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

Date of decision: 19.11.2025

+ CS(COMM) 65/2023 & I.A. 2293/2023, I.A. 10121/2025

FERRERO SPA & ORS.Plaintiffs
Through: Mr. Pravin Anand, Ms. Vaishali
Mittal and Mr. Shivang Sharma,
Advocates

versus

ABHIMANYU PRAKASH & ORS.Defendants
Through: Mr. Samrat Nigam, Senior Advocate
with Mr. Akshay Srivastava, Ms.
Krati Tiwari, Ms. Arpita Rawat and
Mr. Pradeep Routela, Advocates for
defendants no. 1 to 3.
Mr. Ishan Sanghi, Advocate for
defendant no. 4 (Through VC)

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CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J (ORAL):

I.A. 10121/2025 (for seeking summary judgment)

1. The present application has been filed by the Petitioner under Order XIII-A Rules 3, 6(1)(a) and 8 read with Section 151 of the Code of Civil Procedure, 1908 ['CPC'] seeking summary judgment.
2. Plaintiffs have filed the present suit seeking a decree of permanent injunction restraining the Defendants from, inter alia, infringing the



Plaintiffs' registered trademarks, including '  ' ['NUTELLA glass jars'] 'NUTELLA/ **nutella**', and distinctive labels associated with the mark 'NUTELLA', passing off counterfeit goods under the identical mark along with other ancillary reliefs and for damages and costs.

3. The facts which have come on record reveal that Defendant Nos. 1 to 3 are manufacturers and sellers of empty NUTELLA glass jars which is a near identical copy of the original Nutella jar. Defendant Nos. 1 to 3 state that the impugned NUTELLA glass jars manufactured by them is referred to as Nutella jar in their industry and the said Defendants were offering these glass jars on their website as NUTELLA glass jars. Defendant No. 4 admits offering the impugned NUTELLA glass jars for sale on its own website and third-party e-commerce websites as NUTELLA glass jars.

4. Mr. Pravin Anand, learned counsel for the Plaintiffs has set out the case of the Plaintiffs as under: -

4.1 The Plaintiffs are part of the world-renowned Ferrero Group, established in the year 1946 and currently one of the leading chocolate producers and confectionery companies in the world.

4.2 The Plaintiffs coined and adopted the trademark NUTELLA for the first time in or about 1964 and began using it for their novel hazelnut cocoa spread. It is stated that in the same year the iconic Nutella jar was created

with a unique colour combination and logo '  / **nutella** '.



4.3 The Plaintiffs hazelnut cocoa spread is sold in unique wide neck glass



jars with a plastic white cap ‘’ and the Plaintiff holds registration for this mark as per TM no. 1711197. The Defendants have manufactured near identical NUTELLA glass jars, and it is the infringement of this mark which is the subject matter of this suit.

4.4 The marks NUTELLA, , ,  and the unique dress used by the Plaintiffs for the NUTELLA has been continuously and exclusively used for more than 50 years and consequently the said trademarks have attained secondary significance amongst the consumers and members of the trade who identify the product and trademarks solely with the Plaintiff.

4.5 The Plaintiffs are the registered proprietors of NUTELLA trademarks across various territories around the world and have obtained registration under various classes. Details of the Plaintiffs’ registered trademarks are mentioned in paragraph 20 of the plaint.

4.6 The products of the Plaintiffs under the distinctive and proprietary NUTELLA/ trademarks and brands NUTELLA are made available for sale throughout India in different sizes, i.e. 180 ml, 350 ml and 750 ml.



4.7 It is stated that the Defendants [Defendant Nos. 1, 2, 3 and 4] are manufacturing, supplying, exporting, making available for sale and selling empty glass jars i.e., the NUTELLA glass jar.

4.8 The Plaintiffs learnt about the infringing activities of the Defendants in October 2022, when they came to know that the Defendant Nos. 1 to 3 were making available for sale empty NUTELLA glass jars on the e-commerce website of IndiaMart and on Defendant no. 4's website.

