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

Date of Decision: 5th November, 2026
Uploaded on : 10th November, 2026

\# **CNR No. DLHC010538082026**

\+ **FAO (COMM) 334/2026, CM APPL. 77450/2026, CM APPL. 77451/2026, CM APPL. 77452/2026 & CM APPL. 77453/2026**
INDIAMART INTERMESH LIMITED .....Appellant

Through: Mr Naman Joshi and Ms. Priya Goyal, Adv. (M: 9953785515)

versus

RAM AVTAR CHAMRIA & ORS. .....Respondents
Through: None.

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE DINESH BHATT

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.

2. The present appeal has been filed by the Appellant-IndiaMart Intermesh Ltd. under Section 37(1)(b) of the Arbitration and Conciliation Act, 1996 (hereinafter '*the Act*') read with Section 13(1A) of the Commercial Courts Act, 2015 against the impugned order dated 16th September, 2026 passed by the ld. District Judge, Dwarka Courts, New Delhi in ***OMP(I)COMM) No. 2856/2026*** titled ***Ram Avtar Chamria & Anr. vs. Sh. Kamal Kumar Chamria & Ors.***

3. The background of the matter is that a petition under Section 9 of the Act (hereinafter '*Petition*') was filed by Mr. Ram Avtar Chamria and Mr. Rakesh Chamria against Mr. Kamal Kumar Chamria, one of the brothers and

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various other e-commerce companies.

4. The allegation in the Petition was that there was a family settlement executed on 24th January, 1998 between the family members and that Mr. Kamal Kumar Chamria was violating the said settlement by offering products on e-commerce platforms.

5. In the said Petition, the conclusion of the Commercial Court *vide* the impugned order is as under:

> *"27.In view of above discussions, the petition under Section 9 of the Arbitration and Conciliation Act, 1996 is partly allowed and the respondent no. 1 is restrained from acting personally or through his agents, representatives, employees, family members, proprietorship concerns, companies or entities under his control, including VNG Chamria Ayurved Lab Pvt. Ltd and Surya Reliable, during the pendency of the arbitral proceedings, from manufacturing, marketing, selling, dispatching or supplying the products covered by the Family Deed dated 24.01.1998, bearing the disputed family name/trade marks, within the territories of Delhi, Haryana, Punjab, Himachal Pradesh, Jammu & Kashmir, Uttar Pradesh and Chandigarh, contrary to the territorial arrangement contained in the said Family Deed. The Respondent No.1 is further restrained from accepting or fulfilling online orders for such products where the delivery address falls within the aforesaid territories.*
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> *28.Respondent Nos.2 to 3& 6 shall, to the extent technically feasible and subject to their applicable procedures, take reasonable steps, upon receipt of the requisite particulars/product identification from the petitioners, to prevent or disable delivery/ fulfillment of the identified products of respondent No.1 to addresses falling within the aforesaid territories.*
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> *29.It is submitted on behalf of respondent no.5*

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IndiaMART Intermesh Limited that it functions as a neutral intermediary offering listing services, not as an ecommerce operator. As such, it is directed that IndiaMART must promptly remove all infringing listings upon receiving notice and follow effective due diligence mechanisms.

30. The present order shall not be construed as directing blanket delisting of the entire product catalogue/storefront of respondent No.1, nor as a final finding regarding the ownership, validity or infringement of any trademark.

31. The petitioners shall commence the arbitral proceedings within the period prescribed under Section 9(2) of the Arbitration and Conciliation Act, 1996.

32. The observations made in this order are for the limited purpose of deciding the present petition under Section 9 Arbitration and Conciliation Act, 1996 and shall not prejudice the parties in the arbitral proceedings or in any other proceedings concerning the subject matter.
Application stands disposed of accordingly."

6. As can be seen from the above order, the Commercial Court had actually granted an injunction in favour of the Petitioners/Respondent herein *vide* the impugned order and had directed Mr. Kamal Kumar Chamria to abide by the family settlement during the pendency of the arbitral proceedings.

