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

+ **CS(COMM) 1188/2025**

M/S CHANGSHA SINOCARE INC. & ANR.Plaintiffs

Through: **Mr. Pramod Kumar Singh, Ms.
Aastha Sharma and Ms. Jahanvi
Sharma, Advocates.**

versus

MR RAJESH KUMAR & ORS.Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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07.11.2025

CS(COMM) 1188/2025

1. Let the Complaint be registered as a Suit.
2. Issue Summons. Let the Summons be served to the Defendants through all permissible modes upon filing of the Process Fee.
3. The Summons shall state that the Written Statement(s) shall be filed by the Defendants within 30 days from the date of the receipt of Summons. Along with the Written Statement(s), the Defendants shall also file an Affidavit of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement(s) shall not be taken on record.
4. Liberty is granted to the Plaintiffs to file Replication(s), if any, within 30 days from the receipt of the Written Statement(s). Along with the Replication(s) filed by the Plaintiffs, an Affidavit of Admission / Denial of the documents of Defendants be filed by the Plaintiffs, without which the Replication(s) shall not be taken on record.
5. In case any Party is placing reliance on a document, which is not in

CS(COMM) 1188/2025

Page 1 of 18



their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

6. If any of the Parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

7. List before the learned Joint Registrar on 19.12.2025 for completion of service and pleadings.

I.A. No. 27622/2025(Additional Documents)

8. The present Application has been filed on behalf of the Plaintiffs under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the Commercial Courts Act, 2015 (“CC Act”), seeking leave to place on record additional documents.

9. The Plaintiffs are permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

10. Accordingly, the Application stands disposed of.

I.A. No. 27621/2025 (U/O XXXIX Rule 1 & 2 of CPC)

11. Issue Notice. Notice be served through all permissible modes upon filing of the Process Fees.

12. The present Suit has been filed by the Plaintiffs against the Defendants, *inter alia*, for permanent injunction restraining the Defendants from manufacture, distribution, sale and marketing of products under allegedly identical and / or phonetically, visually, deceptively and confusingly similar marks ‘Safe AQ’ / ‘SAFE AQ’ and ‘Safe Accu’ / ‘SAFE ACCU’ (“**Subject Marks**”), passing off, infringement of the Plaintiffs’ copyright, delivery up, damages, etc.

13. The learned Counsel for the Plaintiffs made the following



submissions:

- 13.1. Plaintiff No. 1 is a company incorporated under the laws of China, specializing in biosensing technology for the diagnosis of chronic diseases. Plaintiff No. 2 is a wholly owned subsidiary of Plaintiff No. 1 and also an authorized importer of Plaintiff No. 1's products in India. Since its inception in the year 2016, Plaintiff No. 2 has been marketing and selling the products including glucometers, glucostrips, blood glucose monitor, diabetes peripheral products, non-invasive screening products, care testing kits, etc. in India under the Subject Marks 'Safe Accu' and 'Safe AQ'.
- 13.2. All products of Plaintiff No. 1 carry the Subject Marks depending upon the product series along with the Corporate Name 'Sinocare' as Trade Mark on the packaging and products wherever possible. On account of long, continuous, open, exclusive and extensive use, the Subject Marks have come to be exclusively identified and associated with the Plaintiffs and none else among the public and trade. Plaintiff No. 1 is the prior user, honest adopter, and lawful proprietor of the Subject Marks under Class 10 and has received registrations in various countries.
- 13.3. Plaintiff No. 1 enjoys a global goodwill in its business by use of the Subject Marks along with the Corporate Name 'Sinocare'. Plaintiff No. 1 being conscious of the goodwill associated with the Subject Marks along with the Corporate Name 'Sinocare' has always regulated the use of its intellectual property rights



by expressed terms in its agreements.

