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

Judgment Reserved on: 15.10.2026

% Judgment Delivered on: 06.11.2026

\# **CNR No. DLHC010251522026**

\+ **CS(COMM) 622/2026**

JINDAL COMPOSITE TUBES PVT LTD & ANR. .....Plaintiffs

versus

BALDEV KRISHAN & ANR. .....Defendants

Advocates who appeared in this case

For the Plaintiffs : Mr. Nikhil Chawla and Ms. Mansha Mehta, Advocates.

For the Defendants : Ms. Mahima Grover, Advocate for D1.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

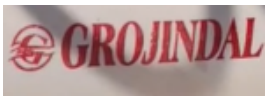
TEJAS KARIA, J

I.A. 15409/2026 (U/O XXXIX Rules 1 and 2 of the CPC)

FACTUAL MATRIX

1. The present Application has been filed by the Plaintiffs under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 ("**CPC**"), seeking an interim injunction restraining the Defendants from manufacturing, selling, offering for sale, advertising or in any manner using the Mark 'GROJINDAL'

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/ 'GRO JINDAL' /  /  /  ("**Impugned Mark**") in relation to pipes and fittings and allied and cognate goods, on the ground that the Impugned Mark is deceptively similar to the Marks of the Plaintiffs, 'JINDAL' /  /  ("**JINDAL Family of Marks**").

2. Plaintiff No. 1 is a company incorporated on 10.03.2003, having its registered office at Moti Nagar, New Delhi. Plaintiff No. 1 is engaged in the business of manufacturing, trading and distributing various kinds of non-metallic pipes and fittings, *inter alia*, MLC pipes and fittings, PVC pipes and fittings, UPVC pipes and fittings, CPVC pipes and fittings, CPVC rigid pipes and fittings, HDPE pipes and fittings, MDPE pipes and fittings, PE pipes and fittings and PPR-C pipes and fittings, falling in Classes 17 and 19 ("**Plaintiffs' Goods**"), under the JINDAL Family of Marks. Plaintiff No. 1 has authorised its sister concern, Plaintiff No. 2, to use the JINDAL Family of Marks in the course of its business since its inception in 2005.

3. Defendant No. 1 is the sole proprietor of *M/s Goyal Polymers*, having its address at Sunam, District Sangrur, Punjab, and is engaged in the business of manufacturing and marketing plastic pipes, flexible hose pipes of plastic, pipe fittings (non-metallic) and fittings (non-metallic) for flexible pipes ("**Impugned Goods**") under the Impugned Mark. Defendant No. 2 is a distributor in Jalandhar, Punjab, selling and offering for sale the Impugned Goods.

4. It is the case of the Plaintiffs that, at a market survey conducted in Jalandhar in the last week of February 2026, the Plaintiffs became aware that PVC pipes bearing the Impugned Mark were being stocked, distributed and

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sold in the market. The Plaintiffs procured an invoice dated 27.02.2026 issued by Defendant No. 1 to Defendant No. 2 for the sale of the Impugned Goods. The Plaintiffs issued a legal notice dated 12.03.2026 calling upon Defendant No. 1 to cease and desist from using the Impugned Mark and to withdraw its Trade Mark Application Nos. 4671927 and 7576208 for the Impugned Mark. Defendant No. 1, by its reply dated 23.03.2026, denied the allegations of infringement and passing off, claiming that the Impugned Mark was independently and honestly adopted and has been in continuous use since 26.10.2020. Hence, the present Suit has been filed.

SUBMISSIONS ON BEHALF OF THE PLAINTIFFS

5. Learned Counsel for the Plaintiffs made the following submissions:

5.1. The Plaintiffs are restricting the claim in the present Suit to infringement of the registered trade marks of Plaintiff No. 1 and are not pressing the claim for passing off.

