



2026:DHC:2662



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Judgment pronounced on: 30.03.2026+ CONT.CAS(C) 1476/2023, CM APPLs. 63072/2023, 1251/2024, 12553/2024, 15624/2024, 19806/2024, 37040/2024

SANJAY MEHRAPetitioner

Through: Mr. Arvind Nigam (Sr. Adv.), Mr. Akhil Sibal (Sr. Adv.) along with Mr. Manish Biala, Ms. Shivani Kher, Mr. Devesh Ratan, Advs.

versus

SHARAD MEHRA & ORS.Respondent

Through: Mr. Chander M. Lall (Sr. Adv.) along with Mr. C.A. Brijesh, Mr. Ishith Arora, Mr. Ritwik Sharma, Ms. Annanya Mehan, Advs.

+ CONT.CAS(C) 1862/2024, CM APPLs. 44697/2025, 49895/2025

SANJAY MEHRAPetitioner

Through: Mr. Arvind Nigam (Sr. Adv.), Mr. Akhil Sibal (Sr. Adv.) along with Mr. Manish Biala, Ms. Shivani Kher, Mr. Devesh Ratan, Advs.

versus

SHARAD MEHRARespondent

Through: Mr. Chander M. Lall (Sr. Adv.) along with Mr. C.A. Brijesh, Mr. Ishith Arora, Mr. Ritwik Sharma, Ms. Annanya Mehan, Advs.

+ CONT.CAS(C) 1880/2024, CM APPLs. 69171/2024, 69586/2024

MR SHARAD MEHRAPetitioner

Through: Mr. Chander M. Lall (Sr. Adv.) along with Mr. C.A. Brijesh, Mr. Ishith



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Arora, Mr. Ritwik Sharma, Ms.
Annanya Mehan, Adv.

versus

SANJAY MEHRA

.....Respondent

Through: Mr. Arvind Nigam (Sr. Adv.), Mr.
Akhil Sibal (Sr. Adv.) along with Mr.
Manish Biala, Ms. Shivani Kher, Mr.
Devesh Ratan, Adv.

+ **CONT.CAS(C) 1958/2024, CM APPL. 72444/2024**

SANJAY MEHRA

.....Petitioner

Through: Mr. Arvind Nigam (Sr. Adv.), Mr.
Akhil Sibal (Sr. Adv.) along with Mr.
Manish Biala, Ms. Shivani Kher, Mr.
Devesh Ratan, Adv.

versus

SHARAD MEHRA

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Through: Mr. Chander M. Lall (Sr. Adv.) along
with Mr. C.A. Brijesh, Mr. Ishith
Arora, Mr. Ritwik Sharma, Ms.
Annanya Mehan, Adv.

+ **CONT.CAS(C) 1993/2024, CM APPL. 74218/2024**

SHARAD MEHRA

.....Petitioner

Through: Mr. Chander M. Lall (Sr. Adv.) along
with Mr. C.A. Brijesh, Mr. Ishith
Arora, Mr. Ritwik Sharma, Ms.
Annanya Mehan, Adv.

versus

SANJAY MEHRA

.....Respondent

Through: Mr. Arvind Nigam (Sr. Adv.), Mr.
Akhil Sibal (Sr. Adv.) along with Mr.
Manish Biala, Ms. Shivani Kher, Mr.
Devesh Ratan, Adv.

+ **CONT.CAS(C) 38/2024**

SHARAD MEHRA

.....Petitioner



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Through: Mr. Chander M. Lall (Sr. Adv.) along with Mr. C.A. Brijesh, Mr. Ishith Arora, Mr. Ritwik Sharma, Ms. Annanya Mehan, Advs.

versus

SANJAY MEHRA AND OTHERSRespondent

Through: Mr. Arvind Nigam (Sr. Adv.), Mr. Akhil Sibal (Sr. Adv.) along with Mr. Manish Biala, Ms. Shivani Kher, Mr. Devesh Ratan, Advs.

**CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA**

JUDGMENT

1. The present petitions allege wilful disobedience of the terms of the “Terms of Settlement dated 27.04.2023” (hereinafter “TOS”) which was entered into in FAO(OS)(COMM) No. 280/2022.
2. The relevant facts in the context of which the controversy arises are set out hereunder.
3. Mr. Sanjay Mehra (hereinafter “SM”), petitioner in CONT.CAS(C) 1476/2023, CONT.CAS(C) 1862/2024 and CONT.CAS(C) 1958/2024 and respondent in CONT.CAS(C) 1880/2024, CONT.CAS(C) 1993/2024 and CONT.CAS(C) 38/2024; and Mr. Sharad Mehra (hereinafter “SDM”), petitioner in CONT.CAS(C) 1880/2024, CONT.CAS(C) 1993/2024, CONT.CAS(C) 38/2024 and respondent in CONT.CAS(C) 1476/2023, CONT.CAS(C) 1862/2024 and CONT.CAS(C) 1958/2024, were directors of a company called “Superon Schweisstechnik India Ltd.” (Parent Company).
4. A Memorandum of Family Settlement dated 10.09.2021 (hereinafter “MOFS”) was issued, pursuant to which the business of the aforesaid parent



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company was divided between SM and SDM. The domestic business under the mark SUPERON was to be taken over by SM, and the export business under the mark SUPERON was to be taken over by SDM. SM received exclusive rights to use SUPERON in India, while SDM got exclusive rights to use SUPERON outside India.

5. Thereafter, *vide* the Sale Deed dated 16.12.2021, all IP rights of the Parent Company, including SUPERON trademarks, were sold to SM in India.

6. Subsequently, owing to disputes between SM and SDM, the latter filed OMP(I)(COMM) 261/2022 before the learned Single Judge of this Court, along with an application for interim relief/s. Since interim relief was not granted on the first hearing (i.e., on 06.09.2022), SDM filed FAO (OS) (COMM) No. 280/2022 before the Division Bench of this Court.

7. Thereafter, the parties executed TOS on 27.04.2023 before the Division Bench of this Court in FAO(OS)(COMM) No. 280/2022 to amicably resolve all pending disputes.

8. The TOS reads as under:

"1. The parties have 50:50 shareholding in the company i.e. Superon Schweisstechnik India Limited (hereinafter referred to as Parent Company). The Parent Company has been de facto divided into two divisions i.e. Domestic Division and Export Division as per division of undertaking carried out on 26th April 2022 which shall be considered as date of division/ demerger of Parent Company.

2. That the SM and SDM groups have already been defined in the MoFS dated 10th September 2021.

3. ' The Domestic Division of the Parent Company shall be demerged out of the Parent Company and taken over by SM by incorporating new Superon company namely M/ s Superon Schweisstechnik Industries Limited or any other name as decided by SM, which will conduct the business of manufacture and sale of welding electrodes, welding wires and any other product under the brand name SUPERON only within the territory of India. SM undertakes that he or his



group companies shall not use the word SUPERON in any manner whatsoever outside the territory of India. SM undertakes that he shall use the full name of the company as "Superon Schweissttechnik Industries Limited" and shall not use acronyms of SDM companies on its all products and packaging within the territory of India.

4. The Export Division of the Parent Company shall continue to remain in the Parent Company. SDM undertakes to change the name of the parent company to another name which shall not contain the words Superon, Schweissttechnik, Stanvac and Starblaze in its new name including any other name which is similar to such words and acronyms of SM companies. SDM undertakes that he or his group companies shall not use the word SUPERON in any manner whatsoever within the territory of India. Furthermore, SDM also undertakes that he or his group companies shall not use the acronyms of SM companies on any of its products and packaging, in any manner whatsoever.

5. The Parent Company shall be the sole manufacturing company to manufacture the products of its three different divisions as follows:-

i. A-Division: This division will be used to sell and market welding electrodes, welding wires and any other product under the brand name SUPERON only for sale outside the territory of India;

ii. B-Division: This division will be used only to sell and market FMCG /Household retail and any other products, except industrial products, for sale under the trademark "Stanvac Prime" and subbrands of Stanvac Prime Private Limited within and outside the territory of India;

iii. C-Division: This division will be used only to sell and market welding electrodes, welding wires, industrial products, and any other products under the brand name STARBLAZE or any other brand within and outside the territory of India, except IP rights of Mr. Sanjay Mehra, SUPERON, STANVAC or any other brand / trademark deceptively similar thereto.

6. All the above three Divisions (i.e. A, B and C) shall have separate websites without linking with each other in any manner, including no group websites of these 3 divisions. Further, all the three divisions shall not interlink either directly or indirectly or by reference to any web links, social media, Instagram, LinkedIn, Facebook, etc. Similarly, all SM and his group companies shall have separate websites without linking with each other in any manner, including no group websites. Further, all the group companies of SM shall not interlink either directly or indirectly or by reference to any web links, social media, Instagram, LinkedIn, Facebook, etc.

