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

+ **CS(COMM) 533/2026**

ASTRAL LTD.

.....Plaintiff

Through: Mr. Sachin Gupta, Ms. Mahima Chanchalani, Mr. Rajat Jain, Mr. Rohit Pradhan, Ms. Prashansa Singh, Mr. Ajay Kumar and Ms. Archana, Advocates.

versus

MS. HARISH ENTERPRISES

.....Defendant

Through: None.

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

20.05.2026

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I.A. 14167/2026 (Pre-Institution Mediation)

1. This is an application filed by the plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015 ('CC Act').
2. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar vs. T.K.D. Keerthi: (2024) 5 SCC 815*, exemption from the requirement of pre-institution Mediation is granted.
3. The application stands disposed of.

I.A. 14168/2026 (Exemption)

4. This is an application filed on behalf of the plaintiff under Section 151 of CPC seeking exemption from filing clearer/true typed copies of documents.
5. Exemption allowed, subject to just exceptions. However, true typed/translated/clear copies of the documents with proper margins be filed

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True Copy



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within four weeks.

6. The application stands disposed of

I.A. 14169/2026(Exemption from Advance Notice to Defendant)

7. This is an application filed by the plaintiff under Section 151 of Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC'), seeking exemption from advance service to the defendant.

8. Mr. Sachin Gupta, learned counsel for the plaintiff submits that there is a real and imminent likelihood that the defendant may take immediate steps to dispose of, conceal or suppress its infringing business operations bearing the deceptively similar trademark.

9. In view of the fact that the plaintiff has sought an urgent *ex-parte ad-interim* injunction along with the appointment of Local Commissioner, the exemption from advance service to the defendant is granted.

10. The application is disposed of.

I.A. 14171/2026 (Order XXXIX Rules 1 & 2, CPC)

11. Present application has been filed on behalf of the plaintiff under Order XXXIX Rules 1 & 2 of CPC, 1908 seeking *ex-parte ad-interim* injunction against the defendant.

12. Plaintiff claims to have adopted the mark "BONDINSUL" (word mark) which was granted registration under no.760334 on 30.04.1997 in Class-01 in relation to manufacture of insulating varnish. The device mark



was also granted registration under no.1908731 on 13.01.2010 with use claim since 22.06.2000 in Class-01 for all kinds of adhesive synthetic resin adhesive for industrial purpose. Plaintiff claims a continuous and extensive use of the trade mark/trade dress "BONDINSUL" in respect of the aforesaid goods since 22.06.2000. On account of such continuous use and

substantial sales, the said marks are claimed to have acquired substantial goodwill and immense reputation amongst the trade circles and general public. The sales figures for the FY 2017-2018 is quoted at Rs.6.71 crores, and for the FY 2025-26 the plaintiff has reached a sales turnover of Rs.13.79 crores.

13. The details of the plaintiff's registered trade marks are set out hereunder:

S. No.	Trade mark	Application No.	Class	Status / Goods
1	BONDINSUL (Word)	760334 dt. 30.04.1997	1	Insulating Varnish
2		1908731 dt. 13.01.2010	1	All kinds of Adhesive Synthetic Resin Adhesive for Industrial Purpose

14. The plaintiff has established manufacturing facilities at 13 locations all over the country. It claims to have an in-house quality control department to closely monitor the production quality. The plaintiff claims to have highest certifications such as Indian Standards Institute (ISI), International Standards Organization (ISO), Underwriters Laboratories (UL), International Association of Plumbing and Mechanical Officials (IAPMO) and National Sanitation Foundation (NSF) and Bureau of Indian Standards (BIS) from various authorities. The plaintiff on account of its excellence in manufacture of products have resulted in various awards and accolades which are enlisted in para 14 of the plaint.

15. Plaintiff claims that the defendant is engaged in the business of manufacturing, marketing and sale of adhesives, epoxy systems, epoxy hardeners, sealants and other allied chemical products. The plaintiff states that the defendant was previously a distributor under the Distributorship

Agreement dated 07.12.2022, and as such were fully aware of the plaintiff's trademark, reputation and goodwill in the mark "BONDINSUL". However, since the defendant is alleged to have been found to sell duplicate material under the mark "BONDINSUL", the distributorship agreement was cancelled on 27.06.2023 by a newspaper publication.

16. It is stated that the plaintiff gained the knowledge in May, 2024 that the defendant is marketing its products under the mark "INSULBOND" on e-commerce platform i.e. IndiaMart. At the request of the plaintiff, IndiaMart removed the impugned listing. Subsequently, in September, 2024, the plaintiff learnt that the defendant had filed an application for registration of the mark "INSULBOND" under no.5948009 dated 23.05.2023 on a proposed to be used basis in relation to the goods falling under Class-01. An opposition under no.1354598 is claimed to have been filed on 30.09.2024, followed by a cease and desist notice dated 11.10.2024. Defendant is claimed to have not responded to the said notice, and as no goods were found in the market, no further action was taken by the plaintiff. Finally, the application of the defendant was declared to have been abandoned by the Registrar of Trade Marks.