5.2. In the year 2001, Plaintiff No. 1, through its predecessor, Ms. Sudha Agarwal, trading as *Chandi Poly Tubes*, with honest and *bona fide* intentions, conceived and adopted the Mark 'JINDAL' (word) for PVC pipes, bends and joints. Ms. Sudha Agarwal filed Trade Mark Application No. 1018169 for the Mark 'JINDAL' (word) with user claim from 01.04.2001, which subsequently attained registration, and the said Mark, along with the goodwill and reputation therein, was assigned in favour of Plaintiff No. 1. In 2003, Mr. Arvind Jindal, promoter and director of Plaintiff No. 1, adopted the device Mark 

, consisting of the word

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'JINDAL' inscribed in white on a green background, for HDPE pipes, MDPE pipes and PE pipes, and obtained registration under Trade Mark Application No. 1165594 with user claim from 06.01.2003. The said Mark, along with the goodwill and reputation therein, was assigned to Plaintiff No. 1 by an assignment deed dated 16.08.2021. Plaintiff No. 1 also adopted the label  in relation to its business.

5.3. Plaintiff No. 1 is the registered proprietor of the Mark 'JINDAL' (word) under Registration No. 1018169 in Class 17 for "*P.V.C Pipes, Bend and Joint Being Goods Included in Class 17 For Sale in Punjab, Haryana and Himachal Pradesh*", renewed up to 19.06.2031, and the device Mark  under Registration No. 1165594 in Class 17 for "*Hi - Density Poly Ethylene (HDPE) Pipes, Middle Density Poly Ethylene (MDPE) Pipes, Poly Ethylene (PE) Pipes*", limited to the colour green, renewed up to 10.01.2033 (collectively, "**Registered Marks**"). Notwithstanding the rectification petitions filed by a third party on 05.11.2022, which are pending before the Trade Marks Registry and are being contested by Plaintiff No. 1, the Registered Marks are valid, subsisting and in full legal force. The Plaintiffs have also filed Trade Mark Application Nos. 2081454, 1442541 and 1682943 in Classes 17 and 19 for the JINDAL Family of Marks, which are pending registration.

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5.4. Plaintiff No. 1 has been using the Mark ‘JINDAL’ (word) at least since the year 2001. Plaintiff No. 1 is part of the D.S. Jindal Group, which has a legacy spanning over five decades in Indian industry, and the Plaintiffs honestly and *bona fide* use the Mark ‘JINDAL’, which forms part of the family name. By virtue of use for about 25 years, the JINDAL Family of Marks have become well-reputed trade marks in the market of PVC pipes and non-metallic pipes and fittings, particularly in the plumbing sector.

5.5. The consolidated audited sales of the Plaintiffs under the JINDAL Family of Marks have grown from ₹76,57,000/- in the financial year 2003-04 to ₹45,26,71,000/- in the financial year 2024-25, and the business promotional expenses have grown from ₹2,76,000/- in the financial year 2003-04 to ₹1,33,78,000/- in the financial year 2024-25, as reflected in the certificates of the Chartered Accountant filed on record. The Plaintiffs have received several awards and the Plaintiffs’ Goods have been approved by several government bodies, including the Central Public Works Department, the Delhi Development Authority and the Airport Authority of India. The Plaintiffs maintain the websites https://jindaltubes.com, registered on 12.02.2003, https://www.jindalpvcpipes.com and https://www.jindal.co.in, and are active on various social media platforms.

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5.6. Defendant No. 1 has filed Trade Mark Application No. 4671927 for the Mark 'GROJINDAL with G and Device'  in Class 17 on 24.09.2020 on a 'proposed to be used' basis, which is under opposition, and Trade Mark Application No. 7576208 for the same Mark on 05.03.2026 in Class 17 for identical goods, with a claimed user date of 26.10.2020. In support of the claimed user, Defendant No. 1 has relied upon a few invoices, all of which are fabricated and forged. Even taking the claimed user to be true, the same is subsequent to the Plaintiffs' adoption and use by more than 19 years.

5.7. The *mala fides* of Defendant No. 1 is evident from the fact that, despite filing the Trade Mark Applications for 'GROJINDAL with G and Device', Defendant No. 1 is not using the said Mark in the course of trade. Instead, Defendant No. 1 is using the Mark  / , which bears an even closer resemblance to the JINDAL Family of Marks, inasmuch as the word 'JINDAL' is displayed in a larger, more prominent and distinctive manner, while the device is used in a significantly smaller and less prominent manner, thereby emphasising 'JINDAL' as the dominant and essential feature of the branding of Defendant No. 1.