7. SDM undertakes that he and his group companies shall not use the trade name, brands, trademarks of all the above three divisions together in any combination and abstain from interlinking the same in any manner including on any visiting card, letters, emails, communications, price list, pamphlets,



brochure, packaging, etc., either directly or indirectly within the territory of India. However, it is clarified that SDM is entitled to use SUPERON on any visiting cards, letters, emails, communications, price list, pamphlets, brochure, packaging, etc. within the territory of India only for the purpose of export and not for retail in India or used with any customer in India. All the personnel of the above three Divisions shall be allotted visiting cards only of their respective Division without linking to any other Divisions.

8. SM undertakes that he and his group companies shall not use the word SUPERON in any combination and abstain from interlinking the same in any manner including on any visiting cards, letters, emails, communications, price list, pamphlets, brochure, packaging, etc., either directly or indirectly outside the territory of India. All the personnel of the group companies of SM shall be allotted visiting cards only of their respective company without linking to any other company of SM outside the territory of India.

9. Parent Company shall not use the word SUPERON, IP Rights of Stanvac Chemicals India Ltd and IP Rights of Mr. Sanjay Mehra in any manner in India. Similarly, SM Group companies shall not use IP Rights vested with Stanvac Prime Pvt. Ltd. in India. Furthermore, SM Group companies shall also not use the overseas IP Rights of SDM in any manner outside the territory of India.

10. The parties have agreed that the website www.superonindia.com shall not be used by them henceforth.

11. Within a period of 7 (seven) working days from the signing of this Agreement, both parties shall jointly sign and file an irrevocable and invariable consent affidavit for Division of Undertaking/ Demerger of the Parent Company, in the case bearing number CP-138/241-242/ND/2022 filed u/ s 241 and 242 of the Companies Act, 2013 before the NCLT, New Delhi. The said affidavit shall be based on the terms of this Agreement which are irrevocable and shall be signed and executed before the Hon'ble Division Bench of the Delhi High Court which is seized of the matter bearing FAO (OS) (COMM) No. 280/2022.

12. It is agreed between the parties that within 90 days from the date of order of division of undertaking is passed by NCLT, both parties undertake to take the following steps:

i. They shall approach the banks to get NOC for the demerger of the Parent Company and release of properties of SM (i.e. domestic division of Parent Company) from the banks.

ii. After the release of the properties of SM from the banks, SDM shall issue "No Objection Certificates" /Letters for transfer of registration of the following properties in the name of a new company called Superon Schweisstechnik Industries Limited or any other name as decided by SM:



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- a. Plot No. 191-D, Phase IV, Sect. 4, IMT Manesar.
- b. Plot No. 35, Sector 35, Gurugram.

SDM further undertakes to appear before any such authority as may be necessary for him to effectuate transfer and registration of the above properties.

iii. SDM undertakes that he shall render all non-monetary assistance and cooperation to SM to make new company called Superon Schweisstechnik Industries Limited or any other name as decided by SM, fully functional and operational by getting requisites documents/approvals from the concerned authorities like Commencement of Business certificate, GST number, opening of bank account, to get requisite licenses from the concerned authorities like fire, pollution etc. and to procure all necessary statutory permissions for its plants etc. However, to facilitate the above processes, SM will take necessary steps right away and SDM says that he will assist in all processes. Similarly, SM undertakes that he shall render all non-monetary assistance and cooperation to SDM in relation to the change of name and getting requisites documents/ approvals from any authority for the Parent Company, if required.

iv. SDM further undertakes to contribute capital in the new company called Superon Schweisstechnik Industries Limited or any other name as decided by SM which is required to make it operational, and which is also mandatory as per law. However, it is clarified that the capital contribution by the SDM in the new company called Superon Schweisstechnik Industries Limited or any other name as decided by SM, shall be refunded by the SM to SDM at the time of transfer of cross shareholdings.

v. Both parties undertake that they shall settle the accounts of the creditors of their respective divisions in case they raise any objection to the demerger of the Parent Company so that the process of demerger of the Parent Company is not delayed by any third party in any manner whatsoever.

vi. Preferably within 30 days but latest within 90 days from the date of order of division of undertaking is passed by NCLT, 50% cross holdings of SM and SDM in the parent company and Superon Schweisstechnik Industries Limited, shall be exchanged in favour of each other simultaneously with the release of personal guarantees of SM by the banks.

