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

% **Date of Decision: 09th July, 2026**

+ CONT.CAS(C) 267/2025

PUSHPA BANSAL TRADING AS M/S AMBICA FOOD
PRODUCTS

.....Petitioner

Through: Mr. Saif Khan, Mr. Shobhit Agarwal,
Mr. Prajwal Kushwaha, Advocates

versus

MAHAVEER BANSAL

.....Respondent

Through: Mr. Amit Sibal, Sr. Adv. with Mr.
Rohan Tewari, Mr. Indraneil
Choudhury, Mr. Rajat Beltor, Ms.
Ramayni Sood, Advocates
(M:9971121869)
Mr. Amit Mehta, Local
Commissioner

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+ CONT.CAS(C) 668/2025

MAHAVEER BANSAL

.....Petitioner

Through: Mr. Amit Sibal, Sr. Adv. with Mr.
Rohan Tewari, Mr. Indraneil
Choudhury, Mr. Rajat Beltor, Ms.
Ramayni Sood, Advocates
(M:9971121869)

versus

SURESH BANSAL & ORS.

.....Respondents

Through: Mr. Saif Khan, Mr. Shobhit Agarwal,
Mr. Prajwal Kushwaha, Advocates
Mr. Amit Mehta, Local
Commissioner

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA



MINI PUSHKARNA, J (ORAL):

1. The present contempt petitions have been filed by the petitioners alleging wilful disobedience of the Settlement Agreement dated 24th November, 2024, entered between the parties in *C.O.(COMM.IPD-CR) 1/2022* and *C.O.(COMM.IPD-CR) 2/2022*.
2. The aforesaid Settlement Agreement dated 24th November, 2024 was taken on record by this Court in the aforesaid petitions on 29th November, 2024, and the said petitions were disposed of in terms of the said Settlement Agreement.
3. *CONT.CAS(C) 267/2025* is a contempt petition filed on the ground that the respondent, namely, Mr. Mahaveer Bansal, has been continuing to violate the terms of the settlement, and has been using the mark 'SHREE JI' despite the settlement, restraining him from using any mark by the name 'SHREE JI'.
4. *CONT.CAS(C) 668/2025* is a contempt petition filed on behalf of Mr. Mahaveer Bansal, on the ground that the terms of the Settlement Agreement dated 24th November, 2024, and in particular, those contained in paragraph 14 of the Settlement Agreement, have been violated by Pushpa Bansal Trading.
5. Learned Senior Counsel appearing for Mr. Mahaveer Bansal has drawn the attention of this Court to the Tax Invoice dated 21st March, 2026, issued by Pushpa Bansal Trading, wherein, the word 'Bansal' has been used in a pre-dominant manner. The said Tax Invoice is reproduced as under:



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Tax Invoice							
		Bansal Sales Corporation C-17, Nazari Bagh Market, Lashkar Gwalior			Sales invoice under the tradename 'Bansal Traders' & 'Bansal sales corporation'		
		GSTIN/UIN: 23AAZPB7868C1ZF State Name : Madhya Pradesh, Code : 23 FSSAI License No. 11414570000695					
G.R.R. No.	Motor Vehicle No.	Order No.	Date	Invoice 1337	Date 21-Mar-26		
Buyer (Billed to) Ambic Food Products Phase-II, Plot No. 8-9 Baraghata Gwalior GSTIN/UIN : 23ACAPR414BJ1ZM State Name : Madhya Pradesh, Code : 23 Fssai Lic. No. :				Consignee (Ship to) Ambic Food Products Phase-II, Plot No. 8-9 Baraghata Gwalior GSTIN/UIN : 23ACAPR414BJ1ZM State Name : Madhya Pradesh, Code : 23			
Sl No.	Description of Goods	HSN/SAC	GST Rate	Quantity	Rate	per	Amount
1	Maize Starch Powder (Industrial Grade) -50kg	11081200	5%	100 bag	1,600.00	bag	1,60,000.00
	Output Cgst 2.5%				2.50	%	4,000.00
	Output Sgst 2.5%				2.50	%	4,000.00
Total				100 bag			₹ 1,68,000.00
Amount Chargeable (in words) E. & O.E INR One Lakh Sixty Eight Thousand Only							
HSN/SAC		Taxable Value	CGST		SGST/UTGST		Total Tax Amount
11081200		1,60,000.00	Rate	Amount	Rate	Amount	8,000.00
Total		1,60,000.00	2.50%	4,000.00	2.50%	4,000.00	8,000.00
Tax Amount (in words) : INR Eight Thousand Only							
Terms & Conditions :-							
Terms & Conditions 01. This is a Computer Generated Invoice/Cash Memo. 02. We here by certify that Good/ Goods mentioned in this challan/ Invoice/ Cash memo is/are warranted to be same in nature, substance and quality as demanded by vendor. 03. Our Responsibility ceases the goods leave our premises. 04. Interest @ 18% p.a will be charged if bill is unpaid within 15 days from issuing date of the invoice. 05. Cheque / Demand Draft Should be payable at Gwalior only. 06. All Disputes are Subject to Gwalior Jurisdiction only.							
Company's Bank Details Bank Name : ICICI Current A/C NO. 656705600654 A/c No. : 656705600654 Branch & IFS Code : Naya Bazar, Gwalior & ICICI				for Bansal Sales Corporation Authorized Signatory			

6. On the other hand, learned counsel for Pushpa Bansal Trading has drawn the attention of this Court to the Report of the Local Commissioner to submit that despite the said Settlement Agreement between the parties, various invoices, Diwali coupons, carry bags, product packaging, etc., were found at the premises of Mr. Mahaveer Bansal, at the time of execution of the Local Commission.