5.8. The entire Mark of the Plaintiffs has been adopted and subsumed by Defendant No. 1 in the Impugned Mark. The adoption of the registered Mark 'JINDAL' with the mere addition of the prefix

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'GRO' is inconsequential and not enough to avoid infringement or confusion. The prefix 'GRO' is generic, non-distinctive, suggestive, laudatory or merely descriptive, evocative of growth or agricultural utility, particularly in relation to irrigation and PVC pipe products. The competing Marks are visually, structurally and phonetically similar, and the Impugned Mark is being used for identical goods, targeting the same class of consumers through the same trade channels. Hence, the triple identity test is satisfied.

5.9. Defendant No. 1 has neither disclosed nor substantiated any legitimate basis, association or justification for adopting the identical and dominant element 'JINDAL' as part of the Impugned Mark. No explanation has been provided by Defendant No. 1, either in its reply to the legal notice, in the opposition proceedings, or in the evidence filed in support of Trade Mark Application No. 4671927. Defendant No. 1, operating in the same trade and industry, was aware, or in any event ought to have been aware, of the prior adoption and use of the JINDAL Family of Marks by the Plaintiffs. The adoption of the Impugned Mark is, therefore, tainted with dishonesty from its very inception. The explanation that the prefix 'GRO' is derived from 'Goyal' is untenable, as a mark genuinely derived from 'Goyal' did not need to incorporate the registered Mark 'JINDAL' in its entirety.

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5.10. The Impugned Goods are availed by consumers of average intelligence and imperfect recollection, who are likely to be confused into believing that the Impugned Goods are connected with the Plaintiffs. The Plaintiffs have no control over the quality of the Impugned Goods, and any deficiency in the quality thereof would directly and adversely affect the goodwill and reputation of the Plaintiffs. Such injury to the goodwill and reputation of the Plaintiffs, and to the purchasing public, cannot be assessed, quantified or compensated in money.

5.11. This Court has the territorial jurisdiction to entertain the present Suit by virtue of Section 134 of the Trade Marks Act, 1999, as the Plaintiffs have their registered office at Moti Nagar, New Delhi, through which the Plaintiffs carry on their business within the territorial jurisdiction of this Court. The Plaintiffs also have a reasonable apprehension that the Impugned Goods are likely to be marketed, distributed, offered for sale and made available within the territorial jurisdiction of this Court through established trade channels. A plaintiff can institute a suit at the place where it carries on business, irrespective of the place where the cause of action has arisen. Reliance was placed on ***Indian Performing Rights Society Ltd. v. Sanjay Dalia***, (2015) 10 SCC 161 and ***Ultra Home Construction Pvt. Ltd. v. Purushottam Kumar Chaubey***, 2016 SCC OnLine Del 376 to submit that, even if the cause of action is confined to Punjab, this Court has the territorial jurisdiction, as the Plaintiffs have no subordinate

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office in Punjab. The Plaintiffs do not own, lease or occupy any premises in Punjab, do not employ any staff in Punjab and sell their goods in Punjab only through independent distributors on a buyer-seller basis. The Plaintiffs do not have any place of business at S.C.F. 69, Ground Floor, Royal Estate, Zirakpur, Punjab, and *M/s Jindal Tubes* operates in Punjab as an independent distributor on a principal-to-principal basis under a Distribution Agreement dated 02.07.2020, as also stated in the affidavit of its partner.

5.12. Reliance was placed on ***Renaissance Hotel Holdings Inc. v. B. Vijaya Sai***, (2022) 5 SCC 1 to submit that, where the defendant uses a mark identical with or similar to the registered trade mark in relation to similar goods, the Court need not enter into an enquiry as to whether the parties cater to different classes of customers, and an injunction would be issued as soon as it is proved that the defendant is improperly using the trade mark of the plaintiff. It was further submitted, relying on the same judgment, that the addition of a prefix to a registered trade mark does not take away the phonetic and visual similarity between the competing marks, and that, in cases of infringement of a trade mark, an injunction must normally follow and mere delay in bringing the action is not sufficient to defeat the grant of injunction.