13. Without prejudice to the rights of SDM under clause 5(iii), SDM undertakes that Stanvac Prime Private Limited shall discontinue and shall not launch in any manner, whether directly or indirectly, whether on its own or through any person or entity, any industrial products under any brands/trademarks within



and outside the territory of India, within 30 days from the date of transfer of shareholdings as mentioned in above clause 12 (vi).

14. HSIIDC has claimed an amount of approximately Rs. 5.28 crores, which along with interest @ 12% p.a. is now stated to be in the range of Rs.6 crores. This liability is to be shared equally between the parties. However, for the CBP and OLAF classification cases pending in the United States of America and EU respectively, SDM has already expended large sums of money towards legal fees, expenses, etc., these expenses along with such liability, as may be determined in the said proceedings, are to be shared equally between SDM and SM. The details of the same have been shared with SM. Nevertheless, a fresh set of bills or payment made to the legal advisors, auditors, etc. shall be shared with SM within a week's time. It is agreed that of the Rs.3 crores (i.e. 50% of the amount), now payable by SDM to HSIIDC, Rs.1 crore shall be adjusted by SDM as SM's contribution towards legal expenses, etc. and Rs.1 crore shall be paid by SDM directly to HSIIDC, preferably within three weeks from today. SM and SDM both have a liability to pursue the CBP and OLAF classification cases. According to SDM, monthly payments/fees to the audit firm and the law firm, are in the range of Rs. 30 lacs for which another Rs.2 crores would be required in the next 6-7 months. Therefore, Rs. 1 crore shall be kept by SDM as SM's advance contribution for further expenses as may be incurred in pursuing the aforesaid two cases. The liabilities towards CBP classification and OLAF classification cases as mentioned in clause 3.2(k) of MoFS dated 10.09.2021 and all liabilities relating to a period prior to 26th April 2022 i.e. the date of division of undertaking of Parent Company, shall be borne equally by SDM and SM including legal fees, expenses etc.

15. Both parties undertake that they shall keep this agreement confidential without disclosing the same to the general public at large or any third party till the date of division of undertaking/ demerger order is passed by the NCLT and till all compliances under this agreement are complete.

16. That the parties herein have entered into this Agreement with their own free will, without any force, fraud, coercion, pressure, or undue influence from any corner whatsoever. The parties have signed this Agreement after taking independent legal assistance and opinion from their respective counsels.

17. It is clarified that these settlement terms are in addition to the earlier undertakings and settlement terms as recorded in various consent orders passed by this Hon'ble Court.

18. The terms of this agreement shall be binding on all the Parties, including their legal heirs, successors, assignees, directors, liquidators, transferees, nominees, agents, licensees, sister concerns, representatives, and any other persons acting for or on behalf of the Parties.”

9. Thereafter, the parties also executed the Agreed Terms for demerger/ division of Superon Schweisstechnik India Ltd., dated 12.05.2023.



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10. Vide order dated 14.07.2023, the Agreed Terms were duly approved by the NCLT in CP-138/241-242/ND/2022 titled *Sanjay Mehra v. Supreon Schweisstechnik India Ltd. and Ors.*

11. Further, in view of the TOS, on 04.09.2023, the parties undertook, in FAO(OS)(COMM) No. 280/2022, that they shall not use the trade name “SUPERON” contrary to the terms of settlement dated 27.04.2023. The relevant portion of the said order dated 04.09.2023 reads as under:

“1. Learned counsel for parties submit that certain documents have been exchanged for signatures and they shall be signing the same and handing over the corresponding documents by tomorrow.

2. Learned counsel for the parties under instructions of the parties who are present in Court undertake that they shall not use the tradename 'Superon' contrary to the terms of the settlement dated 27.04.2023. The statement is taken on record.”

12. Being aggrieved by the alleged wilful disobedience of the terms of the TOS by each other, the parties have filed the present contempt petitions.

SUBMISSIONS ON BEHALF OF SANJAY MEHRA (SM):

13. It is the case of SM that SDM is using the trade name “SUPERON” in violation of the TOS and the undertaking recorded on 04.09.2023 in CM APPS. 42024/2023 & 45766/2023 in FAO(OS)(COMM) No. 280/2022. It is further submitted by SM that SDM has breached/violated the prohibition regarding interlinking as incorporated in the TOS.