7. The Commercial Court had rendered the following findings:

"10. The petitioners have further placed on record material relating to the online presence of the products, including listings on Amazon and Flipkart, B2B listings on IndiaMART, Tradelndia and Shopsy and social-media promotion. The documents specifically refer to Amazon/Flipkart listings, including ASINs B096BFJQ5V and B0DSM LSCV9, besides other

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product listings. On the basis of these alleged acts that the petitioners contend that respondent No.I is continuing to violate the territorial restrictions contained in the Family Deed and that immediate interim protection is necessary pending commencement and conclusion of arbitral proceedings.

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15. The documents filed on record refers to a tax invoice dated 15.04.2023 issued by Surya Reliable to Sabar Traders, Uttam Nagar, Delhi. Another invoice dated 17.02.2024 has also been relied upon. The prima facie material indicating that products connected with respondent No.l's business were supplied to a trader located in Delhi, which falls within the territory claimedby the petitioners. The petitioners have also produced online material showing product listings on Amazon and Flipkart and B2B listings on lndiaMART, Tradelndia and Shopsy.

16.At this stage, this Court is not required to determine whether each individual online listing necessarily resulted in an actual sale or delivery into a petitioners' territory.

17.In the present case, the petitioners are not seeking a final declaration regarding ownership of the trademarks or a final adjudication of infringement. Their immediate grievance is that respondent No.I should not be permitted to continue conduct which, prima facie, is contrary to the territorial arrangement recorded in the Family Deed while the arbitral dispute is pending and such a protection would preserve the existing contractual arrangement rather than finally determine the rights of either party.

18.The interim restraint sought against respondent no.I

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does not prevent him from carrying on his business altogether. It merely requires him to abide, during the interim period, by the territorial arrangement which the parties had reduced into writing.

19.If the sale is permitted to be continued in the petitioners' territory, the petitioners shall suffer dilution of their market and there would be a question of loss of goodwill and erosion of an agreed territorial market which would be become difficult to quantify with precision after the event.

22.Hon'ble Delhi High Court in Rajeev Behl v. Bhupesh Kumar Dhingra & Ors., 2026 sec OnLine Del 4950, has held that Section 9 does not expressly restrict every protective order to parties to the arbitration agreement. It has been held that:

53. Law in this regard is very clear that the scope of power of a Court under Section 9 of the Arbitration Act is not limited to parties to an arbitration agreement. The Court has the authority to issue interim directions even against a third party. The Courts have recognised time and again that the purpose of Section 9 of the Arbitration Act is to aid arbitration between the parties. The interim orders passed by the Court are with regard to subject matter of arbitration and thus, while exercising power under Section 9 of the Arbitration Act; relevant directions can also be passed against a non-signatory to the arbitration agreement

23.In the above noted case, the Hon'ble Court also emphasised that relief directed specifically against a third party must be exercised sparingly and must remain connected with the subject matter of the arbitration.

24.In view of the above discussions, a direction for complete delisting of all products from all platforms

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would, at this stage, be disproportionate. It may also affect products, territories and transactions which may ultimately be found to be permissible.

25. Thus, it would be appropriate to direct respondents no.2 to 6, subject to their technical capability and applicable law, to take reasonable steps to prevent/disable delivery of the identified products of respondent No.1 to addresses falling within the petitioners' protected territories, rather than directing a blanket delisting."

8. As a consequential order, the following e-commerce platforms have been directed to take reasonable steps to remove the infringing listings:

(i) Amazon Seller Services Pvt. Ltd.

(ii) Flipkart Internet Pvt. Ltd.

(iii) Shopsy Private Limited

(iv) Indiamart Intermesh Limited

(v) Infocom Network Limited (TradeIndia)

9. Presently, this Court is not concerned with the merits of the injunction granted *vide* the impugned order.

10. The challenge to the Petition by the Appellant, is that an undue burden has been imposed upon IndiaMart to take down all infringing listings without any identification of the URLs and the specific products, etc.

11. The submission of Mr. Joshi, ld. Counsel for the Appellant is that the Appellant cannot be imposed with such a burden without any proper clarity as the Court has not directed delisting of the entire product catalogue of Mr. Kamal Kumar Chamria but only the infringing listings.

12. The grievance of the Appellant, who is running an e-commerce/ a listing platform, is that the proper identification of the URLs ought to be there

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so that it can give effect to the impugned order.