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SUBMISSIONS ON BEHALF OF THE DEFENDANTS

6. Learned Counsel for Defendant No. 1 made the following submissions:

6.1. An interim injunction is a discretionary equitable relief that presupposes a court seized of territorial jurisdiction over the *lis*, and the objection to territorial jurisdiction ought to be considered first. On the Plaintiffs' own pleadings, the entire cause of action arose in Punjab, as the invoice relied upon by the Plaintiffs relates to a transaction from Sunam to Jalandhar, the market survey was conducted at Jalandhar and both the Defendants are situated in Punjab. The Plaintiffs themselves carry on business in Punjab, as Registration No. 1018169 is for sale in Punjab, Haryana and Himachal Pradesh, and the Plaintiffs carry on business at S.C.F. 69, Ground Floor, Royal Estate, Zirakpur, District S.A.S. Nagar, Punjab. Where the plaintiff carries on business in the State in which the entire cause of action has arisen, Section 134(2) of the Trade Marks Act, 1999 does not sustain a suit at the distant registered office. Reliance was placed on ***Indian Performing Rights Society Ltd.*** (*supra*) and ***Ultra Home Construction Pvt. Ltd.*** (*supra*) in support of this submission.

6.2. The documents filed by the Plaintiffs themselves disclose a business presence of the Plaintiffs in Punjab, including a listing on IndiaMART identifying premises of Plaintiff No. 1 at Village Sarmastpur, Jalandhar along with its manager, and an arrangement with *M/s Jindal Tubes* at Zirakpur bearing the

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attributes of an agency. The present case, therefore, falls within the scenario in ***Ultra Home Construction Pvt. Ltd.*** (*supra*) where both the subordinate office of the plaintiff and the cause of action are situated at the same place, and the Plaintiffs ought to have approached the competent court in Punjab.

6.3. The averment in the Plaint that the Impugned Goods are likely to be marketed in Delhi is a bare apprehension, which is speculative, unsupported and contradicted by the Plaintiffs' own averment that Defendant No. 1 has no online presence. Reliance was placed on ***Banyan Tree Holding (P) Ltd. v. A. Murali Krishna Reddy***, 2009 SCC OnLine Del 3780 to submit that territorial jurisdiction cannot be based on a mere apprehension, without any material showing that Defendant No. 1 has targeted the market in Delhi.

6.4. Reliance was placed on ***Asma Lateef v. Shabbir Ahmad***, (2024) 4 SCC 696 to submit that this Court must record a reasoned *prima facie* determination on territorial jurisdiction before granting any interim restraint, and on ***Allied Blenders & Distillers Pvt. Ltd. v. Prag Distillery Pvt. Ltd.***, 2017 SCC OnLine Del 7225 to submit that the averments in the Plaint are not presumed to be correct while deciding an application under Order XXXIX Rules 1 and 2 of the CPC. The Plaintiffs have given up the claim for passing off, as the additional forum under Section 134(2) of the Trade Marks Act, 1999 is not available for a claim of passing off and no part of the cause of action arose in

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Delhi. The claim of the Plaintiffs must, therefore, stand or fall strictly within the rights conferred by the Registered Marks.

6.5. The Plaintiffs, seeking the discretionary relief of an injunction, were bound to make full and frank disclosure of all material facts. The Plaint does not disclose that Registration No. 1018169, which is principally relied upon, bears an express territorial limitation confining it to Punjab, Haryana and Himachal Pradesh. The non-disclosure of the said limitation is a material circumstance weighing against the grant of discretionary relief.

6.6. The Plaintiffs obtained exemption from pre-institution mediation on the footing that the Suit contemplated urgent interim relief, yet at the time of institution sought leave to deposit the requisite court fee within seven days. A party genuinely apprehending imminent and irreparable injury does not approach the Court without the requisite court fee and seek time to pay it.

6.7. The Plaintiffs have no *prima facie* case, as no infringement of Registration No. 1018169 lies within Delhi, the said registration being confined to sale in Punjab, Haryana and Himachal Pradesh. 'JINDAL' is a common surname, and the honest use by Defendant No. 1 of the composite Mark 'GROJINDAL', the element 'GRO' being derived from the trade name of Defendant No. 1, *i.e.*, Goyal, is protected under Section 35 of the Trade Marks Act, 1999. The Plaintiffs do not enjoy any exclusive right in the common surname 'JINDAL' capable of restraining the

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bona fide use of ‘GROJINDAL’ by Defendant No. 1. ‘JINDAL’ is also the maternal family surname of the proprietor of Defendant No. 1, and several independent corporate groups use ‘JINDAL’ marks for pipes and tubes.