4.9 It is stated that the impugned products featured on the websites were displayed under the product description 'NUTELLA glass jar' and were being manufactured, marketed, offered for sale, and sold by the Defendants to third parties/commercial entities through both online and offline channels. These NUTELLA glass jars are purchased by the third parties for manufacturing counterfeit Nutella products and the Plaintiff has also separately instituted suits i.e., CS(COMM) 43/2021 and CS(COMM) 917/2022 against such third parties.

4.10 It is stated that the impugned glass jars manufactured by the Defendants have an embossing of 'E20 O A', which is the same embossing which has been found on the counterfeit products recovered from the third parties in CS(COMM) 43/2021 and CS(COMM) 917/2022. The Plaintiff therefore verily believes that Defendants are either closely associated with the third-parties manufacturing counterfeit Nutella products, or it is facilitating the counterfeit products by manufacturing the empty NUTELLA glass jars.

Submissions on behalf of the Plaintiffs

5. Mr. Anand, learned counsel for the Plaintiffs, at the outset states that he is praying for the decree of permanent injunction against all the



Defendants and is pressing for damages and costs, in this application, only against Defendant Nos. 1 to 3 and not Defendant No. 4.

5.1 He referred to page no. 218 of the Plaintiff's documents, filed along with the plaint, and stated that the shape of the bottle i.e., NUTELLA glass jar is itself a registered trademark under class 30, without the word NUTELLA on it.

5.2 He stated that the local commissioners conducted inspections on 09.03.2023 and discovered infringing empty NUTELLA glass jars at the premises of Defendants Nos. 1 to 3. At the warehouse¹ ['location 1'], 3,05,916 empty jars of 350 ml and 650 ml sizes, along with some cartons bearing the mark 'NUTELLA', were sealed. At another location² ['location 2'], the commissioners learnt that the firm was manufacturing the glass jars for export to Dubai and recovered, from this location, 9 empty NUTELLA jars with embossing 'E20 O A' and 188 brochures referring to Nutella jar/choco jars, all of which were sealed and released on Superdari. At the manufacturing unit³ ['location 3'], no infringing goods or moulds were specifically identified, though the factory was fully operational.

5.3 He stated that a total of 3,05,916 glass jars were sealed and seized by the Local Commissioners, having an estimated value of Rs. 62.84 lakhs and relies upon the computation given in its written note dated 03.11.2025. He stated that the impugned NUTELLA glass jars have an embossing 'E20 O A' towards the base, which does not belong to Plaintiffs Nutella jars.

¹ Located at: 48, Village Khanjapur, Cameli Bagh, Laxmi CNG Kit Street, Agra Road, Firozabad, Police station: Tundla Police Station.

² Located at: GM Overseas, Babu Compound, Opposite Jayna Cold Storage, Agra Road, Firozabad, Police station: Line Paar Police Station.

³ Located at: Durgesh Block And China Glass Works -154/2 Village, NH2, behind Jain Dharm kanta, Dholpura, Firozabad, Police station: Line -Paar Police Station.



5.4 He relied on the Document No. 2 which is a sales invoice dated 21.10.2020 drawn on a legal entity in UAE, filed by the Defendant Nos. 1 to 3 along with their reply to the I.A. 2292/2023, and stated that the invoice shows that the Defendant Nos. 1 to 3 have been conducting their business of manufacturing and sale of the impugned NUTELLA glass jars for at least past 29 months. He states that if the figure of Rs. 62.84 lakhs is assumed as the monthly turnover then for 29 months the Defendant Nos. 1 to 3 would have recorded a turnover of Rs. 18.22 crores.

5.5 He referred to the drawings and email dated 27.07.2020 relied upon with the written statement to contend that the Defendant Nos. 1 to 3 were fully aware that they were manufacturing impugned NUTELLA glass jars as this is specifically mentioned in the drawings as provided in the said email. He states that thus the Defendant Nos. 1 to 3 were possessing both actual and constructive knowledge that by manufacturing the impugned NUTELLA glass jars they were infringing on the Plaintiffs' trademarks.