17. Plaintiff claims that the defendant despite the fact that its application was declared as abandoned, has continued to manufacture goods under the impugned mark "INSULBOND" in relation to identical/allied and cognate goods, which infringes the registered trademark "BONDINSUL" of the plaintiff.

18. Predicated on the above, the plaintiff seeks *ex-parte ad-interim* injunction against the defendant.

19. This Court has heard Mr. Sachin Gupta, learned counsel for the plaintiff and perused the material on record.

20. As the case of the plaintiff is premised on the impugned mark of the

defendant “INSULBOND” being deceptively similar to the mark of the plaintiff “BONDINSUL”, it would be appropriate to compare the rival marks. The tabulated comparison is as under:

<u>Plaintiff's Product</u>	<u>Defendant's Product</u>
BONDINSUL 	INSULBOND 

21. The controversy involved in the present case may not be resolved merely by comparing the mark of the plaintiff with that of the defendant unless the label/device mark of both the parties is also cumulatively taken into consideration. If considered from that point of view, it is apparent that the device mark/label of both the parties is in two parts i.e. the upper portion is in a dark background while the lower portion is in white background. Apart from that though the logo, and the corporate name of the rival parties is displayed on the top portion, however, the words “BOND” of the plaintiff is in white font on the dark background while the word “INSUL” is in the lower portion on a white background with dark blue font. The lower portion has details about manufacturing etc. Whereas the defendant’s mark “INSUL” is in

white colour font in Capitals on a dark background with the words “BOND” in capital letters in Blue colour font on the white background. It appears that the defendant has simply reversed the order of the words “BOND” and “INSUL” to form the mark “INSULBOND”.

22. It is common knowledge that the consumers who would purchase these products may not really carry out an inquiry or investigation into whether “BONDINSUL” and “INSULBOND” are different, and distinct or are manufactured by different manufacturers. The consumers who would purchase these products could be plumbers and ordinary artisans and the general public who may not really be able to distinguish or differentiate the two products. Thus, an unwary consumer with average intelligence and imperfect recollection is most likely to get confused or deceived into believing that the goods manufactured and marketed by the defendant under the mark “INSULBOND” are those of the plaintiff under the mark “BONDINSUL” or may associate those with the plaintiff. It is also to be borne in mind that according to the plaintiff, the defendant’s trademark application for registration of the mark INSULBOND has been declared as abandoned and as such the defendant has no registered mark today.

23. It is also pertinent to note that the defendant was formerly the distributor of the plaintiff whose agreement was revoked/cancelled by the plaintiff in the year 2023. Thus, it can be safely inferred that the defendant was fully aware of not only the registered trademark “BONDINSUL” of the plaintiff but also the substantial goodwill and reputation that the plaintiff’s mark had garnered over the years. Therefore, the *bonafide* of the defendant in adopting the mark “INSULBOND” appears to be doubtful. In this regard, it may be worthwhile to refer to the judgement of the Division Bench of this Court in *Nutrica Pusti Healthcare Pvt. Ltd. v. Morepen Laboratories Ltd.*, 2021 SCC OnLine Del 2631, where, in similar factual matrix, this Court has

held that the burden is heavier on the ex-employee of the plaintiff to show that the creation of their trademark was *bonafide*, and does not cause confusion in the minds of consumers of the said products. Though in the present case, the defendant is an erstwhile distributor, yet, applying the aforesaid judgement, clearly the onus would be on it to discharge that the trademark was created, *bonafide*.

24. Having regard to the above, it is evident that the plaintiff has been able to establish a *prima facie* strong case in its favour and against the defendant. The balance of convenience appears to be tilted in favour of the plaintiff. The plaintiff shall suffer irreparable loss and injury which may not be compensated adequately in monetary terms in case *ex-parte ad-interim* order is not granted in favour of the plaintiff.

25. Accordingly, the defendant, its proprietor, assignee in business, officers, employees and all other acting for or on its behalf are restrained from manufacturing, selling, offering for sale, advertising, promoting, distributing, exporting, directly or indirectly dealing in industrial adhesives and epoxy-based chemical products under the impugned mark "INSULBOND" or a mark which is deceptively similar to the plaintiff's mark "BONDINSUL".

26. Issue notice.

27. Let a reply to this application be filed by the defendant within four weeks from service. Rejoinder, thereto, if any, be filed within two weeks thereafter.

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28. Let the plaint be registered as a suit.

29. Upon filing of the process fee, issue summons of the suit to the defendant through all permissible modes.

30. The summons shall state that the Written Statement shall be filed by the defendant within 30 days from the date of the receipt of summons. Alongwith

the Written Statement, the defendant shall also file Affidavit of Admission/Denial of the documents of the plaintiff, without which the Written Statement shall not be taken on record.