6.8. The competing Marks, compared as wholes, are not deceptively similar. The composite Mark ‘GROJINDAL’ of Defendant No. 1, with its distinct stylised ‘G’ device, conveys a commercial impression different from the green oval ‘JINDAL’ device of the Plaintiffs. The use by Defendant No. 1 is honest and *bona fide*. Defendant No. 1 denies the use of the other representations attributed to it by the Plaintiffs on the basis of the material collected by the investigator, and has always used only the ‘G’ device containing the expression ‘GROJINDAL’.

6.9. The registrations relied upon by the Plaintiffs are the subject of rectification proceedings filed on 05.11.2022, as admitted in the Plaint. While the pendency of the rectification proceedings does not by itself extinguish the Registered Marks, it is a relevant circumstance bearing upon the strength and clarity of the Plaintiffs’ *prima facie* case. Registration No. 1018169 is restricted to PVC pipes, bends and joints for sale in Punjab, Haryana and Himachal Pradesh, and Registration No. 1165594 is a device registration for HDPE pipes, MDPE pipes and PE pipes, limited to the colour green, which was assigned to Plaintiff No. 1 only on 16.08.2021, after Defendant No. 1 had filed its Trade Mark Applications. Reliance was placed on ***Amir Biri***

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Factory v. Mohd. Aslam, 2024 SCC OnLine Cal 425 to submit that a territorially restricted registration cannot be enforced beyond the territory for which it was granted, and on ***Nandhini Deluxe v. Karnataka Co-operative Milk Producers Federation Ltd.***, (2018) 9 SCC 183 to submit that a registration for particular goods does not confer a monopoly over all goods falling in the same class.

6.10. The balance of convenience lies against the grant of injunction. Defendant No. 1 is an established sole proprietor carrying on a going business under the Mark 'GROJINDAL' since 2020. An injunction would bring an established and ongoing business to a halt, whereas the continuation of the *status quo* pending trial would occasion no comparable prejudice to the Plaintiffs. In the alternative, Defendant No. 1 offered to use 'GROJINDAL' only as a single word in uniform font, size and colour, along with the 'G' device and the legend "*Manufactured by: M/s Goyal Polymers, Sunam (Punjab)*", without displaying 'JINDAL' separately or within an oval, and to maintain accounts of its sales pending trial.

6.11. The Plaintiffs will suffer no irreparable injury, as the Plaintiffs have themselves quantified their claim for damages at ₹2,00,05,000/- and have sought rendition of accounts. Reliance was placed on ***Wander Ltd. v. Antox India (P) Ltd.***, 1990 Supp SCC 727 to submit that, where a party itself pleads and quantifies its loss in money, its assertion that the loss is incapable of monetary assessment is materially weakened.

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6.12. The chronology disclosed in the Plaint raises a serious question as to delay and the absence of true urgency, as the Trade Mark Application of Defendant No. 1 has been a matter of public record since 2020, while the Plaintiffs plead discovery of the Impugned Mark only in late February 2026.

6.13. The relief sought, if granted, would substantially alter the existing commercial position of the Parties and displace the established Mark of Defendant No. 1 before any trial on the merits. Such relief calls for exceptional caution, more so where the jurisdiction of the Court to entertain the Suit is in issue.

ANALYSIS AND FINDINGS

7. Defendant No. 1 has raised a preliminary objection with respect to the territorial jurisdiction of this Court. Defendant No. 1 has also filed I.A. 17879/2026 under Order VII Rule 10 of the CPC, seeking return of the Plaint on the ground of lack of territorial jurisdiction, and I.A. 18248/2026 under Order VII Rule 11 of the CPC, seeking rejection of the Plaint. By the order dated 15.10.2026, the Plaintiffs have been granted time to file a consolidated Reply to these Applications, and the pleadings therein are yet to be completed. Defendant No. 1 relying on ***Asma Lateef*** (*supra*), has contended that a *prima facie* determination on territorial jurisdiction is required to be made before any interim relief is granted.

8. Accordingly, for the purpose of the present Application, it is required to be examined if *prima facie* territorial jurisdiction to entertain the present Suit has been made out.

