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

+ **CS(COMM) 675/2025**

RELIANCE INDUSTRIES LIMITED

.....Plaintiff

Through: Mr. Ankit Sahni, Ms. Kritika Sahni,
Mr. Chirag Ahluwalia and Mr.
Mohit Maru, Advs.

versus

PAWAN KUMAR GUPTA & ORS.

.....Defendants

Through: Mr. Naman Joshi, Ms. Priya Goyal
and Mr. Aakash Deep Singh, Advs.
for D-22/ Indiamart.

Mr. Akshay Maloo and Mr.
Rishabh Rao, Advs. for D-23.

Mr. Vivek Ayyagari, Ms. Mishthi
Dubey and Mr. Abhay Aren, Advs.
for D-25.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

10.07.2025

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I.A. 15938/2025-Sec 149 CPC

1. By virtue of the present application under *Section 149* read with *Section 151* of the Code of Civil Procedure, 1908 (*CPC*), the plaintiff seeks *two weeks* time to file the deficient Court fees.
2. For the reasons stated in the application, the present application is allowed, however, the plaintiff is granted time of two days to file the deficient Court fees.
3. Accordingly, the present application stands disposed of.

I.A. 15934/2025-Exemption from pre institution mediation

4. *Vide* the present application under *Section 12A* of the Commercial Courts Act, 2015, read with *Section 151* of the CPC, the plaintiff seeks exemption from pre-institution mediation.

5. Considering the averments made in the present application, as also since the plaintiff is seeking grant of *urgent interim relief*, and particularly since the products involved are intended for human consumption, and the possibility of consumer deception is likely to cause detriment to public interest, the plaintiff is exempted from instituting pre-institution mediation.

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

I.A. 15936/2025-Additional document

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

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

9. Accordingly, the present application stands disposed of.

I.A. 15937/2025-Exemption from advance service

10. *Vide* the present application under *Section 151* of the CPC, the plaintiff seeks exemption from advance service upon the defendants.

11. Considering the reasons stated in the application, and in the interest of justice, the plaintiff is granted exemption from effecting advance service upon the defendants.

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

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13. *Vide* the present plaint, the plaintiff seeks grant of a permanent injunction restraining infringement of trade mark, passing off, unfair trade practice, damages, rendition of accounts, etc. against the defendants.

14. Learned counsel for the plaintiff at the outset, seeks and is granted *two weeks* for depositing an appropriate court fee with respect to the valuation of each of the defendants separately in terms of the provisions of the law.

15. Let the plaint be registered as a suit.

16. Issue summons.

17. Learned counsel for the defendant nos.22, 23 and 25 accept summons. They seek and are granted *thirty days* to file written statement(s). The said written statement(s) be filed by the defendant nos.22, 23 and 25 along with affidavit of admission/ denial of documents of the plaintiff, without which the written statement(s) shall not be taken on record.

18. Upon filing of the process fee, issue summons of the suit to the remaining defendants through all permissible modes returnable before the learned Joint Registrar on 16.10.2025.

19. The summons shall state that the written statement(s) be filed by the defendants within a period of *thirty days* from the date of the receipt of the summons. Written statement(s) be filed by the defendants along with affidavit(s) of admission/ denial of documents of the plaintiff, without which the written statement(s) shall not be taken on record.

20. Replication(s) thereto, if any, be filed by the plaintiff within a

period of *fifteen days* from the date of receipt of written statement(s). The said replication(s), if any, shall be accompanied by with affidavit(s) of admission/ denial of documents filed by the defendants, without which the replication(s) shall not be taken on record within the aforesaid period of *fifteen days*.

21. If any of the parties wish to seek inspection of any document(s), the same shall be sought and given within the requisite timelines.

22. List before the learned Joint Registrar for marking exhibits of documents on 16.10.2025. It is made clear that if any party unjustifiably denies any document(s), then it would be liable to be burdened with costs.