7. Having heard the learned counsels for parties, this Court notes the



unconditional apology given on behalf of Mr. Mahaveer Bansal to the effect that though there had been some delay in compliance of the terms of the Settlement Agreement, however, the same have now been complied with by him.

8. In this regard, learned Senior Counsel for Mr. Mahaveer Bansal has drawn the attention of this Court to the unconditional apology/affidavit filed on behalf of Mr. Mahaveer Bansal, relevant portions of which, are reproduced as under:

“xxx xxx xxx

4. That at the outset, and as already tendered in his Reply Affidavit dated 22.02.2026, the Respondent unreservedly reaffirms his full and unconditional apology to this Hon'ble Court for any act or omission on his part which may be construed to tantamount to contempt of this Hon'ble Court, while respectfully reiterating that any such act was wholly bona fide, inadvertent and occasioned by a genuine misunderstanding, and was in no manner wilful, intentional, deliberate or contumacious. The Respondent reiterates that his conduct was bona fide throughout and was not actuated by any intention to disobey this Hon'ble Court or its orders.

WITHDRAWAL OF TRADEMARK/COPYRIGHT PROCEEDINGS COMPLETED

*5. That in due and complete compliance with the Respondent's obligations under the Family Settlement Agreement dated 24.11.2024, the Respondent has withdrawn **all of its** trademark applications, copyright applications, No Objection Certificate / Search Certificate applications, oppositions, and Form TM-M / TM-P amendment and assignment applications, as enumerated in paragraph 4 of the Reply Affidavit dated 22.02.2026 and falling under Schedules 1, 2, 3, 10 and 11 of the said Settlement Agreement, particulars whereof are as under:*

(a) Schedule i (Trademark Applications): the applications for the marks 'SHREEJI' and their derivatives were withdrawn by letters filed through the Respondent's trademark agent, M/s United Overseas Trade Mark Co. dated 13.02.2025 copies whereof already stand annexed to, and form part of, the Reply Affidavit dated 22.02.2026, at pages 26 to 80 thereof:

(b) Schedules 2 & 3 (Copyright NOC/ Search Certificate and Registered Copyrights): withdrawn by letters of the Respondent dated 21.02.2026. copies whereof already stand annexed to the said Reply



Affidavit, at pages 81 to 119 thereof;

(c) **Schedule 10 (Oppositions)**: withdrawn by letters of the Respondent dated 21.02.2026, copies whereof already stand annexed to the said Reply Affidavit, at pages 120 to 171 thereof;

(d) **Schedule 11 (Form TM-M/ TM-P Amendment & Assignment Applications)**: withdrawn by letters of the Respondent dated 21.02.2026, copies whereof already stand annexed to the said Reply Affidavit, at pages 172 to 198 thereof.

6. That the copies of the aforesaid letters of withdrawal already stand annexed to the Reply Affidavit dated 22.02.2026. The Respondent craves leave to place on record any further acknowledgements as and when this Hon'ble Court directs it to do so.

CESSATION OF USE OF THE MARK 'SHREE JI'

7. That the Respondent has **ceased the use of the mark 'SHREE JI' / 'SHREEJI'**. in every form and manner whatsoever, and the Respondent does not use, and does not intend to use, the said mark in the manufacture, packaging, marketing, sale or promotion of any goods. The Respondent uses, and is entitled under the Settlement Agreement to use, only his own mark 'BANSAL JI' / 'BANSAL' for his business.

THE MATERIAL RECOVERED DURING THE LOCAL COMMISSION DATED 23.04.2026

8. That pursuant to the order dated 17.04.2026, the Local Commission came to be executed at the Respondent's premises at Gwalior on 23.04.2026. The Respondent respectfully reiterates that, in keeping with the statement recorded at paragraph 14 of the said order, the Respondent and the persons present on his behalf extended **full and unconditional cooperation** to the Ld. Local Commissioner, provided complete and unhindered access to the premises. and did not obstruct the proceedings in any manner, as is duly recorded in the report of the Ld. Local Commissioner.

