, which is reproduced hereunder:-

Issue no. (3) - Whether the plaintiff is entitled for decree qua restraining the defendants from disposing

off the assets and stocks, as prayed in para (iii) of prayer clause of plaintiff? OPP.

81. No finding is required to be given in respect of aforesaid issue, in view of statement of counsel of plaintiff made on 18-07-2025 regarding giving up the relief as prayed in Prayer Clause No.34 (iii) of the plaint regarding restraining defendants from disposing off their assets and stocks and consequent order thereupon, and thus, this issue does not survive any further.

ISSUE NO.4

82. Now I shall decide issue no. (iv) regarding delivery up, which is reproduced hereunder:-

Issue no. (iv) - Whether the plaintiff is entitled for decree of delivery up of all the impugned finished and unfinished material, as prayed in para (iv) of prayer clause of plaintiff? OPP.

83. As already discussed, infringed goods bearing falsified trademarks/ label of plaintiff company were seized by the Local Commissioners and were returned to the defendant nos. 1, 2, 3 and 5 on superdari. Therefore, the defendant nos. 1, 2, 3 and 5 are directed to delivery up all above seized infringed goods, besides all other impugned finished and unfinished materials bearing the impugned and violative trade mark/ label to the plaintiff company for the purpose of destruction and erasure. Accordingly, this issue is also decided in favour of plaintiff and against the defendants.

ISSUE NO.5

84. Now I shall decide issue no.(v) regarding rendition of accounts, which is reproduced hereunder:-

Issue no. (v) - Whether the plaintiff is entitled for decree of rendition of accounts of profits earned by defendants, as prayed in para (v) of prayer clause of plaint? OPP.

85. No finding is required to be given in respect of aforesaid issue, in view of statement of counsel of plaintiff made on 18-07-2025 regarding giving up the relief as prayed in Prayer Clause No.34 (v) of the plaint regarding rendition of accounts and consequent order thereupon, and thus, this issue no more survive for any adjudication.

ISSUE NO.6

86. Now I shall decide issue no.(6) regarding damages, which is reproduced hereunder:-

Issue no. (vi) - Whether the plaintiff is entitled for decree of damages to the tune of Rs.3,10,000/-, from the defendants ? OPP

87. During the course of submissions, Ld. Counsel of plaintiff submitted that damages to the tune of ₹3,10,000/- may be awarded in favour of plaintiff and against the defendants in view of the fact that they were found in possession of infringing material in large quantities by Ld. Local Commissioners. In support of his submissions, Ld. Counsel of the plaintiff has relied upon judgment of

Hon'ble Delhi High Court in case of '*LT Foods Limited v. Saraswati Trading Company*' decided on 11-11-2022 having neutral citation: 2022/DHC/004806.

88. As already noted above, the Local Commissioners, while executing the commission, found and seized infringed goods from premises of defendants in their presence and handed over the same to them on superdari. It is evident from the said reports that the defendants were stocking and selling/ passing off the infringed goods bearing impugned trade marks / logs as that of the plaintiff products, thereby causing wrongful loss to plaintiff company and would have earned illegal profit. Further, if the seized infringed goods would have gone to the hands of the consumer/ general public, the reputation/goodwill of the plaintiff company would have gone down in the eyes of consumer/ general public as infringed goods were of average quality and were not up to the quality which is claimed by the plaintiff company.
89. After referring to the judicial precedents and the law governing grant of damages in matters regarding infringement of trade mark, copy right and passing off, the Hon'ble Delhi High Court in the cited case of '*Koninlijke Philips N. V. and Ors. v. Amazestore and Ors.*' reported as 260 (2019) DLT 135, has laid down the parameters for quantifying such damages. The relevant portion of the said judgment is extracted here as under:-

“XXXX

40. Keeping in view aforesaid, the Court is of the view that the rule of thumb that could be followed while granting damages can be summarised in a chart as under:-

#	Degree of mala fide conduct	Proportionate award
(i)	First-time innocent infringer	Injunction
(ii)	First-time knowing infringer	Injunction + Partial Costs
(iii)	Repeated knowing infringer which causes minor impact to the plaintiff	Injunction + Costs + Partial damages
(iv)	Repeated knowing infringer which causes major impact to the plaintiff	Injunction + Costs + Compensatory damages
(v)	Infringement which was deliberate and calculated (Gangster/ scam/ mafia) + wilful contempt of order	Injunction + Costs + Aggravated damages (compensatory + additional damages)

XXXX”

90. As per Local Commissioners’ Reports available on record, it is revealed that defendants and/or their employee namely Mr. Amit Gumer (defendant no.1), Mr. Pankaj Gumber (defendant no.2), Sh. Surender Kumar (defendant no.3), and Mr. Sandeep Bhat (defendant no.5’s staff) were found present at their respective premises at the time of execution of commission.

91. As per report of Ld. Local Commissioner namely Sh. Anuj Giri, Advocate, he executed commission at the premises of Gali Chopal Wali, between Street No.10A-10B, Near Branch Post Office, Jagatpur Village, PS-Wazirabad, Delhi in terms of relevant order. At the time of execution of commission, he had found Mr. Pankaj Gumber and Sh.