I.A. 15935/2025-Stay

23. The plaintiff, Reliance Industries Limited, *vide* the present application under *Order XXXIX rules 1 and 2* seeks an *ad-interim injunction*, restraining the defendant nos.1 to 21 (and such other entities/ individual during the course of the proceeding to have been engaged in infringing the Plaintiff's intellectual property rights) from using the mark 'RELIANCE', 'JIO' and any other mark identical/ deceptively similar marks, including their variants, as also restraining the said defendants from using any packaging incorporating plaintiff's artistic work in






thereby amounting to infringement of the plaintiff's copyright.

24. As per pleading, the plaintiff is a company incorporated under the

Companies Act, 1956 having its registered office at 3rd Floor, Maker Chamber-IV, 222, Nariman Point, Mumbai-400021, Maharashtra.

25. The plaintiff is the flagship company of Reliance Industries Limited Group, which comprises of the plaintiff and over 388 other companies and having business spread throughout the globe, including but not limited to India, USA, Germany, Australia, UK, Netherlands, Malaysia, Singapore, Kenya, U.A.E., etc.


26. The trademark 'RELIANCE' was adopted by the plaintiff as far back as 1960s. Over the years, the plaintiff has secured multiple

registrations for 'RELIANCE',  Reliance ,  ,  , and its formative trademarks across various Classes, all of which are valid and are subsisting as on date date. A list of some of the said trademark registrations, in India, are set out in *paragraph 14* of the present application. *Significantly*, the Hon'ble Supreme Court of India, in *T.V. Venugopal v. Ushodaya Enterprises Ltd. & Anr.*, (2001) 4 SCC 85, have cited plaintiff's mark 'RELIANCE' as a "*well-known mark*".

27. The plaintiff, in December 2011, adopted the trademark 'JIO' for its telecom business. As on date, plaintiff's JIO's subscriber base exceeds 481.8 million, making it the largest telecom operator in India by customer count. Moreover, over time, the plaintiff's 'JIO' services have expanded to encompass connectivity and cloud, media, digital commerce, financial services, gaming, education, healthcare, agriculture, Government to Citizen (G2C), smart cities and manufacturing. Today, the product/

services carrying trademark JIO /  have attained tremendous fame

and success in the industry, and in order to protect its statutory interests

and to prevent misappropriation, dilution and misuse of its ‘JIO’/ trademarks, the plaintiff has secured numerous trademark registrations across various Classes and jurisdiction. A list of some of the said trademark registrations and its formatives, in India, are set out in *paragraph 39* of the present application. Furthermore, Hon’ble Bombay High Court in *Reliance Industries Limited and Anr. v. Ashok Kumar*, Commercial IP Suit (L) No. 14473 of 2021, has referred to plaintiff’s ‘JIO’ mark as a “*well-known mark*”.

28. Moreover, the plaintiff claims to be the copyright owner of the

artistic work in  Reliance,  Reliance, , ,  Jio.

29. The plaintiff also has a commanding presence over the internet, including through its website and social media platforms. Moreover, by virtue of extensive sales and promotion of its mark, the plaintiff’s aforesaid trademarks have acquired a formidable reputation both nationally and internationally, and plaintiff has earned huge profit therefrom.

30. *Significantly*, with specific relevance to present suit, the plaintiff is also actively engaged in business of retail products and services, fast moving consumer goods, and other allied businesses under the

trademarks , , , , .



among others. Under these trademarks, the plaintiff offers for sale fresh fruits & vegetables, dairy products, cooking essentials, pulses and lentils, grains, bakery items, and other everyday groceries through offline as well as online channel of sales.

31. As per the information available with plaintiff, the defendant nos.1 to 21 are engaged in the commercial business of manufacturing, distributing, marketing, and/or selling various fast-moving consumer goods (FMCG), including but not limited to *Poha, Wheat Flour, Makhana (Foxnuts), Pulses, Lentils, Salt*, and similar products under the plaintiff's well-known and registered 'RELIANCE' and 'JIO' formative trademarks.