9. That the Respondent respectfully places on record the true nature of the material recovered during the said commission. which is as follows:

(a) The material found and recovered was in the nature of old and residual packaging material and leftover stock lying unused at the premises pending disposal, and did not form part of any current or ongoing manufacture, stocking-for-sale, or marketing of goods bearing the mark 'SHREE JI' by the Respondent. The Respondent further states that the said Diwali coupons are old promotional inserts relating to a past festive season, and do not bear any manufacturing or printing date whatsoever. Being undated promotional material tied to an occasion that has long since passed, the same were lying unused and were incapable of being deployed for any fresh manufacture, sale or marketing of goods; their presence amongst residual material at



the premises is wholly consistent with old stock awaiting disposal.

(b) No fresh or subsisting manufacturing activity, process or production line for the manufacture or any product bearing the mark 'SHREE JI' was found in operation at the premises. The manufacturing activity at the premises pertains to the Respondent's own range of food products, and the printing cylinders, machinery and production in operation were not directed to the manufacture of any 'SHREEJI' mark product.

(c) The Respondent further states that at the time of the said visit by the Ld. Local Commissioner, the manufacturing and production activity actually in progress at the premises was solely in respect of the Respondent's own goods bearing the mark 'BANSAL JI', and no product bearing the mark 'SHREE JI' was found to be in the course of manufacture, production or packing at the premises. The Respondent respectfully states that photographs of the premises came to be taken by the Ld. Local Commissioner in the course of the said inspection, which form part of the record of the Ld. Local Commissioner and are not in the possession of the Respondent. The Respondent submits that the said photographs would bear out that the goods then being manufactured and packed at the premises bore only the 'BANSAL JI' mark and that no 'SHREE JI' marked product was in the course of manufacture, and the Respondent prays that this Hon'ble Court may, if it so deems fit, call for the said photographs from the Ld. Local Commissioner for its perusal and verification.

(d) The residual material so recovered is not capable of being, and was not being, used for any fresh manufacture, supply or marketing of goods, being merely old and leftover packaging material found lying amongst waste material at the premises.

*(e) With the greatest respect, the Respondent submits that the **characterisation of the said residual material as "incriminating" is not admitted.***

*(f) The Respondent states that the said residual material has since been **segregated and quarantined**, and the Respondent is ready and willing to surrender and/or destroy the same, in its entirety, under the supervision and directions of this Hon'ble Court.*

REMOVAL/TAKE-DOWN OF ONLINE LISTINGS

That in compliance with the direction contained in paragraph 17 of the order dated 17.04.2026. the Respondent has removed and taken down all online listings hosted and/or controlled by the Respondent bearing the mark 'SHREE JI', and the Respondent's own website, handles and portals no longer bear any material relating to the said mark. In so far as any listing or content may subsist on any third-party portal or platform nor within the direct control of the Respondent, the Respondent has issued the requisite take-down requests to the concerned intermediaries and undertakes to pursue the same to their



conclusion.

xxx xxx xxx”

9. Perusal of the aforesaid affidavit clearly shows that compliance of the Settlement Agreement has been done by Mr. Mahaveer Bansal. Further, the unconditional apology placed before this Court, shows that delayed compliance of the Settlement Agreement had been occasioned by a genuine misunderstanding.

10. At this stage, learned Senior Counsel for Mr. Mahaveer Bansal further submits before this Court that the goods that were seized by the Local Commissioner are still lying with Mr. Mahaveer Bansal, and he shall destroy the same under the directions of this Court.

11. Accordingly, let the seized products be destroyed by Mr. Mahaveer Bansal, after giving an intimation of the same to Pushpa Bansal Trading. An Authorized Representative of Pushpa Bansal Trading, who would not be a family member, would be allowed to be present at the time when the goods seized by the Local Commissioner, are destroyed by Mr. Mahaveer Bansal.

12. Further, this Court takes note of the submission made by the Local Commissioner to submit that the key of the premises, where seized goods are lying, are with the Local Commissioner.

13. Accordingly, the Local Commissioner is directed to hand over the keys of the aforesaid premises to the counsel for Mr. Mahaveer Bansal.

14. Considering the aforesaid, this Court is of the considered view that no further orders are required to be passed by this Court. However, considering the fact that compliance of the Settlement Agreement has been delayed by Mr. Mahaveer Bansal, on account of which, a Local Commissioner was



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appointed by this Court, this Court is of the considered view that in the facts and circumstances of this case, it would be justifiable, if the fees of the Local Commissioner, as paid by Pushpa Bansal Trading, is refunded by Mr. Mahaveer Bansal to Pushpa Bansal Trading.

15. This Court is informed that Pushpa Bansal Trading has spent an amount of Rs. 2.50 Lacs, towards execution of the Local Commission.

16. Accordingly, let amount of Rs. 2.50 Lacs, be paid by Mr. Mahaveer Bansal to Pushpa Bansal Trading, within a period of four weeks, from today.

17. Other rights and contentions with regard to the issues raised before this Court, are kept open, to be adjudicated in appropriate proceedings.

18. The present petitions are disposed of in the aforesaid terms.

MINI PUSHKARNA, J

JULY 9, 2026/au