- 13.4. Plaintiff No. 1 is also the original creator and rightful owner of the original and distinctive trade dress, get-up, colour scheme, layout, and overall packaging design featuring a ‘red-and-white’ / ‘blue-and-white’ colour scheme, a distinctive wave design, and a standardized layout on its packaging with the product image on the lower-left and key information beside (“**Subject Trade Dress**”). The Subject Trade Dress constitutes original artistic works within the meaning of the Copyright Act, 1957, and enjoys protection as copyrighted works. The copyright in the Subject Trade Dress subsists in favour of Plaintiff No. 1 by virtue of its creation and first publication, and the same have been used extensively and continuously in the course of trade. The Subject Trade Dress is exclusively associated with Plaintiff No. 1 and widely recognized as a symbol of authenticity and trusted quality in India and across nations.
- 13.5. Plaintiff No. 2 has also adopted a series of word marks in Class 10 incorporating the Subject Marks as part of its trade mark in India and filed for registration of the same.
- 13.6. Plaintiff No. 1’s products bearing the Subject Mark ‘Safe Accu’ were available in India as early as 2014 when Plaintiff No. 1 signed an Agreement dated 18.03.2014 with one ‘Ajay Medical Agency’ and the products Blood Glucose Meter and Blood Glucose Test Strip with the Subject Mark ‘Safe Accu’ were exported to India for sale on 13.12.2014.



- 13.7. Plaintiff No. 1's products bearing the Subject Mark 'Safe AQ' were available in India as early as 2018 when Plaintiff No. 1 signed an Agreement dated 05.02.2016 with Defendant No. 2 for resale of Plaintiff No. 1's products in India and the exported samples of the product Blood Glucose Test Strip were also submitted to the National Institute of Biologicals, Noida on 16.05.2017 for testing by Defendant No. 2.
- 13.8. Earlier Plaintiff No. 1 had appointed Defendant No. 2, which was then a proprietary of Defendant No. 1, but now a partnership firm, as its distributor in India through the Agreement dated 05.02.2016 authorizing Defendant No. 2 to resale Plaintiff No. 1's products in India. Under the Agreement dated 05.02.2016, Plaintiff No. 1 retained full ownership of all trade marks, designs, and packaging. Pursuant to entering the Agreement dated 05.02.2016 between Plaintiff No. 1 and Defendant No. 2, Defendant No. 2 applied for import licence of Plaintiff No. 1's products bearing the Subject Mark 'Safe AQ' to Central Drugs Standard Control Organization. The import license mentions Plaintiff No. 1 as the manufacturer of the products bearing the Subject Mark 'Safe AQ'.
- 13.9. Thus, Plaintiff No. 1 manufactured its products in China along with the Subject Trade Dress and the Subject Marks depending upon the product series along with the Corporate Name 'Sinocare' as Trade Mark on the packaging and products and permitted Defendant No. 2 to use Defendant No. 2's trade mark / logo 'ARMEDIQ' on the packaging only for cobranding. The



trade dress of Plaintiff No. 1's products bearing the Subject Mark 'Safe AQ' supplied under the cobranding of Defendant No. 2 is reproduced below:



13.10. Defendant No. 2 thereafter was found to be involved in fraudulent activities and also in default of certain payments. Plaintiff No. 1 *vide* letter dated 17.06.2021 further terminated the business relation and all agreements with Defendant No. 2 on the ground of default in payment and the fraudulent activities.

13.11. While negotiating to resolve the payments issue, Plaintiff No. 1 discovered that Defendant No. 1, despite having no rights or authority, had acquired registration of the Subject Mark 'Safe AQ' under Trade Mark Application No. 4434083 in Class 10 and the Subject Mark 'Safe Accu' under Trade Mark Application No. 4434082 in Class 10, thereby violating the terms of the business relationship. Defendant No. 1 had filed the above Trade Mark Applications with prior knowledge of Plaintiff No. 1's proprietorship, prior use, goodwill and reputation associated with the Subject Marks, having



previously distributed products bearing the Subject Marks. Plaintiff No. 1 never authorized Defendant No. 1 to apply for registration of any of the Subject Marks in Defendant No. 1's name. The authorization as provided by Plaintiff No. 1 to Defendant No. 1 was strictly limited to acting as a distributor under the terms of the Agreement dated 05.02.2016. Defendant No. 1 was never appointed as an agent, representative, or licensee for any purpose relating to the Subject Marks' ownership, registration, or assignment.