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9. Section 134(2) of the Trade Marks Act, 1999 provides an additional forum to the plaintiff in a suit for infringement of a registered trade mark, by enabling the suit to be instituted before a court within the local limits of whose jurisdiction the plaintiff actually and voluntarily resides or carries on business or personally works for gain. The Plaintiffs have pleaded that the Plaintiffs have their registered office at Moti Nagar, New Delhi, through which the Plaintiffs carry on business, and have placed on record the records maintained by the Ministry of Corporate Affairs with respect to Plaintiff No. 1 and Plaintiff No. 2. The Plaintiffs have not pressed the claim for passing off and have confined the present Suit to infringement of the Registered Marks. The question of territorial jurisdiction is, therefore, required to be examined under Section 134(2) of the Trade Marks Act, 1999, which is available for a suit for infringement. The contention of Defendant No. 1 that the claim for passing off was given up for retaining the jurisdiction of this Court, does not affect the availability of Section 134(2) of the Trade Marks Act, 1999 for the claim of infringement.

10. Defendant No. 1 has relied on ***Indian Performing Rights Society Ltd.*** (*supra*) and ***Ultra Home Construction Pvt. Ltd.*** (*supra*) to contend that where the plaintiff carries on business through a subordinate office at the place where the cause of action has arisen, the plaintiff cannot invoke Section 134(2) of the Trade Marks Act, 1999 to sue at the place of its principal office. The said submission would arise for consideration only if the Plaintiffs are shown to carry on business through a subordinate office or place of business in Punjab. Defendant No. 1 has asserted that the Plaintiffs carry on business at S.C.F. 69, Ground Floor, Royal Estate, Zirakpur, Punjab. The affidavit filed by Defendant

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No. 1 in support of the Reply, however, records that this averment is based on information received by Defendant No. 1, and no material has been placed on record to show that the said premises is a place of business of the Plaintiffs.

11. The territorial limitation in Registration No. 1018169 relates to the scope of the said registration and does not, by itself, establish that the Plaintiffs carry on business through a subordinate office in Punjab. The Plaintiffs have denied having any place of business at the said premises and have stated that *M/s Jindal Tubes* is an independent distributor operating in Punjab on a principal-to-principal basis under a Distribution Agreement dated 02.07.2020. The sale of goods through an independent distributor does not, *prima facie*, amount to the Plaintiffs carrying on business through a subordinate office in Punjab. Similarly, the listing on IndiaMART relied upon by Defendant No. 1, being a listing on an online marketplace, does not, by itself, *prima facie* establish that the Plaintiffs carry on business through a subordinate office at Jalandhar.

12. As the jurisdiction of this Court is invoked on the basis of the place where the Plaintiffs carry on business under Section 134(2) of the Trade Marks Act, 1999, the submission of Defendant No. 1 with respect to the apprehension pleaded in the Plaint that the Impugned Goods are likely to be sold in Delhi, need not be examined at this stage. Accordingly, this Court is *prima facie* of the view that it has the territorial jurisdiction to entertain the present Suit. This finding is confined to the adjudication of the present Application and shall not prejudice the consideration of I.A. 17879/2026 and I.A. 18248/2026, which shall be decided on their own merits.

13. Plaintiff No. 1 is the registered proprietor of the Mark ‘JINDAL’ (word) under Registration No. 1018169 in Class 17 for PVC pipes, bends and

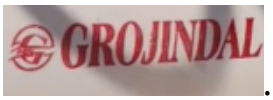
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joints, with user claim from 01.04.2001, and the device Mark  under Registration No. 1165594 in Class 17 for HDPE pipes, MDPE pipes and PE pipes, with user claim from 06.01.2003. Both the Registered Marks have been renewed and are subsisting. In terms of Section 31(1) of the Trade Marks Act, 1999, the registration of a trade mark is *prima facie* evidence of its validity. Defendant No. 1 has itself accepted that the pendency of the rectification proceedings filed by a third party does not, by itself, extinguish the Registered Marks. The pendency of the rectification proceedings does not, at this stage, take away from the rights of Plaintiff No. 1 under the Registered Marks.

