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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CS(COMM) 274/2026**

**CROMPTON GREAVES CONSUMER ELECTRICALS LIMITED**

.....Plaintiff

Through: Mr. Ankit Sahni, Ms. Kritika Sahni,  
Mr. Chirag Ahulwalia and Mr. Mohit  
Marv, Advocates.

versus

**S.D. ELECTRONICS & ORS.**

.....Defendants

Through: Mr. Mrityunjay Mahendra, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**

**ORDER**

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**19.03.2026**

**I.A. 7158/2026(Additional Documents)**

1. The present application has been filed on behalf of the plaintiff under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (hereinafter referred to as 'CPC') as applicable to commercial suits under the Commercial Courts Act, 2015 (hereinafter referred to as 'CC Act') seeking leave to place on record additional documents.

2. The plaintiff is permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

3. Accordingly, the application stands disposed of.

**I.A. 7155/2026 (Pre-Institution Mediation)**

4. This is an application filed by the plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the CC Act.

5. As the present matter contemplates urgent interim relief, in light of the

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judgment of the Supreme Court in *Yamini Manohar vs. T.K.D. Keerthi: (2024) 5 SCC 815*, exemption from the requirement of pre-institution Mediation is granted.

6. The application stands disposed of.

**I.A. 7159/2026 (Exemption from Advance Notice to Defendant)**

7. This is an application filed by the plaintiff under Section 151 of CPC seeking exemption from advance service to the defendant.

8. Mr. Ankit Sahni, learned counsel for the plaintiff submits that there is a real and imminent likelihood that the defendant may take immediate steps to dispose of, conceal or suppress its infringing business operations bearing the deceptively similar trade mark.

9. In view of the fact that the plaintiff has sought an urgent *ex-parte ad-interim* injunction along with the appointment of Local Commissioner, the exemption from advance service to the defendant is granted.

10. The application is disposed of.

**I.A. 7160/2026 (Seeking Additional time to file Court fees)**

11. The present application has been filed by the plaintiff under Section 149 read with Section 151 of CPC, seeking exemption from payment of Court Fees at the time of the filing of the suit.

12. Considering the submissions made in the present application, an extension of four weeks is granted to affix the requisite Court Fees.

13. The application stands disposed of.

**I.A. 7156/2026 (Order XXXIX Rules 1 & 2, CPC)**

14. Present application has been filed on behalf of the plaintiff under Order XXXIX Rules 1 & 2 of CPC, 1908, seeking *ex-parte ad-interim* injunction against the defendants.

15. Plaintiff is a public listed company duly incorporated under the Companies Act, 2013, with its registered office in Mumbai. It claims that the

origin and adoption of the word and the mark 'CROMPTON' can be traced back to Col. R.E.B. Crompton, who was a British engineer and was called by the Indian Government to draft legislation governing the generation of electricity which later on came to be called as the Calcutta Electric Lighting Act. He is stated to have founded a firm namely, R.E.B. Crompton & Co. at Chelmsford in the United Kingdom. Over the years, the plaintiff changed its names various times and in the year 1966 was called Crompton Greaves Ltd. In the year 2015, the Crompton Greaves Ltd. underwent a scheme of demerger where certain aspects of the manufacture and distribution of fans, domestic appliances etc, were transferred to the plaintiff. Primarily, the plaintiff is in the business of manufacturing, marketing, and distribution of consumer electrical products such as fans, domestic appliances, lighting, pumps, home automation integrated security systems, wiring accessories, etc. The Plaintiff is also engaged in the export of the said products across various countries around the globe. The products that plaintiff manufactures, markets, and sells are reputed for their unparalleled quality and durability in the Indian as well as global market.

16. The plaintiff has been in continuous and extensive use of the mark 'CROMPTON' in respect of the class of goods it manufactures, and on account of its immense and insurmountable reputation and goodwill carried over the last many decades, was declared as a well-known trade mark. Over the years, the plaintiff has received many awards and accolades for its quality products some of which are mentioned in para 10 of the plaint. Plaintiff claims to have a stellar reputation on account of its superior quality of goods manufactured under the mark 'CROMPTON'. Plaintiff claims to have a wide range of consumer appliances and cater to more than 10 crore households in India. It also has a website [www.crompton.co.in](http://www.crompton.co.in) on which relevant information in respect of its business etc., are available. A list of registrations,

running into about 195 trade marks, are enlisted in para 16 of the plaint, which are not reproduced hereunder for the sake of brevity.