13.12. Plaintiff No. 1 in the year 2021 also initiated rectification / cancellation petition bearing No. 273408 against the alleged illegal adoption by Defendant No. 1 of the Subject Mark 'Safe AQ' bearing Registration No. 4434083 and rectification / cancellation petition bearing No. 273407 against the alleged illegal adoption of the Subject Mark 'Safe Accu' bearing Registration No. 4434082. Furthermore, upon perusal of the website <https://tmrsearch.ipindia.gov.in/eregister/>, it came to the notice of Plaintiff No. 1 that Defendant No. 1 is involved in imitating other formative marks of which Plaintiff No. 1 is the prior user and has further applied for registration before the Trade Mark Registry through deceit and misrepresentation.

13.13. Thereafter, Plaintiff No. 1 also discovered that Defendant No. 1 continued to exploit the Plaintiffs' intellectual property by way of two distinct entities under Defendant No. 1's control namely, ARMEDIQ Healthcare India and SANCARA Lifesciences Pvt. Ltd.



13.14. Lately in the month of June 2025, Plaintiff No. 2 received feedback from the trade channels that the Defendants have launched the product Blood Glucose Test Strip wherein the Defendants unlawfully copied and reproduced the Subject Trade Dress bearing the Subject Mark 'Safe AQ' ("**Infringing Products**"). The Plaintiffs also found that the Defendants have started manufacturing and selling the Infringing Products. The Defendants have also started using the Subject Trade Dress for its other medical devices like thermometers and lancets. Upon receipt of feedback from the trade channels, Plaintiff No. 2 conducted a general physical and online search on e-commerce portals for the availability of the Infringing Products. Plaintiff No. 2 found that one Global Trading Enterprises placed out of Ghaziabad-201005 was selling the Infringing Products clandestinely. The Global Trading Enterprises was further found to be selling the Infringing Products to the medical stores in Delhi without invoice.

13.15. Plaintiff No. 2 further came across listing of the Infringing Product Blood Glucose Test Strip bearing the trade mark 'Armediq Safe AQ' on e-commerce platform Moglix, accessible at <https://www.moglix.com/armediq-safe-ag-50-pcsglucometer-test-strips/mp/msnm9xyovovdkj>. Defendant Nos. 1 and 2 are also selling other Infringing Products such as glucometer bearing the trade mark 'Armediq Safe AQ' on the e-commerce platform 1MDM accessible at <https://lmdm.com/anneclig-safe-aq-glucometer-with-25-pctest->



[strips](#). Defendant No. 2 also invite enquiries, advertise and sell the Infringing Products on third party websites, which guides customers to place order for the Infringing Products from Delhi and deliver the Infringing Products without restriction of territory including to Delhi.

13.16. Defendant No. 2 has its marketing and distribution network in Delhi, Uttar Pradesh, Maharashtra, Kerala and other states of India, and is selling the Infringing Products in Delhi through its agent named Glowaria Inc.

13.17. Plaintiff No. 2 was also able to receive the Infringing Product Blood Glucose Test Strip bearing the trade mark 'Armediq Safe AQ' purchased on 01.07.2025 from the e-commerce portal <https://www.moglix.com/> and the same was delivered on 06.07.2025 at an address in New Delhi-110024. The Infringing Product namely, Blood Glucose Test Strip stated that the same was manufactured by Defendant No. 3 and marketed by Defendant No. 2. A comparison of the Plaintiffs' product and the Infringing Product is reproduced below:

Plaintiffs' Original Product (Blood Glucose Test Strip)	Defendants' Counterfeit Product (Blood Glucose Test Strip)
FRONT VIEW 	FRONT VIEW