32. The defendant nos.22 to 28 are online e-commerce platforms that provide services facilitating Business-to-Business (B2B), Business-to-Consumer (B2C), and/or Consumer-to-Consumer (C2C) commercial transactions through their respective web portals www.indiamart.com, www.amazon.in, www.flipkart.com, www.meesho.com, www.snapdeal.com, www.vyapartimes.com, www.mydukaan.io The defendant no. 29, is *John Doe / Ashok Kumar*.

33. Learned counsel for the plaintiff submits that, in and around the third week of June 2025, the plaintiff discovered, a substantial number of listings of infringing goods being offered for sale under the plaintiff's well-known 'RELIANCE' and 'JIO' formative trademarks on the e-commerce platforms operated by defendant nos.22 to 28. Upon conducting investigation, the plaintiff identified that several of the infringing listings on the said platforms were traceable to defendant nos.1 to 21. The details of the aforesaid listings of defendant nos.1 to 21 on defendant nos.22 to

28's platform, has been attached as *Annexure A*.

34. He further submits that the aforesaid defendant nos.1 to 21 have been actively soliciting orders, marketing, advertising, offering for sale, selling, and delivering infringing goods, using the plaintiff's 'RELIANCE' and 'JIO' formative trademarks without authorization, and as such these activities constitute a clear violation of the plaintiff's trademark as well as copyright, and as such these acts of the defendants nos. 1 to 21 are likely to deceive and confuse members of the trade and public at large. In view of the aforesaid, the plaintiff was constrained to institute the captioned suit wherein the present application has been filed.

35. *Pertinently*, it is submitted by the learned counsel for the plaintiff that most of the aforesaid listings are posted by entities/ individual operating under fictitious names and identities, making it virtually impossible to trace, identify, and take legal action against them.

36. This Court has heard the submissions advanced by the learned counsel for the plaintiff and have also gone through the pleadings as also perused the documents on record.

37. Based on the above, a comparative table of the marks of the parties involved are as under: -







Plaintiff's Trademarks	Defendant nos. 1 to 21 mark and packaging
RELIANCE	



JIO



38. As per above, it is *prima facie* evident that the defendant nos.1 to 21 are using the marks of the plaintiff, which, thus make it apparent that the defendant nos.1 to 21's are guilty of imitating/ copying the plaintiff's trademarks in whole, which the unaware customers will certainly not know of. So much so, the defendant nos.1 to 21 in their packaging have

copied the essential feature such as flame device (), font, colour, layout of the plaintiff's original artistic works in  Reliance ,  ,  ,  ,  in a near identical form.

39. As such, taking all the above cumulatively, the overall presentation of the defendant nos.1 to 21's goods is such that it is likely to cause confusion or make the consumers draw an association in their minds *qua* them being the same as the plaintiff. More so, since the plaintiff is very much manufacturing, offering and selling the very same set of products under its registered trademark which the said defendant nos.1 to 21 are trading/ venturing in. Moreover, it is also a matter of fact that the said defendant nos.1 to 21 are dealing in the same line of business, and that they are operating through the same business channel and that they are also targeting the same set of customers as the plaintiff.

40. The said defendant nos.1 to 21 have adopted and are using the impugned mark to somehow portray that they are the plaintiff and the products manufactured, offered and sold by them are that of the plaintiff. There is no other plausible reason for the said defendant nos.1 to 21 to have chosen the impugned mark. This is specifically since they want to

ride upon the goodwill and reputation attached with the plaintiff's trademark.

41. *Pertinently*, since the present dispute involves edible product i.e., *poha*, which is commonly purchased by wide section of consumer, including those from rural and semi literate background. Moreover, the product of defendant nos.1 to 21 are sold through online e-commerce platforms where consumers rely on brand name and logos to identify the origin of goods, in such circumstances, if any confusion between such products, if allowed to continue, could risk consumer safety. Therefore, in such a circumstances, this Court has to adopt a more cautious and stringent approach for judging the likelihood of confusion and to exercise greater care.








42. In view of the aforesaid, the plaintiff is *prima facie* entitled for protection as sought by it against the defendant nos.1 to 21 since the *balance of convenience* lies in its favour and it will incur *irreparable loss and injury* if an *ex parte ad interim injunction* is not granted.