5.6 He stated that Defendant Nos. 1 to 3 have been engaged in the same line of business for a considerable period and are, therefore, not a first-time infringer, which also demonstrates that the Defendant Nos. 1 to 3, with full knowledge of the Plaintiffs' proprietary rights, have wilfully infringed them, and accordingly, an award of damages is warranted.

5.7 He stated that the Plaintiffs have calculated that if the impugned empty NUTELLA glass jars manufactured by Defendant Nos. 1 to 3 are used by third parties for selling counterfeit NUTELLA products, the value of the finished products sold by the third parties for the period of 29 months would be Rs. 533.10 crores. He relied upon the computation given in the



written note dated 03.11.2025. He states that this is the value of the loss that the Plaintiffs would have suffered.

5.8 He stated that Rule 20 of the Delhi High Court Intellectual Property Rights Division Rules, 2022 [‘IPD Rules’] expressly empowers the Court to award damages or direct rendition of accounts of profits in IP proceedings, recognizing the right of a successful IP holder to claim compensatory, exemplary, or punitive damages commensurate with the nature and extent of infringement.

5.9 He submitted that by applying Rule 20 of the IPD Rules, the Plaintiffs are entitled to damages and costs of illicit profit margins made by the Defendant Nos. 1 to 3 at 10% margin at value of production level amounting to Rs. 1.82 crores and 10% margin at value of finished product level amounting to Rs. 53.3 crores. Additionally, he submitted that the Plaintiffs are also entitled to Rs. 31,05,876/- for the expenses incurred by the Plaintiffs as the costs of these proceedings.

Submissions on behalf of the Defendant Nos. 1 to 3

6. Mr. Samrat Nigam, learned senior counsel for the Defendant Nos. 1 to 3, at the outset, submitted that he has no objection to the permanent injunction being granted in terms of the prayer clause 80 (i) to (iv) of the plaint but is objecting to the decree of damages and actual costs prayed for by the Plaintiffs.

6.1 He stated that Defendant Nos. 1 to 3 are manufacturers and/or traders of generic empty glass jars, empty glass bottles and empty liquor bottles. He stated that Defendant Nos. 1 to 3 do not make NUTELLA’s plastic caps, and only produce plain, unbranded glass jars on job-work orders for one Mr. Shashikant Dharane, Quality Control Manager & Production In-Charge for



Al Ameera Foodstuff Ind. LLC (UAE), using designs provided by that company. He stated that Defendant Nos. 1 to 3 never used or embossed the Plaintiffs Nutella marks on any glass jar and they are not in the competing business with that of the Plaintiffs in any manner.

6.2 He stated that the Defendant Nos. 1 to 3 never copied any embossing code pertaining to the Plaintiffs, and the code on their jars differs entirely and the code 'E20 O A' was added only at the customer's request.

6.3 He stated that the empty glass jar shown in the plaint is a common industry design, often referred to generically as a 'Nutella jar'. He stated that Defendant Nos. 1 to 3 acted bonafide while carrying out the manufacturing for the customer on the basis of the order received on e-mail dated 27.07.2020 and manufactured the impugned glass jars on the basis of the design provided by the customer as annexed with the said e-mail.

6.4 He submitted that Defendant Nos. 1 to 3 do not have any role in manufacturing of any alleged counterfeit products and emphatically denies any wrongdoing. And therefore, the claim of damages raised by the Plaintiffs on the alleged values of finished product is misconceived. He stated that Defendant Nos. 1 to 3 have made a full disclosure of UAE entity which placed the order on the Defendant Nos. 1 to 3, however the Plaintiff elected not to pursue any claims against the said UAE entity.

6.5 He contended that Defendant Nos. 1 to 3 are first time innocent infringers and placed reliance on the law laid down by the coordinate Bench in **Koninlijke Philips and Ors. v. Amazestore and Ors.**⁴ and **Aero Club v. M/s Sahara Belts**⁵, to contend that the suit be disposed of vis-à-vis the

⁴ 2019 SCC OnLine Del 8198, at paragraph nos. 40 and 41.

⁵ 2023 SCC OnLine Del 7466, at paragraph nos. 23 to 25.