BOTTOM VIEW 	BOTTOM VIEW
SIDE VIEWS 	SIDE VIEWS

COMPARISON TABLE	
Plaintiffs' Genuine Product	Defendants' Counterfeit Product
15. The Plaintiffs' genuine product is packed in a distinctive trade dress, get-up, colour scheme, layout, and overall packaging design featuring a red-and-white color scheme, a distinctive wave design, and a standardized layout with the product image on the lower-left and key	15. The Defendants' product is packed in an identical / almost similar trade dress, get-up, colour scheme, layout, and overall packaging design featuring a red-and-white color scheme, a distinctive wave design, and a standardized layout with the product



information beside.	image on the lower-left and key information beside.
16. That the front and back of the packaging of Plaintiffs' product bears the logo 'Sinocare ®', below it, the mark 'Safe AQ' with 'BLOOD GLUCOSE TEST STRIP' written in uppercase below the mark 'Safe AQ' boldly and clearly written in a specific font with red colour on white background.	16. That the front and back of the packaging of Defendants' product bears the trademark 'Safe AQ' with 'BLOOD GLUCOSE TEST STRIP' written in uppercase below the mark 'Safe AQ' boldly and clearly written in the same font as that of Plaintiffs' product with red colour on white background.
17. The front and back packaging of the Plaintiffs' product has a red wave design on white background with a parallel red strip running almost to the end of the wave.	17. The front and back packaging of the Defendants' product has a red wave design on white background. The only missing part is the parallel red strip which is there in the packaging of the Plaintiffs' product.
18. The front and back packaging of the Plaintiffs' product has a picture of the Blood Glucose Test Strip in white, blue and black colour.	18. The front and back packaging of the Defendants' product has a picture of the Blood Glucose Test Strip in skyblue and black colour but similar shape and size and with the same placement as that on the packaging of the Plaintiffs' product.
19. That front and back packaging of the Plaintiffs' product has following slogans on the red wave design: • Anti interference, Accuracy • Capillary and venous whole blood • 6 months after first opening date	19. That front and back packaging of the Defendants' product has same slogans on the red wave design: • Anti interference, Accuracy • Capillary and venous whole blood • 6 months after first opening date
20. That the bottom of the front face packaging mentions 'ISO 13485 and Only for Safe AQ series Blood Glucose Monitoring System'.	20. That the bottom of the front face packaging of the Defendants' product mentions 'For In Vitro diagnostic use only. For capillary whole blood and venous whole



	blood sample, SMD 102.’
21. The sticker present on the front face of the packaging is used to seal the packaging carries a hologram with a word ‘PASS’ written over it. The sticker also has a bar code with details related to product’s origin and other information.	21. The sticker present on the front face of the packaging is used to seal the packaging do not carry a hologram, however, it mentions the word ‘PASS’ on the sticker. The sticker do not carry any bar code.
22. That top right of the front and back face of the packaging mentions ‘IVD’ in a small rectangle box, for self-testing with picture of the vial which mentions ‘50 test strips in vial’.	22. That top right of the front and back face of the packaging of the Defendants’ product mentions ‘IVD’ in a small rectangle box, for self-testing and the slogan- ‘50 test strips in 2 vials’.
23. That the bottom end of back of the packaging of the Plaintiffs’ product mentions ‘For In Vitro diagnostic use only. For capillary whole blood and venous whole blood sample.’	23. That the bottom end of back of packaging of the Defendants’ product mentions ‘ISO 13485 and Only for Safe AQ series Blood Glucose Monitoring System’.
24. That the bottom end of back of packaging of Plaintiffs’ product also mentions CE certification from the European Union ‘CE 0123’.	24. That the bottom end of back packaging of Defendants’ product does not contain any details of CE certification.
25. The top face of the Plaintiffs’ packaging writes ‘Sinocare’ in red colour in a specific font with a slogan in a very small font- ‘The test strip contained in the cartridge keep stable for 6 months once opened’. It also mentions the word ‘no coding’.	25. The top face of the Defendants’ packaging writes ‘Safe AQ ®’ in the same red colour font and size as that of the Plaintiffs’. It also mentions the word ‘no coding’.
26. The bottom of packaging of Plaintiffs’ product mention ‘Changsha Sinocare Inc. as the manufacturer of the product in black coloured alphabets on a white	26. The bottom of packaging of Defendants’ product mention ‘details of Defendant No. 2 & 3 being the manufacturer and marketer of the product in black coloured



