



2025:DHC:8248-DB



§~4

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI*****Date of decision: 17.09.2025***

+ FAO (COMM) 130/2023 & CM APPL. 32196/2023  
JAIN SHIKANJI PRIVATE LIMITED .....Appellant  
Through: Mr.Vipin Rana, Mr.K. S.  
Verma, Ms.Ritu, Mr.Vinay  
Panwar, Mr.B. L. Gupta and  
Mr.Vishu Gupta, Advs.

versus

SATISH KUMAR JAIN .....Respondent  
Through: Mr.Gaurav Barathi, Adv.

**CORAM:**  
**HON'BLE MR. JUSTICE NAVIN CHAWLA**  
**HON'BLE MS. JUSTICE MADHU JAIN**

**NAVIN CHAWLA, J. (ORAL)**

1. This appeal has been filed by the appellant challenging the Order dated 03.06.2023 passed by the learned District Judge (Commercial Court-01) East District, Karkardooma Courts, Delhi (hereinafter referred to as the, 'Trial Court') in CS (COMM) No. 171/2021, titled *Satish Kumar Jain v. Jain Shikanji Pvt. Ltd.*, on an application filed by the respondent under Order XXXIX Rule 2A of the Civil Procedure Code, 1908 (in short, 'CPC') and finding the appellant guilty of wilful disobedience of the Order of *ad-interim* injunction dated 05.11.2022, and visiting one of the Directors of the appellant namely, Mr. Anubhav Jain to civil imprisonment for a period of eight weeks. He was directed to surrender before the Court



within 15 days of passing of the said Order.

2. When the appeal came to be listed before this Court, by the Order dated 12.06.2023, this Court stayed only the direction of the learned Trial Court with respect to surrender of Mr. Anubhav Jain. The other directions of the learned Trial Court were, therefore, to continue to operate.

3. The above order had been passed by this Court in view of the affidavit filed by Mr. Anubhav Jain in Court, the operative part of which was re-produced by this Court in its Order dated 12.06.2023, and we shall also do so today as well, as under:

*“2. I say that in compliance with the order dated 05.11.2022, the Deponent, Petitioner herein, undertake that Jain Shikanji Private Limited shall, through its Directors, Agents, Distributors, Employees, or any other person claiming under them or through them, restrain from selling, offering for sale any goods, advertising or promoting any product under the trademark ‘Jain Shikanji/Jain Shikanji Restaurant/Jain Asli’ or any other trademark which is similar or deceptively similar to the trademark of the Respondent/ Plaintiff namely ‘Jain Shikanji’ which may amount to infringement of trademark of the Respondent/Plaintiff.”*

4. The affidavit further states that the business under the trademark “Jain Asli Shikanji” was being conducted by an entity under the name of ‘Sangria Beverages’ from where Mr. Anubhav Jain, his brother, Mr. Vaibhav Jain, and his father, Mr. Pradeep Jain, have voluntarily retired *vide* Admission-cum-Retirement Deed of Partnership dated 03.06.2023 and are not involved in any operation of the same.



2025:DHC:8248-DB



5. It was further stated that all references to the trademark “Jain Shikanji/Jain Shikanji Restaurant/Jain Asli” or any other similar trade name/trademark/word mark/service mark available online and on third-party websites have been removed to the best of all references of the deponent.

6. The appellant, through Mr. Anubhav Jain, further undertook not to use the said trademarks or any material bearing the same. It was further stated that the corporate name of the appellant has been changed to “Hawa Hawaii Shikanji Restaurant Private Limited”.

7. The respondent, however, complained that the above statement was false as would be evident from the fact that the appellant continues to file its GST returns under the name of “Jain Shikanji Private Limited” and also operates a bank account with the ICICI bank account with the same name.

8. On this complaint, the learned Trial Court, on 13.08.2024, recorded the statement of Mr. Anubhav Jain that the said bank account shall also be closed within 7 days. Therefore, inspite of the undertaking submitted to this Court on 12.06.2023, the appellant, through Mr. Anubhav Jain, continued to operate with the same corporate name by maintaining its bank account in that name till at least 13.08.2024, that is, a period of more than one year from the undertaking.

9. The respondent further complained that even this undertaking was not complied with as would be evident from the fact that for its UPI account, the same corporate name, that is, “Jain Shikanji Private Limited”, even now continues to be used by the appellant.



10. The respondent also produced before us the bottles of the beverage containing the mark “Pradeep Jain Shikanji”, which was being manufactured by ‘Hawa Hawaii Restaurant Private Limited’.