17. Plaintiff also claims to be a registered copyright holder of original artistic and formative artistic works. The illustrative list has been enumerated in para 17 and is extracted hereunder:

S. No.	Work	ROC No.	Diary No.
1.		A- 121309/2017	12493/2017- CO/A
2.		A- 125075/2018	4491/2018- CO/A

18. The available sales figures in respect of the product sold under the trade mark 'CROMPTON' for the last five financial years are reproduced hereunder:

Financial Year	Turnover (INR in Crs)
2024-2025	6,951.30
2023-2024	6,347.86
2023-2022	5,782.93
2022-2021	5,346.53
2021-2020	4,733.64

19. Plaintiff has spent an enormous amount on advertising and promoting the mark 'CROMPTON' through different modes of media including YouTube, Instagram, Twitter, LinkedIn etc., which are depicted clearly from para 24 to 26 of the plaint. The figures pertaining to the expenses borne on advertisement and promotion are reproduced hereunder:

Financial Year	Advertisement and promotional expenditure (INR in Crores)

2024-2025	256.05
2023-2024	217.16
2023-2022	145.80
2022-2021	89.45
2021-2020	82.20

20. Owing to the aforesaid facts, the plaintiff claims statutory and common law rights and asserts exclusive rights to market, manufacture and sell electrical products as well as all other allied and cognate products and services under the trade mark 'CROMPTON'. It further asserts that the use of the mark 'CROMPTON' or any other deceptively similar mark whether visual, structural or phonetic by anyone else would constitute violation of its legal rights.

21. Plaintiff claims that the defendant nos.1 to 5 are engaged in the business of selling, offering for sale, advertising and/or manufacturing in connivance with each other, various electrical products, being wires and cables, under the trade mark 'CROMPTON'. Such infringing products are also being advertised and promoted through social media and e-commerce platforms like defendant nos.6 to 8. Defendant no.9 is John Doe/Ashok Kumar, who are unknown entities knowingly manufacturing, marketing or selling the infringing goods on the platforms of defendant nos.6 to 8.

22. Having received the knowledge of such infringement, the plaintiff availed the services of an independent investigator, who discovered that the impugned products are being openly sold, marketed and offered for sale by defendant nos.1 to 5 at their respective locations and misrepresenting those infringing products as obtained from plaintiff under license. The trade dress/product packaging revealed the name of the manufacturer as "*Crompton Cable Ind. (Delhi)*", however, the said products did not bear the address of the entity. The search through public sources on internet did not reveal any

identifiable entity by the name Crompton Cable Ind. (Delhi). The said entity itself incorporates the name of plaintiff's mark 'CROMPTON' as a prominent and essential part of its trading name, falsely suggesting thereby a connection, association or affiliation with the plaintiff. Clearly, the infringement is apparent and appears to be a case of counterfeit products too.

23. The investigator purchased impugned products from each of the five defendants, which are pictorially represented as under:

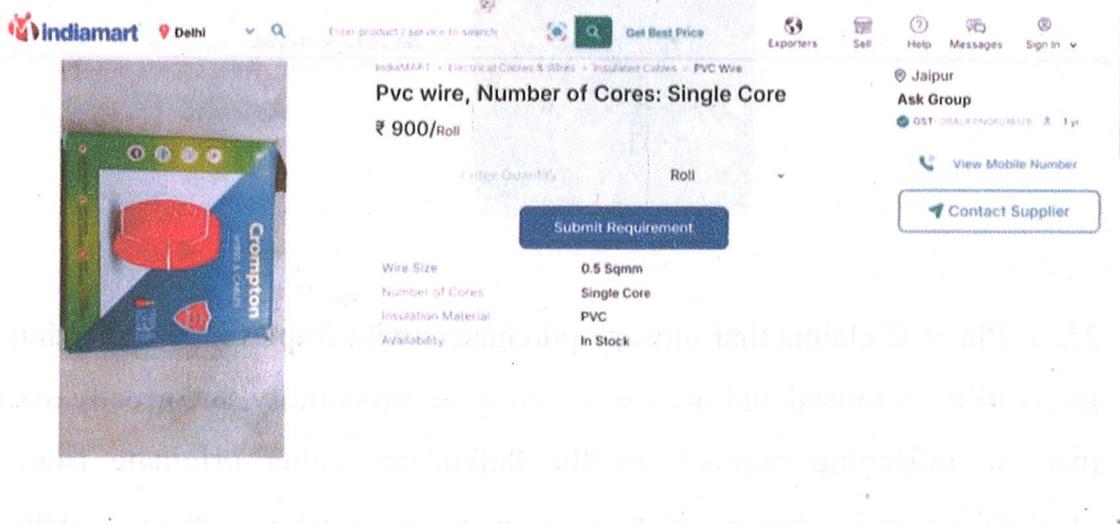
S.no.	Defendant	Impugned Product
1.	Defendant no.1	
2.	Defendant no.2	
3.	Defendant no.3	