Amit Gumber (defendant nos. 1 and 2) alongwith their employee. As per Inventory filed therewith, infringed goods in large quantities were found, such as 9600 pieces of 6 model plate [48 boxes], 2760 pieces of 12 model plate [23 boxes], 3100 pieces of 12 model plate [31 boxes], 8370 pieces of 6 Amp. Socket [31 boxes], 2880 pieces of 3 pin pluck [3 boxes], 8100 pieces of 16 Amp. Socket [30 boxes], 360 pieces of MCV; and 1440 pieces of 12 model hackside plate [23 boxes], bearing falsified mark ANCHOR were found. Apart from same 2 gunny bag big size (large quantity) having 16 amp. Part of socket, 1 gunny bag big size (large quantity) having 3 pin socket finished, 2 gunny bags big size (large quantity) having 12 model / plates, 6 gunny bags big size (large quantity) having packing board of different size and 2 gunny bags big size (large quantity) having plastic packing cover were also found.

92. As per report of Ld. Local Commissioner namely Sh. Yash Vardhan Sain, Advocate, he had executed commission at the premises of defendant no.3 in his presence and found infringed goods *i.e.* packaging boxes in large quantity and 2176 stickers bearing falsified trade mark/ label ANCHOR.
93. On his inspection, Ld. Local Commissioner namely Sh. Rajesh Kumar had found infringed goods bearing impugned trade mark/ label ANCHOR/  at the premises of defendant no.5 and one Mr. Sandeep Bhatt

was found present there. As per inventory filed along with report, 3 bundle pack (wire), 3 wheels (Anchor), 4 packages/ boxes (Anchor) and 552 stickers/ lables (Anchor) were found at the premises of the said defendant.

94. Thus, it is shown that the premises were searched in the presence of defendants and/or their staff/employee, and infringed goods bearing impugned trade marks/ labels were seized from the premises of said defendants. The seized goods were handed over to the said defendant nos. 1, 2 and 3 and seized goods of defendant nos.5 were handed over to representative of plaintiff, on superdarinamas.
95. Keeping in view the overall facts and circumstances of the present case including the quantum of infringed goods bearing impugned trademarks / labels as found by Ld. Local Commissioners while executing the commission and in view of the law laid down by Hon'ble Delhi High Court in the above referred decision, this Court is of the opinion that case of the plaintiff falls under the second category *i.e.* injunction plus partial costs. Thus, in the totality of overall facts and circumstances of the case including the quantum of infringed goods bearing impugned trademarks / labels as found by Ld. Local Commissioners while executing the commission and the relevant averments appearing in Para No. 22 of the amended plaint to the effect that the plaintiff came across impugned products of the defendant under the impugned Trade Marks/ labels in the first week of November, 2022, whereas, the present suit has been filed in the last week of

November, 2022 itself, the Court is of the opinion that the plaintiff company is entitled to exemplary damages quantified as ₹75,000/- *each*, to be separately recovered from the defendant nos. 1, 2, 3 and 5. It is so ordered accordingly. Thus, this issue is decided in these terms.

RELIEF:

96. In the light of the aforesaid discussion, the Court is of the view that the plaintiff has been able to prove its case on the basis of preponderance of probability. Thus, the suit is decreed in favour of the plaintiff and against the defendants and thus, the following reliefs are granted:-

96.1 *Suit is decreed in favour of plaintiff and against all the defendants, except defendant no.4, qua permanent injunction thereby restraining the said defendants by themselves as also through their individual proprietors/ partners, agents, representatives, distributors, assigns, heirs, successors, stockists and all others acting for and on their behalf from manufacturing, marketing, using, selling, soliciting, importing, exporting, displaying, distributing, advertising or in any manner dealing in or soliciting or selling/ soliciting through online platforms or online websites or using the impugned trademarks/ labels **ANCHOR/**  or any other word mark/ device marks/ label which may be identical with and/ or deceptively similar to the plaintiff's said trade marks / label **ANCHOR/***



in relation to similar goods, thereby infringing Plaintiff's registered trademarks, copyright and passing off their products as that of the plaintiff.

96.2 *Suit is also decreed in favour of plaintiff and against all the defendants, except defendant no.4, qua delivery up of all seized semi finished and finished articles besides all other impugned finished and unfinished materials bearing the impugned and violative trade mark/ label of plaintiff company and superdarinamas are hereby cancelled.*

96.3 *Plaintiff is entitled to recover ₹ 75,000/- (Rupees Seventy Five Thousand only) each from all the defendants, except defendant no.4, towards damages; and*

96.4 *Cost of the suit is also awarded in favour of the plaintiff.*

97. Decree sheet be prepared accordingly.

98. File be consigned to Record Room, after due compliance.

*Announced in the open court
On 18th Day of October, 2025.*

(VIDYA PRAKASH)
DISTRICT JUDGE (COMMERCIAL COURT)-01
CENTRAL DISTRICT/THC/DELHI