Defendants by passing a decree of permanent injunction only and without imposing any damages or costs. He emphasizes that Defendant Nos. 1 to 3 have owned up to their default and have not protracted the proceedings and therefore applying the principles laid down in the aforesaid judgments, the Court may not impose damages.

Proceedings in the suit

7. The Coordinate Bench of this Court vide order dated 06.02.2023 and 08.02.2023, granted an ex-parte ad-interim injunction against the Defendants restraining them from dealing with the impugned ‘NUTELLA glass jars’. Vide order dated 06.02.2023, the Court also appointed three Local Commissioners to inventorize and seize infringing material found at the premises of Defendant Nos. 1 to 3.

8. All the Defendants duly entered their appearances on 17.03.2023 and Defendant Nos. 1 to 3 filed their written statement dated 08.04.2023 and Defendant No. 4 filed its written statement dated 09.05.2023.

9. On 12.03.2024, the parties on making joint request before the Court, was sent to the Delhi High Court Mediation and Conciliation Centre for amicable settlement of disputes, however, the Mediation attempts were unsuccessful as per the Mediation report dated 17.09.2024.

10. On unsuccessful attempt to settle the matter, the Plaintiffs filed the present application seeking summary judgment against the Defendants.

11. Vide order dated 12.08.2025, based on the submissions made by Defendants, the injunction order dated 06.02.2023 was made absolute.

12. Vide the same order the Defendant Nos. 1 to 3 had also adopted their written statement as a reply to the captioned application.

Findings and Analysis



13. This Court has heard the learned counsels for the parties and perused the record.

14. At prayer clause 78(ii) of the captioned application, the Plaintiffs have also sought a declaration of their trademark NUTELLA a well-known mark, however neither the Plaintiffs advanced any arguments with respect to this prayer, nor this Court is deciding on this issue of declaration of well-known mark. Therefore, through this judgment, this Court is only adjudicating the Plaintiffs prayers of permanent injunction and damages.

15. The Plaintiffs are the registered proprietors of NUTELLA trademarks including NUTELLA jar across various territories around the world and have obtained registration under various Classes. The products of the Plaintiffs under the distinctive and proprietary NUTELLA, **nutella**,



trademarks and brand NUTELLA are made available for sale throughout India in different sizes, i.e. 180 ml, 350 ml and 750 ml.

16. Defendant Nos. 1, 2 and 3 are manufacturers and sellers of empty glass jars in 180 ml, 350 ml and 650 ml sizes which are deceptively similar



to the Plaintiffs' Nutella jar . The Defendants were manufacturing the said impugned NUTELLA glass jar without any authorisation from the Plaintiffs, and offering the product for sale through their respective websites and online platforms.



17. In these facts, when the Plaintiffs filed the present suit, vide order dated 06.02.2023, as also modified on 08.02.2023, Coordinate Bench of this Court granted an ex-parte ad-interim injunction restraining the Defendants from dealing with the impugned 'NUTELLA glass jars'. Vide order dated 06.02.2023, the Court also appointed three Local Commissioners to inventorize and seize infringing material found at the premises of Defendant Nos. 1 to 3.

18. The said injunction order dated 06.02.2023 was not contested and in fact Defendants consented to its confirmation on 12.08.2025. As noted above, the injunction order was made absolute on 12.08.2025.

19. A total of 3,05,916 empty glass jars were seized during the local commission from the premises under the control of Defendant Nos. 1 to 3. The breakup of the empty jars is 1,51,740 of 350ml and 1,54,174 of 650ml. The reports of the Local Commissioners is not objected to by the Defendant Nos. 1 to 3 and is therefore a relevant document.

20. The plaint has been duly verified and is supported by the affidavit of the Plaintiff as well the Statement of Truth.

21. Defendant Nos. 1 to 3 duly entered appearance and filed their written statement. Though, in the written statement the said Defendants had resisted the suit, however on 12.08.2025 the said Defendant Nos. 1 to 3 have submitted that they do not wish to contest the proprietary rights of the Plaintiffs in their trademarks and have no objection to the grant of permanent injunction in terms of the prayer clause 80 (i) to (iv) of the plaint.