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4.	Defendant no.4	
5.	Defendant no.5	

24. Some of the relevant screenshots on the listings of e-commerce websites are provided in para 42, and are reproduced hereunder:

### IndiaMart (Defendant No.6)



The screenshot shows the IndiaMart website interface. On the left is a product image of a Crompton PVC wire roll. The main content area displays the product name 'Pvc wire, Number of Cores: Single Core' and the price '₹ 900/Roll'. Below the price is a 'Submit Requirement' button. To the right, there are navigation options like 'Contact Supplier' and 'View Mobile Number'. The top of the page features the IndiaMart logo, location 'Delhi', and various utility icons.

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**YouTube (Defendant No.7)**



**Instagram (Defendant No.8)**

Instagram



divaselectronic · Follow

divaselectronic to  
Best rates  
Best quality  
No flame in wire  
\*\*\*  
Crompton wires

No comments yet.  
Start the conversation.

Like Comment Share

25. Plaintiff claims that unwary purchasers with imperfect recollection are likely to be confused and deceived, and in all probability, incorrectly assume that the infringing products of the defendants either originate from the plaintiff, or under license from it or in some manner associated with the plaintiff. None of which would be true. Plaintiff asserts that there is no

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difference of even a letter between the well-known trade mark 'CROMPTON' of the plaintiff when compared with the infringing mark used by the defendants.

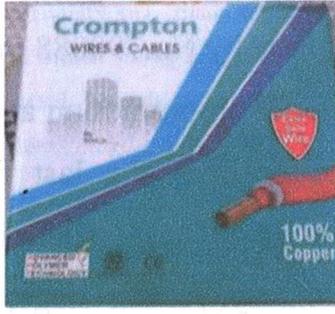
26. Plaintiff asserts that it is clear that the use and adoption of the trade mark 'CROMPTON' of the plaintiff by the defendants is not *bonafide* and clearly to ride on the coattails of the plaintiff's well-known trade mark 'CROMPTON' which has garnered insurmountable goodwill and reputation over the last many decades.

27. Predicated thereon, the plaintiff seeks *ex-parte ad-interim* injunction against the defendants.

28. Having heard Mr. Ankit Sahni, learned counsel for the plaintiff, perusing the suit plaint and examining the documents annexed therewith, it appears that an *ex-parte ad-interim* injunction alongwith other urgent reliefs would be in order.

29. The voluminous documents reflecting a large number of registrations of the trade mark 'CROMPTON' in various classes, coupled with the fact that the said mark has been recognized as a well-known trade mark by the Trade Marks Registry by No.790088 on 24.02.2020, read with the expenses incurred by the plaintiff on promotion and advertisement, and the huge and consistent sales turnover from the last five financial years, lends credence to the immense goodwill and reputation garnered by the plaintiffs over the last almost a century. At this stage, the awards of excellence, the accolades and the large number of recognitions received by the plaintiff cannot be doubted. The presence of the plaintiff over social media and the extent of its visibility even on other forms of media clearly infers immense popularity of the products sold by it under the trade mark 'CROMPTON'. It can also be presumed, safely, that the products being manufactured by the plaintiff under the said trade mark, are of very high standard and of a good quality.