43. Accordingly, in view of the aforesaid, as also keeping in mind the existing position of law, as also to keep pace with the changing times, coupled with the changing technology, *till the next date of hearing*, there shall be an injunction in terms of the following:-

- i. The defendant nos. 1 to 21 (and such other entities/ individuals which are discovered during the course of the proceedings to have been engaged in infringing the plaintiff's intellectual property rights), their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their behalf are restrained from manufacturing, offering for

sale, selling, marketing/ advertising, adopting, using and / or dealing in any manner with respect to any product and service under the mark ‘RELIANCE’ and ‘JIO’ Formative Trademarks or any other identical/ deceptively similar to mark ‘RELIANCE’ and ‘JIO’ including the plaintiff's ‘RELIANCE’ and ‘JIO’ Formative Trademarks as listed in *paragraph nos. 14 and 39* of the present application.

ii. The defendant nos.1 to 21 (and such other entities / individuals which are discovered during the course of the proceedings to have been engaged in infringing the plaintiff’s intellectual property rights), their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their behalf as the case may be, from (either directly or indirectly) are restrained from manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under any packaging incorporating

plaintiff’s artistic work in  Reliance ,  ,  ,
 ,  ,  ,  .

iii. The defendant nos.1 to 21 (and such other entities/ individuals which are discovered during the course of the proceedings to have been engaged in infringing the plaintiff’s intellectual property rights), their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for

and on their behalf as the case may be, from (either directly or indirectly) are restrained from manufacturing, offering for sale, selling, marketing / advertising, adopting, using and / or dealing in any manner with the goods under plaintiffs registered trademarks 'RELIANCE' and 'JIO' and / or under any other trademark, trading name, trading style, domain name, keywords, metatags, etc. which incorporates the mark 'RELIANCE' and 'JIO' as part thereof in respect of any product or service including the suit products so as to pass off and / or enable others to pass off the defendant nos. 1 to 21 business / goods as and for the plaintiff's business/ goods.

iv. The defendant nos. 22 to 28 are directed to take down/ delist the impugned listings/ pages of the defendant nos. 1 to 21, as tabulated in *Annexure A*, as well as any other listing/ page *qua* the defendant no.1 to 21 and/or such other entities/ individuals which are discovered during the course of the proceedings to have been engaged in infringing the plaintiff's intellectual property rights, upon being notified by the plaintiff.

v. The defendant nos. 22 to 28 are further directed to disclose the complete contact details, postal address, email address, bank account details, telephone numbers, and/ or any other details available with them *qua* defendant nos. 1 to 21 and/ or any other listings / pages that are found to be indulging in the unauthorized activities.

44. Issue notice.

45. Learned counsel for the defendant nos.22, 23 and 25 accept notice. They seek and are granted *four weeks* to file their replies. Rejoinder(s)

thereto, if any, be filed within *two weeks* thereafter.

46. Upon filing of process fee, issue notice to the remaining defendants through all permissible modes, including through *email*, returnable before the Court on 13.11.2025.

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

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

49. List before Court on 13.11.2025.

SAURABH BANERJEE, J



JULY 10, 2025/So




Annexure A-impugned listings/ pages of the defendant nos. 1 to 21




S. No.	Impugned Product	Listing	Defendant
1.		https://www.indiamart.com/proddetail/30kg-reliance-premium-quality-poha-2854019204391.html?pos=1&kwd=reliance%20poha&tags=BA 8785.791 Price product NA rsf:gd- res:RC4 ktp:N0 styp:attr=1-br mtp:S prpfl:1 wc:2 qr_nm:gd comef:n ptrs:na mc:41607 cat:171 qry_tpy:P lang:en flav:10 cs:9717 v=4 r=5	Defendant No. 1
2.		https://www.indiamart.com/proddetail/reliance-premium-quality-poha2854179302448.html?pos=1&DualProdcaps	Defendant No. 1
3.		https://www.indiamart.com/nemichand-manichand-traders/poha.html	Defendant No. 2