22. It would be apposite to refer to **Su-Kam Power Systems Ltd. v. Kunwer Sachdev**⁶, wherein the Co-ordinate Bench of this Court in the context of commercial suits has observed the following: -

“90. To reiterate, the intent behind incorporating the summary judgment procedure in the Commercial Court Act, 2015 is to ensure disposal of commercial disputes in a time-bound manner. In fact, the applicability of Order XIII A, CPC to commercial disputes, demonstrates that the trial is no longer the default procedure/norm.

91. Rule 3 of Order XIII A, CPC, as applicable to commercial disputes, empowers the Court to grant a summary judgement against the defendant where the Court considers that the defendant has no real prospects of successfully defending the claim and there is no other compelling reason why the claim should not be disposed of before recording of oral evidence. The expression “real” directs the Court to examine whether there is a “realistic” as opposed to “fanciful” prospects of success. This Court is of the view that the expression “no genuine issue requiring a trial” in Ontario Rules of Civil Procedure and “no other compelling reason.....for trial” in Commercial Courts Act can be read mutatis mutandis. Consequently, Order XIII A, CPC would be attracted if the Court, while hearing such an application, can make the necessary finding of fact, apply the law to the facts and the same is a proportionate, more expeditious and less expensive means of achieving a fair and just result.

92. Accordingly, unlike ordinary suits, Courts need not hold trial in commercial suits, even if there are disputed questions of fact as held by the Canadian Supreme Court in Robert Hryniak (supra), in the event, the Court comes to the conclusion that the defendant lacks a real prospect of successfully defending the claim.”

(Emphasis Supplied)

23. In view of the submissions made by the learned senior counsel for Defendant Nos. 1 to 3, and in view of the aforesaid judgment, this is a fit case where a Summary Judgment in terms of Order XIII-A of CPC deserves to be passed both for permanent injunction as well as for the damages.

⁶ 2019 SCC OnLine Del 10764



24. Mr. Ishan Sanghi, learned counsel for Defendant No. 4 submitted that Defendant No. 4 is also not contesting the permanent injunction in favour of the Plaintiffs.

25. In view of the no contest by all the Defendants, the suit vis-à-vis relief of permanent injunction in terms of prayer clauses at paragraph 80 (i) to (iv) of the plaint is hereby decreed in favour of the Plaintiff and against all the Defendants. The interim injunction order dated 06.02.2023 and 08.02.2023, which was made absolute on 12.08.2025 shall merge into the decree of permanent injunction.

Computation of Damages and Legal Costs

26. In addition to the relief of permanent injunction, the Plaintiffs are praying for recovery of legal costs and damages for the Defendant Nos. 1 to 3's infringing actions. The Plaintiffs are not pressing for any relief of damages and legal costs against Defendant No. 4.

27. Learned counsel for the Plaintiffs has handed over a written note dated 03.11.2025 on analysis of its claim for legal costs and damages. Referring to the paragraph 11 of the abovesaid note, it is stated that the Defendant Nos. 1 to 3 have been conducting their business for manufacture and sale of empty NUTELLA glass jars for at least past 29 months i.e., from October 2020 to February 2023, and the Plaintiffs have assessed the Defendant Nos. 1 to 3's turnover value of empty glass jars for this period is estimated as Rs. 18.22 crores.

In addition, the Plaintiff has also stated that if it is assumed that all the empty jars manufactured by the Defendant Nos. 1 to 3 were sold by the third parties for counterfeit products, then the finished value of the said products would be Rs. 533.10 crores. On these estimates made in its written note



dated 03.11.2025, the Plaintiff has claimed damages of Rs. 1.82 crores on the value of the turnover of empty glass jars at Rs. 18.22 crores and damages of Rs. 53.3 crores on the value of the finished counterfeit products allegedly sold in the market by third parties.

It would be pertinent to note that all these estimates towards damages are not pleaded in the captioned application or in any other pleading.