30. In order to ascertain similarity or deceptive similarity between the trade mark of the plaintiff and the infringing mark used by the defendants on their impugned products, it would be apposite to extract the two marks hereunder in a tabulated form:

Plaintiff's Trademarks	Infringing mark used by the defendants on their impugned products
	
	
	
 	

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31. It is apparent from the above table that not only are the marks deceptively similar, but phonetically, visually, structurally and conceptually identical. It is most likely that the consumer would not only be confused but would be misled into believing that the goods of the defendants are those of the plaintiff or are associated with or manufactured under a legally valid license from the plaintiff. Undoubtedly, the trade channels are common. So is the consumer base. It cannot be lost sight of the fact that the kind of consumer who would purchase these infringing goods would not enter into a detailed enquiry as to whether these infringing products are genuinely those of the plaintiff or not. The plaintiff is most likely to suffer on financial account too.

32. Having regard to the aforesaid, it is evident that the plaintiff has been able to, *prima facie*, make out a strong case in its favour. Having regard to the number of registrations, sales figures, the promotion expense figures, the presence in the media and the fact that 'CROMPTON' is a well-known trade mark tilts the balance of convenience in favour of the plaintiff. Plaintiff is rightly to suffer irreparable loss and injury which may not be adequately compensated in monetary terms in case *ex-parte ad-interim* orders are not passed against the defendants.

33. Accordingly, the following directions are passed:

A. Defendant nos.1 to 5, their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their behalf (directly or indirectly) are restrained from manufacturing, offering for sale, selling, marketing/advertising, adopting, using and/or dealing in any manner with respect to any product and service including the suit products under the plaintiff's trade mark 'CROMPTON', as well as all other registered trade marks of the plaintiff;

B. Defendant nos.1 to 5, their directors, partners, servants, agents, dealers,

retailers, distributors and all other persons acting for and on their behalf (directly or indirectly) are restrained from manufacturing, offering for sale, selling, marketing/advertising, adopting, using and/or dealing in any manner with respect to any product and service including the suit



products under the impugned trade dress/packaging /



and/or under any other packaging/trade dress which is identical/deceptively similar to the plaintiff's artistic works;

C. Defendant nos.1 to 5, their directors, partners, servants, agents, dealers, retailers, distributors and all other persons acting for and on their behalf (directly or indirectly) are restrained from manufacturing, offering for sale, selling, marketing/advertising, adopting, using and/or dealing in any manner with respect to any product and/or service including the suit products under the plaintiff's registered and well-known trade mark 'CROMPTON' and/or under any other trade mark, trading name, trade dress, packaging, trading style, domain name, keywords, metatags, etc., which incorporates the mark 'CROMPTON' as a part thereof in respect of any product or service including the suit products;

D. Defendant nos.6 to 8 are directed to remove/take down the impugned listings, advertisements, promotional posts, links, etc., pages (as mentioned in paragraph no. 42 of the present application) and furnish BSI details in a sealed cover to the Court and the plaintiff.

34. If any further websites are discovered by the plaintiff, the plaintiff is at liberty to communicate the details of such websites, including their domain names and URLs to defendant nos.6 to 8. Upon receiving such information alongwith supporting evidence, defendant nos.6 to 8. are directed to forthwith lock or suspend the newly discovered websites and defendant nos.6 to 8 are directed to immediately block access to the said websites.

35. The plaintiff is also permitted to implead the parties whose BSI details are disclosed by the defendant nos.6 to 8, in accordance with law. Plaintiff may move an appropriate application before this Court for extension of interim orders.

36. Issue notice.

37. Let a reply to this application be filed by the defendants within four weeks from service. Rejoinder, thereto, if any, be filed within two weeks thereafter.

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38. Let the plaint be registered as a suit.

39. Upon filing of the process fee, issue summons of the suit to the defendants through all permissible modes.

40. The summons shall state that the written statement shall be filed by the defendants within 30 days from the date of the receipt of summons. Alongwith the written statement, the defendants shall also file an affidavit of admission/denial of the documents of the plaintiff, without which the written statement shall not be taken on record.

41. Liberty is granted to the plaintiff to file replication, if any, within 30 days from the receipt of the written statement. Along with the replication filed by the plaintiff, an affidavit of admission/denial of the documents of defendant be filed by the plaintiff, without which the replication shall not be taken on record.

42. In case any party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

43. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

44. List before the Joint Registrar (Judicial) on 22.05.2026 for completion of service and pleadings.

45. List before the Court on 18.09.2026.

**I.A. 7157/2026 (Appointment of Local Commissioner)**

46. The present application has been filed by the plaintiff under Order XXVI Rule 9 read with Order XXXIX Rule 7 of CPC seeking appointment of Local Commissioners. The Court has considered the merits of the plaintiff's case and has granted an *ex-parte ad-interim* injunction as recorded above.