14. The contention of Defendant No. 1 that the Plaintiffs did not disclose the territorial limitation in Registration No. 1018169 is not borne out from the record, as the table at paragraph 11 of the Plaint sets out the specification of goods under the said registration as including the words "*For Sale in Punjab, Haryana and Himachal Pradesh*". The contention that no infringement of the said registration lies within Delhi also does not advance the case of Defendant No. 1. On the own showing of Defendant No. 1, the Impugned Goods are manufactured at Sunam and sold at Jalandhar, both of which are situated in Punjab and fall within the territory covered by the said registration. Further, Registration No. 1165594 does not contain any territorial limitation.

15. The Impugned Mark 'GROJINDAL' / 'GRO JINDAL' incorporates the Mark 'JINDAL' of the Plaintiffs in its entirety, with the addition of the prefix 'GRO'. The photographs of the Impugned Goods placed on record by the Plaintiffs depict the Impugned Mark as , with the word 'JINDAL' in large letters within an oval and the word 'GRO' in smaller letters

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above it, and as . The photographs placed on record by Defendant No. 1, depicting the Mark claimed to be actually adopted and used by it, show the device , which also contains the expression 'GROJINDAL'. Defendant No. 1 has, in its Reply, also stated that it is carrying on business under the Mark 'GROJINDAL' since 2020. Even on the denial by Defendant No. 1 of the use of the other representations attributed to it, the Mark used by it contains the expression 'GROJINDAL', which incorporates the Mark 'JINDAL' in its entirety.

16. When the competing Marks are compared as a whole, the word 'JINDAL' is the dominant and essential feature of the Impugned Mark, both visually and phonetically. The addition of the prefix 'GRO' does not alter the overall commercial impression created by the Impugned Mark, which remains that of the Mark 'JINDAL'. Section 29(9) of the Trade Marks Act, 1999 provides that, where the distinctive elements of a registered trade mark consist of or include words, the trade mark may be infringed by the spoken use of those words as well as by their visual representation. In ***Renaissance Hotel Holdings Inc.*** (*supra*), the mark 'SAI RENAISSANCE', which added a prefix to the registered trade mark 'RENAISSANCE', was held to be phonetically as well as visually similar to the registered trade mark, and its use was held to be an act of infringement in view of Section 29(9) of the Trade Marks Act, 1999. Similarly, the use of 'GROJINDAL' / 'GRO JINDAL', including within the stylised 'G' device relied upon by Defendant No. 1, is phonetically as well as visually similar to the Mark 'JINDAL' of the Plaintiffs.

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17. The Impugned Goods, being PVC pipes and fittings, are identical to the goods for which the Registered Marks are registered and used and are sold to the same class of consumers through the same trade channels, namely, distributors of pipes and fittings. Having regard to the similarity between the competing Marks and the identity of the goods, there is a likelihood of confusion on the part of a consumer of average intelligence and imperfect recollection, who is likely to assume that the Impugned Goods originate from or are associated with the Plaintiffs.

18. In ***Renaissance Hotel Holdings Inc.*** (*supra*), it was held that, where the defendant was using a mark identical with or similar to the registered trade mark in relation to similar goods, it was not open to the Court to enter into a discussion as to whether the parties catered to different classes of customers, and that, in an action for infringement, an injunction would be issued as soon as it is proved that the defendant is improperly using the trade mark of the plaintiff. The Plaintiffs have, therefore, *prima facie* established infringement of the Registered Marks under Sections 29(2)(b) and 29(9) of the Trade Marks Act, 1999.

19. Defendant No. 1 has sought to justify the adoption of the Impugned Mark on the basis of Section 35 of the Trade Marks Act, 1999. Section 35 protects only the *bona fide* use by a person of their own name, the name of their place of business, or the name of any of their predecessors in business, or of a *bona fide* description of the character or quality of their goods or services.

20. The proprietor of Defendant No. 1 is Mr. Baldev Krishan, son of Mr. Satpal Goyal, who carries on business under the name of *M/s Goyal Polymers*.

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Defendant No. 1 has sought to explain only the element 'GRO' as being derived from 'Goyal', which *prima facie* does not inspire confidence. In any case, no explanation has been offered for the adoption of the word 'JINDAL', which is neither the name of the proprietor of Defendant No. 1 nor the name of its place of business nor the name of any of its predecessors in business. The contention that 'JINDAL' is the maternal family surname of the proprietor of Defendant No. 1 was not taken in the Reply to the present Application and is not supported by any material on record. In any event, 'JINDAL' is not the name of the proprietor of Defendant No. 1. The alleged use of 'JINDAL' by other entities also does not, *prima facie*, justify the adoption of the word 'JINDAL' by Defendant No. 1 for identical goods.