13. Heard. In the opinion of this Court, the Appellant would not be entitled to make any submissions on the merits of the injunction. The only role of Appellant would be to remove and delist the infringing listings.

14. In ***Metro Shoes Ltd. v. Tolexo Online (P) Ltd., 2016 SCC OnLine Bom 9998*** a ld. Single Judge of the Bombay High Court, under similar circumstances had directed as follows –

> ***"2.*** *The defendants have filed an Affidavit in Reply. In this, they make it clear that they are not purporting to use the mark in question. They do not manufacture goods. They do not use that mark as a trade mark or otherwise. Their role is that of an intermediary or a portal. That is their limited involvement. Third party vendors put their products for display of availability on the defendants' website. When orders are placed, these are done directly by end-users with the vendors in question. The defendants thus only facilitate commercial transactions.*
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> ***3.*** *As far as this particular mark is concerned, i.e.,* ***METRO*** *used in relation to safety shoes, the defendants state that the mark and products are no longer being shown on their web portal and website. The defendants will within two weeks from the date of this order provide the advocates for the plaintiffs with the contact details of the vendor, person or entity that had placed the suit products and marks on the defendants' website.*
>
> ***4.*** *These statements are all noted and accepted.*
>
> ***5.*** *For future, the defendants make it clear that they are unable to censor or police the portal and cannot give any undertaking or commitment to remove all marks bearing the word* ***METRO****. However, if the plaintiffs or their advocates communicate with the defendants or their advocates, the contact details of the particular vendor in question will be furnished to the plaintiffs' advocates within seven working days of the demand*

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being received. It will then be for the plaintiffs to obtain suitable orders against the vendor directly, it being made clear that the present defendants carry no liability for actual use or deployment of the mark.

6. *The notice of motion is disposed of in these terms against these defendants. Liberty to the plaintiffs to file a fresh notice of motion against the actual vendor of the mark once the information is received and once the plaint is amended."*

15. In ***Happi Planet Eco Products (P) Ltd. v. Ravi Malani Trading As Febway India, 2026 SCC OnLine Del 351*** the Court had directed as follows while granting a dynamic injunction–

"17. *Predicated on the above, the following directions are necessitated:*

a. The defendant nos. 1 to 7 and all persons acting for or on their behalf are restrained from using in any manner plaintiff's well-known brand trademarks "Happi Planet" and the distinctive packaging/proprietary trade dress, details of which are provided in para 15(a) of the plaint suit, including inter alia HAPPY PLANET,   *HIPIPA PLANET et al, and/or plaintiff's copyright in the artistic work, packaging and trade dress, details of which are provided in para 15(b) of the plaint suit.*

b. The defendant nos. 8 to 11 and all persons acting for or on their behalf are directed to block and/or suspend the infringing listings including the listings mentioned in para 19 of the plaint suit and to delist and/or black-list the defendants and any other third party, which found to be infringing upon/violating the plaintiff's intellectual properties, and brand reputation.

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c. It is further directed that defendant nos. 8 to 11 to take down the infringing listings forthwith and since the injunction is dynamic in nature, the plaintiff is permitted to furnish any such infringing listings directly to the aforementioned e-commerce platforms namely Amazon, Flipkart, Meesho and Jiomart without approaching this Court. If any infringing listings are forwarded, the defendant nos. 8 to 11 namely Amazon, Flipkart, Meesho and Jiomart, shall take down the infringing listings forthwith. The defendant nos. 8 to 11 are also directed to furnish to the Court as also the plaintiff the Basic Subscriber Information (BSI) details, by way of a compliance affidavit to be filed within two weeks from today."

16. Accordingly, Courts have usually directed Plaintiffs or persons aggrieved to furnish the list of the links to be removed.

17. In the present matter, If there is any ambiguity in respect of which infringing listings are to be taken down, the purpose of the Appellant would be sufficiently served if it is permitted to move an application seeking clarification of the same from the said Commercial Court.

18. With these observations, the present appeal is disposed of giving liberty to the Appellant to approach the same Commercial Court for clarification or modification, if required. Pending applications, if any, are also disposed of.

PRATHIBA M. SINGH
JUDGE

DINESH BHATT
JUDGE

NOVEMBER 5, 2026
dj/as

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