47. After having perused the plaint and the documents in support thereof and hearing learned counsel for the plaintiff, this Court is of the, *prima facie*, opinion that in order to preserve the evidence of the infraction by the defendants and in order to ensure that the injunction is fully complied with, it may be appropriate to appoint Local Commissioners. Accordingly, the following are appointed as Local Commissioners with a direction to visit the premises of the defendants specified against their names:-

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S.No	Name and Contact Details of the Local Commissioner	Location
1.	Promila Kapoor Ph. no. 9811106945	a. S.D. Electronics (Defendant No. 1) 1/4, Dewan Hall, Bhagirath Palace, Delhi-110006.  b. RGA Electronics (Defendant No. 2) Shop no. 1520, Bhagirath Place, Delhi-110006.  c. Indian Cable House (Defendant No. 3) 1525, Near New Sanjeevani Chemist, Bhagirath Place, Delhi-110006.  d. Swastik Wire & Cables (Defendant No. 4) (Poonam Enterprises), Bhagirath Palace, Shop No. 1528, Delhi-110006.
2.	Ved Prakash 9572938195	a. Balaji Cable Ind. (Defendant No. 5) Shop No. 710, Old Lajpat Rai Market, Delhi-110006

48. The Commission be executed with the following directions:-

- (i) Local Commissioners shall visit the premises of the defendants as outlined above to inspect and seize any infringing product of the defendants, and may be accompanied by representatives of the plaintiff in order to assist in conducting inspection of the said premises.
- (ii) Local Commissioners shall make an inventory of the products bearing the impugned trade mark/trade dress/packaging and/or any other deceptively similar trade mark/ trade dress/packaging to the plaintiff's packaging along with any marketing/packaging material, labels, brochures, advertisements, etc. thereof and provide a copy of the same to the representative of the plaintiff;
- (iii) If knowledge is acquired of any other premises than the aforesaid

- premise, where the infringing product could be stored or services can be provided from, the Local Commissioners are free to record the same and then visit the other premises and conduct a seizure there as well;
- (iv) Local Commissioners are permitted to take photographs/videos of the impugned materials, products such as wires, cables, etc. bearing the impugned trade marks/trade dress, and the defendant's premises so visited;
- (v) Local Commissioners shall seize any and all products/materials, stationery, goods, books of accounts etc., bearing the impugned trademark/trade dress/packaging, procured at the premises of the defendant and release it on *superdari* to the representatives of the defendant, with an undertaking that they will not be disposed of except under orders of this Court;
- (vi) Local Commissioners shall inspect and make copies of the account books/ledgers/cash books, bill books, sale records, stock registers, sample registers invoices and all other relevant documents (whether maintained as physical copies or e-records) discovered from the premises mentioned herein above;
- (vii) Local Commissioners are also permitted to break open the locks in case of resistance by the defendants and seek police assistance, if necessary;
- (viii) To ensure unhindered and effective execution of the Commission, the Station House Officer (SHO) of the local police station within whose jurisdiction the premises of defendant lie, is directed to render all necessary assistance and protection to the Local Commissioners, if and when sought;
- (ix) The Local Commissioners, while executing the Commission, shall ensure that there is no disruption to the business of the defendant, except for the purposes of the execution of the Commission. The Commission

shall be executed in a peaceful manner;

49. The Commission be executed within a period of ten (10) days from the date of receipt of order and the report of the Local Commissioners shall be filed within a period of two weeks thereafter.

50. The fees of the Local Commissioners is fixed at Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) each, excluding out of pocket expenses, travel, lodging etc., to be borne by the plaintiff and paid in advance to the Local Commissioners.

51. Compliance of Order XXXIX Rule 3 of CPC shall be done within a week after the execution of the Commission.

52. It is directed that this Order **shall not** be uploaded on the Court's website till the execution of the commission is completed within the timeline and parameters directed in paras 48 and 48 above, so as to enable its effective execution.

53. Concerned parties shall comply with the directions in the order without waiting for the certified copy of the same.

54. Accordingly, the application is allowed and is disposed of.

55. Order *dasti* under the signatures of the Court Master.

  
TUSHAR RAO GEDELA, J

MARCH 19, 2026

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Court Master  
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