21. The Plaintiffs have *prima facie* established the use of the Mark 'JINDAL' since the year 2001. Trade Mark Application No. 4671927 of Defendant No. 1 was filed on 24.09.2020 on a 'proposed to be used' basis, and Trade Mark Application No. 7576208 claims user only from 26.10.2020, which is nearly two decades after the adoption of the Mark 'JINDAL' by the Plaintiffs. Defendant No. 1, being engaged in the same trade, has not offered any explanation for adopting the word 'JINDAL', which is the dominant feature of the Impugned Mark. In these circumstances, the adoption of the Impugned Mark by Defendant No. 1 cannot, *prima facie*, be said to be honest or *bona fide*.

22. The contention of Defendant No. 1 regarding delay is also untenable. Trade Mark Application No. 4671927 was filed on a 'proposed to be used' basis, and the filing of such an application does not, by itself, establish that the Plaintiffs had knowledge of the use of the Impugned Mark in the market. The Plaintiffs have

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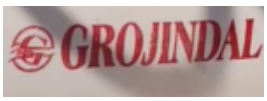
pleaded that they became aware of the Impugned Goods in the last week of February 2026, and the Plaintiffs issued the legal notice dated 12.03.2026 and instituted the present Suit thereafter.

23. The contention of Defendant No. 1 that the urgency claimed by the Plaintiffs is not genuine, as the Plaintiffs sought time to deposit the court fee, is also misplaced. By the order dated 29.05.2026, the Plaintiffs were permitted to deposit the requisite court fee by 30.05.2026, and the court fee was deposited accordingly. Seeking a short time to deposit the court fee does not take away from the urgency of the relief sought against the continued use of the Impugned Mark.

24. The balance of convenience lies in favour of the Plaintiffs, who have been using the Mark 'JINDAL' since the year 2001, with sales of ₹45,26,71,000/- in the financial year 2024-25. Defendant No. 1 has not placed any material on record to show the extent of its business under the Impugned Mark. Defendant No. 1 would remain free to carry on its business under any other mark which is not identical with or deceptively similar to the Registered Marks. The continued use of the Impugned Mark, in respect of which the Plaintiffs have no control over the quality of the Impugned Goods, would cause injury to the goodwill and reputation of the Plaintiffs which cannot be adequately compensated in damages. The quantification of damages in the Plaint is for the purposes of court fee and jurisdiction and does not render such injury compensable in money. The alternative proposal of Defendant No. 1 to use 'GROJINDAL' as a single word along with the 'G' device and to maintain accounts of its sales cannot be accepted, as the use of 'GROJINDAL' itself has been found to *prima facie* infringe the Registered Marks.

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25. In view of the foregoing discussion, the Plaintiffs have made out a *prima facie* case for the grant of an interim injunction, the balance of convenience lies in favour of the Plaintiffs and the Plaintiffs would suffer irreparable injury if the interim injunction is not granted.

26. Accordingly, the present Application is allowed. During the pendency of the present Suit, the Defendants, their proprietors, partners or directors, as the case may be, officers, servants, agents and all others acting for and on their behalf are restrained from manufacturing, selling, offering for sale, exporting, advertising, marketing or in any manner using, directly or indirectly, the Impugned Mark 'GROJINDAL' / 'GRO JINDAL' /  /  / , or any other mark which is identical with or deceptively similar to the Registered Marks, amounting to infringement of the Registered Marks, in relation to MLC pipes and fittings, PVC pipes and fittings, UPVC pipes and fittings, CPVC pipes and fittings, CPVC rigid pipes and fittings, HDPE pipes and fittings, MDPE pipes and fittings, PE pipes and fittings, PPR-C pipes and fittings, or any allied and cognate goods.

27. The observations made in the Judgment are confined to the adjudication of the present Application and shall not be construed as an expression of opinion on the merits of the Suit or of the other pending Applications.

TEJAS KARIA, J

NOVEMBER 6, 2026
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