4.		https://www.indiamart.com/proddetail/30-kg-jio-printed-bopp-poha-packaging-bag-2853270539273.html?srsltid=AfmBOopVb_wWNzokEJae9aDeNWFhn9EO3hGrUCepQxw1Fj6wrHVQmk_d	Defendant No. 3
5.		https://www.indiamart.com/proddetail/30-kg-reliance-printed-bopp-poha-packaging-bag-2853270538962.html	Defendant No. 3
6.		https://www.vyapartimes.com/product_details?id=14&category=2&lid=4	Defendant No. 4
7.		https://www.indiamart.com/proddetail/jio-iodised-salt-1kg-20045107088.html	Defendant No. 5
8.		https://www.indiamart.com/proddetail/reliance-rice-poha-2851564674791.html?srsltid=AfmBOoqr906rBRr4jBx27f6mxCAFwBv9ZfC63x5-tSJrbcqXq0sfq1KB	Defendant No. 6

9.		https://www.indiamart.com/proddetail/flattened-rice-flakes23621460588.html?pos=1&kw=d=reliance%20poha&tags=BB%7C%7C%7C%7C8752.144%7CPrice%7Cproduct%7C%7C%7CMDC%7Crsf:gd-%7C-res:RC4%7Cktp:N0%7Cstyp:attr=1-br%7Cmtp:S%7Cprpf:1%7Cwc:2%7Cqr_nm:gd%7Ccomcf:nl%7Cptrs:na%7Cmc:41607%7Ccat:171%7Cqry_typ:P%7Clang:en%7Cflav:10%7Ccs:9717%7Cy=4%7Cr=3	Defendant No. 7
10.		https://www.indiamart.com/jay-mathaji-grain-stores/poha.html	Defendant No. 8
11.		https://www.indiamart.com/ashoka-entps-ghaziabad/other-products.html	Defendant No. 9
12.		https://www.indiamart.com/proddetail/reliance-pure-salt-2853201235488.html	Defendant No. 10

13.		https://www.indiamart.com/proddetail/reliance-pure-salt-2853958621788.html?pos=2&kwd=reliance%20salt&tags=BA 8733.676 Price product TS rsf:gd- -res:RC4 ktp:N0 stype:attr=1-br mtp:S wc:2 qr_nm:gd cs:14037 comcf:nl ptrs:na mc:10246 cat:15 qry_ty p:P lang:en flavl:0-7 rtm:0-0-0-2-5-3-0 qrd:250317 mrd:250317 prdt:250320 v=4 r=2	Defendant No. 11
14.		https://www.indiamart.com/proddetail/1kg-reliance-refined-iodized-salt-21709431597.html?pos=3&kwd=reliance%20salt&tags=BB 8752.144 Price product MDC rsf:gd- -res:RC4 ktp:N0 stype:attr=1-br mtp:S wc:2 qr_nm:gd cs:14037 com-cf:nl ptrs:na mc:10246 cat:15 qry_ty p:P lang:en flavl:0-7 rtm:0-0-0-2-5-3-0 qrd:250317 mrd:250317 prdt:250320 v=4 r=3	Defendant No. 12
15.		https://www.indiamart.com/vibrant-global-salt-private-limited-nawa/edible-salt.html#2852395902191	Defendant No. 13
16.		https://mydukaan.io/rahul1412/products/reliance-poha?sku_id=18515376	Defendant No. 14