background.	alphabets on a white background.
27. One side of the packaging of Plaintiffs' product gives basic parameters on a red background in white colored alphabets with a bar code present below it.	27. One side of the packaging of Defendants' product also gives basic parameters on a red background in white colored alphabets with a bar code present below it. The details of basic parameters are different from that of Plaintiffs.
28. The other side of the packaging is information for attention of consumers under the head 'ATTENTION' on a white thin strip on a red background with details of the importer and the marketer of the products, all of them being in white coloured alphabets with red background.	28. The other side of the packaging of Defendants' product is information for attention of consumers under the head 'ATTENTION' on a white thin strip on a red background, all of them being in white coloured alphabets with red background. The details under the head 'ATTENTION' are different from that of Plaintiffs.

13.18. The falsified adoption of the Subject Trade Dress bearing the Subject Mark 'Safe AQ' on the Infringing Product Blood Glucose Test Strip by the Defendants amounts to misrepresentation and is likely to deceive the purchasing public into believing that the Infringing Products originate from or are in some manner associated with the Plaintiffs, thereby constituting the act of passing off. The Defendants have also unlawfully copied and reproduced the Subject Trade Dress bearing the Subject Mark 'Safe AQ', in which copyright vests with the Plaintiffs. Such imitation of the artwork amounts to infringement of the Plaintiffs' copyright in the artistic works embodied in the Subject Trade Dress bearing the Subject Mark



‘Safe AQ’. Such acts of the Defendants are a calculated attempt to trade upon and exploit the goodwill and reputation subsisting in the Subject Trade Dress and the Subject Mark ‘Safe AQ’, thereby resulting in irreparable harm, loss, and dilution of the Plaintiffs’ commercial identity and brand value and distinctiveness of the Subject Trade Dress and the Subject Mark ‘Safe AQ’.

13.19. Despite the Plaintiffs’ long-standing and established rights, the Defendants have engaged in repeated acts of infringement, including obtaining fraudulent and dishonest registrations of the Subject Marks. These acts are part of a continuing pattern of wilful misrepresentation and commercial dishonesty. The acts of the Defendants are detrimental to public health and designed to mislead consumers and unlawfully appropriate the goodwill and reputation of the Plaintiffs.

13.20. The Defendants’ use of the Subject Marks and the Subject Trade Dress is not honest, concurrent, or accidental, but intentional with the sole purpose of making illegal gains. The Defendants are engaged in the same business as that of the Plaintiffs and are targeting the same class of consumers. The adoption of the Subject Marks and the Subject Trade Dress is intended to ride upon the goodwill, reputation, and brand equity built by the Plaintiffs over the years. The Defendants are aware of the goodwill and reputation of the Plaintiffs’ products and, hence, are riding and usurping the goodwill garnered by the Plaintiffs.



- 13.21. The Infringing Products being medical diagnostic devices, are required to meet strict regulatory, quality, and safety standards to ensure accurate and reliable health readings, particularly for patients suffering from chronic conditions such as diabetes. The unauthorized and substandard manufacturing and distribution of the Infringing Products creates a high risk of inaccurate readings, potentially resulting in life-threatening complications, or other critical health emergencies. Patients and consumers who rely on the Infringing Products for daily glucose monitoring may unknowingly place their lives at risk due to the use of poor-quality strips manufactured and sold by the Defendants. This results in financial harm and endangers the health, safety, and well-being of unsuspecting users.
- 13.22. The Defendants are likely to continue infringing the Subject Marks and the Subject Trade Dress in relation to their business to promote and sell the Infringing Products, unless restrained by this Court.
- 13.23. The Defendants have acted to cause wrongful loss to the Plaintiffs by infringing the Subject Marks and the Subject Trade Dress having adopted deceptive methods to sell the Infringing Products to customers, thereby making illegal gains to themselves and causing wrongful loss to the Plaintiffs, including loss of business opportunity and loss of reputation.
- 13.24. The balance of convenience lies squarely in favour of the Plaintiffs and against the Defendants, whose activities are violative of the Plaintiffs' statutory rights in the realm of