28. With respect to the award of damages under Order XIII-A CPC in cases of infringement, a Coordinate Bench of this Court in **Aero Club** (supra) awarded damages by applying Rule 20 of the IPD Rules, based on the inventory of goods seized during the local commissions. In the present case, 3,05,916 infringing empty glass jars were seized from the premises of Defendant Nos. 1 to 3, at location 1, during local commissions. The Plaintiffs have evaluated this inventory, at paragraph 4 and 5 of their written note, amounting to Rs. 62.84 lakhs.

29. In the facts of this case, having perused the documents filed by the Defendant Nos. 1 to 3 with their written statement and reply to I.A. 2292/2023, it is apparent that the said Defendants have been manufacturing the impugned NUTELLA glass jars since October 2020. The e-mail dated 27.07.2020, placing the purchase order upon the Defendant Nos. 1 to 3, and the invoice dated 21.10.2020 issued by the Defendant Nos. 1 to 3 proves that the said Defendants have been manufacturing and selling the glass bottles since 21.10.2020. This Court also finds merit in the submissions of the Plaintiff that the drawings provided to the Defendant Nos. 1 to 3 by the customer clearly referred to the design as the 'Nutella cocoa jar'. The Defendants were therefore aware of the fact that the order placed upon them was for a glass jar identical to the Plaintiff's Nutella products.



30. The Defendant Nos. 1 to 3 have not filed any evidence with their written statement to substantiate their plea that the empty glass jars are generically referred to as Nutella jars in the manufacturing industry and that Defendant Nos. 1 to 3 bonafide manufactured the said impugned NUTELLA glass jar without knowledge of the Plaintiff's proprietary rights in the shape of the glass jar.

31. This Court therefore finds no merit in the submission of the Defendant Nos. 1 to 3 that they are the first-time innocent infringer. Keeping in view the scale of operations of the Defendant Nos. 1 to 3 and especially their reference to the glass jars as NUTELLA jars on their website also shows that they are conscious about the goodwill and reputation of the Plaintiff's registered shape mark for the glass jar.

32. The Plaintiff has pleaded that its Nutella products have been available in the Indian market since 2009 and keeping in view the considerable market presence of the Plaintiffs' products in India, the submission of the Defendant Nos. 1 to 3 that they were unaware about the Plaintiffs' proprietary rights in the shape mark for the jar fails to persuade this Court. The Defendant Nos. 1 to 3's submission that there are other manufacturers in the industry who manufacture identical infringing jars would not justify the Defendants infringing actions. In these facts, this Court finds that the Defendant Nos. 1 to 3 are first-time knowing infringers.

33. The Plaintiff has contended that the seized goods (empty glass jars) from location no. 2 bear an embossing (E20 O A) and counterfeit products seized in CS(COMM) 43/2021 and CS(COMM) 917/2022 also had the same embossing (E20 O A). However, this pleading by itself is not sufficient to connect the Defendant Nos. 1 to 3 herein with the defendants of the other



suits. The Plaintiff, in this suit, has not placed on record any further documents to show that Defendant Nos. 1 to 3 were involved in the sale of the finished counterfeit products sold in the impugned glass jars along with the defendants of the other suits. Defendant Nos. 1 to 3 have stated that this embossing (E20 O A) was done at the instance of its customer. Plaintiff has elected not to pursue the said customer in these proceedings. In these facts this Court is unable to draw any further adverse inference against Defendant Nos. 1 to 3.

34. This Court finds no material on record to hold that Defendant Nos. 1 to 3 have colluded with third parties to sell counterfeit products of NUTELLA. There is also no iota of evidence in this suit with respect to any sale of counterfeit finished products by Defendant Nos. 1 to 3. Therefore, the claim of the Plaintiff in its written note for damages for Rs. 53.3 crores on an imaginary value of finished counterfeit products of Rs. 533.10 crores is not tenable. In any event, no such pleading was made in the application.

35. The undisputed reports of the Local Commissioners and the documents filed by the Defendant Nos. 1 to 3 itself provide a reasonable basis to make an assessment for the average turnover of the empty glass jars which the said Defendant Nos. 1 to 3 had from October 2020⁷ till February 2023. And, by applying the Rule 20 of the IPD Rules, an assessment of the profit margin can be made.