31. Liberty is granted to the plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the plaintiff, an Affidavit of Admission/Denial of the documents of defendant be filed by the plaintiff, without which the Replication shall not be taken on record.

32. In case any party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

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

34. List before the Joint Registrar (Judicial) on 13.08.2026 for completion of service and pleadings.

35. List before the Court on 04.11.2026.

I.A. 14170/2026 (Appointment of Local Commissioner)

36. The present application has been filed by the plaintiff under Order XXVI Rule 9 read with Order XXXIX Rule 7 of CPC seeking appointment of Local Commissioners. The Court has considered the merits of the plaintiff's case and has granted an *ex-parte ad-interim* injunction as recorded above.

37. After having perused the plaint and the documents in support thereof and hearing learned counsel for the plaintiff, this Court is of the, *prima facie*, opinion that in order to preserve the evidence of the infraction by the defendant and in order to ensure that the injunction is fully complied with, it may be appropriate to appoint Local Commissioner. Accordingly, the following is appointed as Local Commissioner with a direction to visit the premises of the defendant specified against his/her name:-

Name and Contact Details of the Local Commissioner	Location
Ms. Prashansa Singh Ph: 6388350637	M/s Harish Enterprises House No.A29, KH No.765, Ground Floor, Rajiv Nagar Block A, Bhalaswa Dairy Road, Near Durga Chowk, Delhi-110042.

38. The Commission be executed with the following directions:-

- (i) Local Commissioner shall visit the premises of the defendant as outlined above to inspect and seize any and/or all infringing product of the defendant bearing the impugned mark "INSULBOND", and may be accompanied by representatives of the plaintiff in order to assist in conducting inspection of the said premises.
- (ii) Local Commissioner shall make an inventory of the products bearing the impugned trademark "INSULBOND" along with any marketing/packaging material, labels, brochures, advertisements, etc. thereof and provide a copy of the same to the representative of the plaintiff;
- (iii) If knowledge is acquired of any other premises than the aforesaid premise, where the infringing product of the defendant bearing the impugned mark "INSULBOND" could be stored or services can be provided from, the Local Commissioner is free to record the same and then visit the other premises and conduct a seizure there as well;
- (iv) Local Commissioner is permitted to take photographs/videos of the impugned materials, products bearing the impugned mark "INSULBOND", and the defendant's premises so visited;
- (v) Local Commissioner shall seize any and all products/materials, stationery, goods, books of accounts etc., bearing the impugned trademark "INSULBOND", procured at the premises of the defendant

and release it on *superdari* to the representatives of the defendant, with an undertaking that they will not be disposed of except under orders of this Court;

- (vi) Local Commissioner shall inspect and make copies of the account books/ledgers/cash books, bill books, sale records, invoices and all other relevant documents (whether maintained as physical copies or e-records) discovered from the premises mentioned herein above;
- (vii) Local Commissioner is also permitted to break open the locks in case of resistance by the defendant and seek police assistance, if necessary;
- (viii) To ensure unhindered and effective execution of the Commission, the Station House Officer (SHO) of the local police station within whose jurisdiction the premises of defendant lie, is directed to render all necessary assistance and protection to the Local Commissioners, if and when sought;
- (ix) The Local Commissioners, while executing the Commission, shall ensure that there is no disruption to the business of the defendant, except for the purposes of the execution of the Commission. The Commission shall be executed in a peaceful manner;

39. The Commission be executed within a period of ten (10) days from the date of receipt of order and the report of the Local Commissioner shall be filed within a period of two weeks thereafter.

40. The fees of the Local Commissioner is fixed at Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) , excluding out of pocket expenses, travel, lodging etc., to be borne by the plaintiff's and paid in advance to the Local Commissioners. The Commission to be carried out at the additional premises would be entitled a reasonable additional fee, at the discretion of the Court.

41. Compliance of Order XXXIX Rule 3 of CPC shall be done within a week after the execution of the Commission.

42. It is directed that this Order **shall not be** uploaded on the Court's website till the execution of the commission is completed within the timeline and parameters directed in paras 38 and 39 above, so as to enable its effective execution.

43. Concerned parties shall comply with the directions in the order without waiting for the certified copy of the same.

44. Accordingly, the application is allowed and is disposed of.

45. Order *dasti* under the signatures of the Court Master.

MAY 20, 2026

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TUSHAR RAO GEDELA, J

42. It is directed that this Order shall not be uploaded on the Court's website till the examination of the commission is completed within the timeline and parameters directed in para 38 and 39 above, so as to enable its effective execution.

43. Contracted parties shall comply with the directions in the order without waiting for the verified copy of the same.

44. Accordingly, the application is allowed and is disposed of.

45. Order read under the signature of the Court Master.

TUSHAR RAO GEBBELA J

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Court Master
New Delhi

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