11. On the above, this Court, by its Order dated 26.08.2025, directed the appellant to file an affidavit disclosing the latest label presently being used by it for its products along with proof of its statement that it had changed the name in its bank account. The appellant was further directed to disclose whether it continues to maintain any bank account in the name of or which bears the mark “Jain Shikanji”. The appellant was also directed to ensure that even for UPI payment, it immediately ceases to use the mark “Jain Shikanji”.

12. The appellant has filed an affidavit dated 05.09.2025 in compliance with the above direction, wherein it is stated as under:

*“2. I say that in compliance to Order dated 26.08.2025, the Deponent Appellant herein states that the Deponent is using trademark Hawa Hawaii (Word) for its products/service. The Deponent has already changed its company name from Jain Shikanji Private Limited to Hawa Hawaii Shikanji Private Limited vide SRN No. AA989163 I dated 22.08.2024*

*3. I say that Appellant Deponent herein is not maintaining any bank account in the name of Jain Shikanji. The Deponent herein maintaining bank account on the name of Hawa Hawaii Shikanji Private Limited.*

*4. I say that Appellant Deponent herein has already processed the request with UPI (Paytm) for change of business name which was leftover inadvertently.”*

13. The learned counsel for the appellant submits that he has also



2025:DHC:8248-DB



filed further documents on 16.09.2025, the same are not on record. The learned counsel for the appellant has handed over the same to us. The same are taken on record.

14. The additional documents show and it is now admitted by the learned counsel for the appellant, on instructions from Mr. Anubhav Jain who is present in Court, that for the first time, the request for the change of name to the UPI service provider, that it, PAYTM, was made by the appellant only on 05.09.2025, that is, post our Order dated 26.08.2025. For all this period, the appellant, therefore, blatantly and without any regret continued to violate not only the *interim* orders but also the repeated undertakings given to this Court, by transacting and accepting payments in the name of “Jain Shikanji Private Limited”. It is only when the respondent complained of the same, that the appellant hurriedly has moved to get the name changed with the UPI service provider, which request as of now been accepted by the UPI service provider, as claimed by the appellant.

15. The appellant, in the additional affidavit, did not, however, disclose the new packaging as was directed by this Court in its Order dated 26.08.2025. Today, an oral submission is being made that, in fact, the appellant does not manufacture any product. This is contrary to the affidavit dated 05.09.2025 which states that the appellant “*is using trademark Hawa Hawai (Word) for its products/service*”.

16. Interestingly, there is not even a denial of the product that was shown by the learned counsel for the respondent on 26.08.2025, which bears the mark “Pradeep Jain Shikanji”. The said bottle bears the manufacture date of 23.08.2024 which shows that the said product



2025:DHC:8248-DB



continued to be manufactured in the name of Pradeep Jain Shikanji by Hawa Hawaii Restaurant Private Limited.

17. The learned counsel for the respondent submits that, in fact, on the bottle, the trademark of “Hawa Hawaii” which is appearing, is the the registered trademark of Mr. Anubhav Jain himself. He submits that “Hawa Hawaii Restaurant Private Limited” and “Hawa Hawaii Shikanji Private Limited” are also interrelated with each other and are all companies controlled by Mr. Anubhav Jain.

18. What is more shocking is that today the learned counsel for the respondent produces before us a product with the mark “Pradeep Jain Shikanji”, again bearing the same trademark “Hawa Hawaii”, but claiming to be manufactured by “Sangria Beverages” with the manufacturing date of 03.09.2025.

19. From the above, it is very evident that the appellant and Mr. Anubhav Jain continue to violate the Order passed by the learned Trial Court as also the undertakings given to this Court, with impunity and without any regret. The violation is wilful and, in fact, there is a repeated attempt to mislead this Court by filing false affidavits and undertakings without any intent to abide by the same.

20. In the above circumstances, we vacate the *interim* order granted in favour of the appellant on 12.06.2023. Mr. Anubhav Jain shall surrender to the learned Trial Court by 19.09.2025, and the punishment awarded by the learned Trial Court by its Impugned Order dated 03.06.2023 shall be given effect to.

21. We re-iterate that the remaining directions of the learned Trial Court in its Order dated 03.06.2023 shall also remain operative.



2025:DHC:8248-DB



22. In fact, as the appellant has been found to be in repeated violation of the Court orders, and as the appellant instead of purging the contempt, has compounded the same by committing further contempt during the pendency of the present appeal, the present appeal deserves to be dismissed.

23. According, the appeal is dismissed. The pending applications are disposed of as infructuous.

24. A copy of this Order be transmitted to the learned Trial Court through special messenger and be given *dasti* to the learned counsels for the parties under the signatures of the Court Master for ensuring compliance.

**NAVIN CHAWLA, J**

**MADHU JAIN, J**

**SEPTEMBER 17, 2025/sg/ik**