			
17.		https://www.indiamart.com/dutta-bhandar/ri-ces.html?srsltid=Afm	Defendant No. 15
18.		https://www.amazon.in/Jioo-Organics-Chatpata-Jaljeera-Instant/dp/B07ZBFWXP9/ref=sr_1_2?dib=eyJ2IjoiMSJ9.lAj6X8IOS_zqODVXeHer0koQnVxSflkxFufYEvR6Juyt2H-PHBSsgkrhLlleAIP16iwFDZ9fVHcAepWyfFShPnLgVVeq_xo4AcZiPGoRTWmpmqXmwLQfKLYxJ4lyHYB2yI46rJNtITIoM5CzM4dAPVP7h87wJrphWPqXCeSl9n9NKwMoqBkwSZ8SMd7cNcYMjkSMHcDCy3OXkWKLC26SNHFeICOICJDqBK5JKRpCKe65IIFBGDggLzpXKMrgJyxOM0FUFID_a3yXWjK8Fkcxh9PS77qAnlOzSPVLk3kOM18.4swpXU1hD32ZRhsjULbebkgeY97AiY6m2EadwlKyVC4&dib_tag=se&qid=1744556183&sr=8-2&srs=83164021031&th=1 https://www.amazon.in/s?srs=83164021031	Defendant No. 16 (under the impugned trading name Jioo Organics)

19.		<p>https://www.flipkart.com/jioo-organics-sorghum-grain-jowar/p/itm258dfdf28c0f?pid=GNMFVPGZWZAJXZHG&lid=LSTGNMFVPGZWZAJXZHGOG6IZN&marketplace=FLIPKART&q=jioo+organics&store=search.flipkart.com&srno=s_1_1&otracker=search&otracker_l=search&fm=Search&iid=en_kOjPk7JaFtbRWu4zg2WksYajX33NXbtuI3rDqRJS8h7bYzAzBl6YmCyApkBg5B1XmWyTJ6BfoW3Irv9CQSUEw%3D%3D&ppt=sp&ppn=sp&ssid=yeu3j0t3hc000001744556916784&qH=a9b5acd0ac422f73</p> <p>https://www.flipkart.com/search?q=jioo%20organics&otracker=search&otracker_l=search&marketplace=FLIPKART&as-show=on&as=off</p>	Defendant No. 16 (under the impugned trading name Jioo Organics)
20.		<p>https://www.meesho.com/jioo-organics-kali-jeeri100-g/p/495gro</p>	Defendant No. 16 (under the impugned trading name Jioo Organics)
21.		<p>https://www.snapdeal.com/product/jioo-organics-sweet-murmurameethi-kheel/624957057609</p>	Defendant No. 16 (under the impugned trading name Jioo Organics)

			trading name Jio Organics)
22.		https://www.indiamart.com/proddetail/raw-white-broken-rice-2853658649930.html?pos=5&kw=jio%20rice&tags= 9189_305 Price product NA rsf:gd+-res:RC6 ktp:N0 mtp:S wc:2 qr_nm:split-gd cs:12637 com-cf:nl ptrs:na mc:84229 cat:697 qry_tpy:P lang:en flavl:0-2 rtn:1-0-0-0-1-8-0 qrd:250317 mrd:250320 prdt:250320 v=4 r=4	Defendant No. 17
23.		https://mydukaan.io/gupta153/products/jio-premium-namkeen?sku_id=17573228	Defendant No. 18
24.		https://www.indiamart.com/shree-foods-company/namkeen.html#2850054967933	Defendant No. 19
25.		https://www.indiamart.com/proddetail/jio-gold-chana-dal-2851221875055.html?pos=1&kw=jio%20split%20chickpea&tags=BA 9110_092 product NA rsf:gd+-res:RC5 ktp:N0 styp:attr=1-br mtp:S prpf:1 wc:3 qr_nm:gd cs:14543 com-cf:nl ptrs:na mc:3719 cat:171 qry_tpy:P lang:hi flavl:10 rtn:1-0-0-0-2-7-0 qrd:250217 mrd:250321 prdt:250321 v=4 r=3	Defendant No. 20

26.		https://www.indiamart.com/proddetail/100gm-jio-prime-makhana-2855792683312.html?pos=2&kwd=jio%20foxnut&tags=A 9763.98 Price product MDC rsf:gd-l-res:RC4 ktp:N0 styp:attr=1-brimp:Slprpl:1 wc:2 qr_nm:gd cs:14448 com-cf:nil ptrs:na me:186214 e-at:10 qrv_typ:P lang:hi flav:10 rtn:2-0-0-0-0-8-0 qrd:250203 mrd:250203 prdt:250320 v=4	Defendant No. 21
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