intellectual property and will also cause immense harm to the Plaintiffs along with deception of consumers and high risk to public health and safety. The only beneficiaries of the activities of the Defendants are the Defendants themselves, who are motivated merely by profit and have thus exhibited a blatant disregard for both the law of the land and the interest of consumers.

14. The material placed on record demonstrates that the Plaintiffs are the prior and continuous user of the Subject Marks and the Subject Trade Dress extending over a considerable period of time. The Plaintiffs' efforts at promoting the Subject Marks and the Subject Trade Dress have resulted in the acquisition of considerable reputation and goodwill, whereby the Subject Marks and the Subject Trade Dress have come to be identified exclusively with the Plaintiffs.

15. A comparison of the Infringing Products with those of the Plaintiffs' products bearing the Subject Marks and the Subject Trade Dress reveal similarity in the essential and distinctive features of the Subject Marks and the Subject Trade Dress. The overall impression conveyed by the Defendants' trade dress used on the Infringing Products is deceptively similar to that of the Subject Trade Dress, and such imitation is likely to lead consumers and members of the trade to assume that the Infringing Products originate from the Plaintiffs. The likelihood of confusion in the course of trade is therefore real and substantial.

16. The material placed on record also indicates that the Defendants had previously acted as distributors of the Plaintiffs' products and were, therefore, aware of the Plaintiffs' rights in respect of the Subject Marks and



the Subject Trade Dress. The infringing use of the Subject Marks and the Subject Trade Dress by the Defendants, in these circumstances, appears to be devoid of *bona fide*.

17. Having regard to the pleadings and material placed on record, a *prima facie* case has been made out in favour of the Plaintiffs. The balance of convenience also lies with the Plaintiffs, and the Defendants' infringing use of the Subject Marks and the Subject Trade Dress would result in dilution of distinctiveness and loss of consumer trust resulting in irreparable harm to the Plaintiffs.

18. Accordingly, till the next date of hearing, it is directed that:

- (i) The Defendants, their associates and agents, directors, officers, employees, distributors, franchisee, representatives, assigns and anyone associated with them are restrained from manufacturing, distributing, advertising, marketing, selling and offering for sale Blood Glucose Test Strip or any other medical devices under the



Trade Dress 'Safe AQ' and Subject Marks 'Safe AQ' / 'SAFE AQ' and 'Safe Accu' / 'SAFE ACCU' and / or any other Marks and Trade Dress, which is visually indistinguishable from the



Subject Trade Dress 'Sinocare Safe AQ' and the Subject Marks,



thereby passing off their products as that of the Plaintiffs and using the corporate name 'SANCARA', which is deceptively and confusingly similar to the Corporate Name 'Sinocare' of Plaintiff No. 1 in any form and manner on e-commerce platforms Moglix, 1MDM, IndiaMart, or any other e-commerce platform in any form and manner.

(ii) The Plaintiffs shall communicate a copy of this Order to the e-commerce platforms Moglix and 1MDM, who shall disable access to the URLs set out below within 72 hours of receipt of copy of this Order:

- a) <https://www.moglix.com/armediq-safe-ag-50-pcsglucometer-test-strips/mp/msnm9xyovovdkj>
- b) <https://lmdm.com/anneclig-safe-aq-glucometer-with-25-pcstest-strips>

19. Let the Reply to the present Application be filed within four weeks after service of Notice. Rejoinder thereto, if any, be filed before the next date of hearing.

20. The compliance of Order XXXIX Rule 3 of the CPC be done within two weeks.

21. List before this Court on 03.03.2026.

TEJAS KARIA, J

NOVEMBER 7, 2025/sms