36. The contention of the Defendant Nos. 1 to 3 that they are first-time innocent infringers in terms of the **Koninlijke Philips** (supra) judgment, appears not to be true to this Court, instead this Court in view of the said

⁷ The invoice dated 21.10.2020 filed at pdf page 3 of the Defendant's documents.



judgement finds that the Defendant Nos. 1 to 3 are first-time knowing infringer.

37. There is no other known case of infringement shown by the Plaintiffs against the Defendant Nos. 1 to 3. The Defendant Nos. 1 to 3 have also elected to consent to the decree of permanent injunction and not compelled the Plaintiffs to go through trial. Keeping in view all these facts, this Court is of the considered opinion that Defendant Nos. 1 to 3 are liable to be enjoined permanently, to pay partial legal costs to the Plaintiff as well as the permanent seizure of the inventory of impugned goods made by the Local Commissioners to handover to the Plaintiff, in terms of the aforesaid judgment **Koninlijke Philips** (supra). Therefore, this Court is not undertaking an assessment of the turnover value of the empty glass jars manufactured by the Defendants between October 2020 and February 2023.

38. The Plaintiff has, in its written note, placed on record total cost incurred in the matter and estimated it at Rs. 31.06 lakhs. Taking into consideration the Court fee, local commissions costs and litigation cost, this Court awards partial costs of Rs. 10 lakhs in favour of the Plaintiffs and against Defendant Nos. 1 to 3. In awarding legal costs, this Court has taken into consideration the fact that the Defendant Nos. 1 to 3 initially in 2023 resisted the suit when it filed the written statement and has only in August 2025 conceded to the relief of permanent injunction. The Defendant Nos. 1 to 3 are directed to pay the said decretal amount [‘legal cost’] within a period of four (4) weeks failing which they will be liable to pay interest at 12% per annum on the decretal amount from the date of this judgement until realisation.



39. In addition, since the impugned 3,05,916 jars seized from location 1⁸ and 09 jars seized from location 2⁹ have been held to be infringing, Defendant Nos. 1 to 3 shall handover all these seized jars to the Plaintiff within two (2) weeks. The Plaintiff will be at liberty to use these glass jars as it deems fit for its own use. In case, the Plaintiff does not wish to use the jars for its own products for retail selling, it may consider using these jars for filling up its products and donating to NGOs who feed the poor, as a part of its CSR ['Corporate Social Responsibility'] initiative. The value of the seized jars has been assessed by the Plaintiff as Rs. 62.84 lakhs and this handover of inventory results in losses to the Defendant Nos. 1 to 3 as well will act as deterrent against the Defendant Nos. 1 to 3. The Defendants will destroy all the other packaging material found and seized at the aforesaid premises, during the local commission, in the presence of the representative of the Plaintiff within four (4) weeks.

40. The decree of delivery up and legal costs shall apply jointly and severally against Defendant Nos. 1 to 3.

41. The suit stands decreed in the aforesaid terms. Registry is directed to draw up a decree sheet in terms of this Order.

42. The prayer clauses (i) and (iii) of the application stands adjudicated. The reliefs prayed for at prayer clause (ii) has not been adjudicated upon and liberty is reserved to the Plaintiff to urge the said relief in appropriate proceedings.

43. The application stands disposed of.

⁸ 48, Village Khanjapur, Cameli Bagh, Laxmi CNG Kit Street, Agra Road, Firozabad, Police station: Tundla Police Station.

⁹ GM Overseas, Bapu Compound, Opposite Jayna Cold Storage, Agra Road, Firozabad, Police station: Line Paar Police Station.



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44. Learned counsel for the plaintiff states that in view of the aforesaid judgment in I.A. 10121/2025, the suit itself can be disposed of.

45. The suit is hereby disposed of.

46. Pending application stands disposed of.

47. All future dates stand cancelled.

48. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J
NOVEMBER 19, 2025/AJ/AM