14. As regards the prohibition on the SDM Group from using “SUPERON”, it has been submitted on behalf of SM as under:

“i. The SDM group was permitted to retain the Export Division of the Parent Company on the express condition that the original name of the Parent Company, including the words



Superon and Schweissttechnik shall not be used by the SDM Group in India. Clauses 3 and 4 of TOS.

ii. SDM Group was expressly prohibited from using the word SUPERON in any manner whatsoever within the territory of India. Clause 4 of TOS.

iii. This was to ensure that the goodwill of the Parent Company in its trademark/tradename inures exclusively to the benefit of SM Group which was to do business of the Parent Company's Domestic Division in India.

iv. By contrast, the SM Group was expressly permitted to use Superon Schweissttechnik as the name of its demerged entities or any new companies as the said group had exclusive rights to use the same in India.”

15. As regards the prohibition on interlinking, it has been submitted by SM as under:

“i. Since the SDM Group conducts its business under three different trademarks, the SDM was mandated (under clause 5 of the TOS) to create 3 divisions within the Parent Company viz.

A-Division - to sell and market welding electrodes, welding wires and any other product under the brand name SUPERON only for sale outside the territory of India.

B-Division to sell and market FMCG/Household retail and any other products, except industrial products, for sale under the trademark "Stanvac Prime" and its sub-brands within and outside the territory of India.

C-Division - to sell and market welding electrodes, welding wires, industrial products, and any other products under the brand name STARBLAZE or any other brand within and outside the territory of India, except IP rights of Mr. Sanjay Mehra, SUPERON,



STANVAC or any other brand / trademark deceptively similar thereto.

ii. Pertinently, qua the C-Division, it was expressly provided that SDM Group was not permitted to use the IP rights of SM group, including Superon, Stanvac, or any other brand/TM deceptively similar thereto.

iii. Moreover, the 3 divisions within the Parent Company were required to have separate websites without linking with each other in any manner, including no group websites for the 3 divisions. The 3 divisions were further enjoined from interlinking directly or indirectly or by reference through any social media (including Instagram, Facebook, LinkedIn, etc.) Similarly, SM group companies were to have separate websites without any interlinking.

iv. SDM Group was further prohibited from using the brands/trademarks of the said 3 divisions in combination, or inter-linking in any manner directly or indirectly including on any visiting cards, letters, emails, communications, price list, pamphlets, brochure, packaging, etc., either directly or indirectly within the territory of India.”

16. It is submitted that creation of these divisions was to prevent any overlapping use of the respective marks by the concerned divisions. It is contended that SDM has been remiss in carving out separate divisions as mandated under the aforesaid stipulations.

17. It is thus submitted that the SDM Group has no right to use “SUPERON” in any manner within India except as provided in the TOS and it cannot promote, market or advertise “SUPERON” in any manner within India. It is the grievance of SM that there is a prominent hoarding of “SUPERON” on the factory premises of SDM, adjacent to the factory of SM in Gurugram, which allegedly violates the prohibition under the TOS.



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18. It is also the case of SM that in view of the categorical stipulation in Clause 4 of the TOS, it is impermissible for SDM to operate a website/social media page accessible within India for the purpose of its export business under the mark “SUPERON”. Only a limited exception was provided to SDM to use SUPERON on any visiting cards, letters, emails, communications, price list, pamphlets, brochure, packaging, etc. within the territory of India only for the purpose of export and not for retail in India or used with any customer in India. As regards the SM Group, a similar prohibition from using the word SUPERON in any combination and interlinking outside the territory of India was also provided.

19. It is submitted that operating such websites/social media pages would have the effect of completely nullifying the embargo placed on SDM as regards the use of the brand/mark “SUPERON” in India.

20. It is further submitted by SM that there was an *in principle* agreement between the parties for geo-blocking of the websites before the learned Facilitator appointed by the Division Bench of this Court in FAO(OS)(COMM) No. 280/2022. It is pointed out that when FAO(OS)(COMM) No. 280/2022 was disposed of vide order dated 20.11.2024, the Division Bench of this Court granted liberty to the parties to rely on the said report. It is submitted that in the reply to CM No. 72444/2024 in CONT. CAS(C) No. 1958/2024, SDM categorically stated in paragraph 45 that he was agreeable to geo-blocking of its website in India. Attention has been drawn to the following portion of the said reply:

45. It is clarified that the Respondent remains steadfast and agreeable to geo-blocking of its website inside India, subject to the Petitioner geo-blocking its websites outside India, and incorporating necessary



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safeguards so that any access via technology such as VPN would not attract any violation of such a agreement to geo-block.

21. Further, on 25.07.2025, before this Court, counsel for SDM sought time to seek instructions and file an affidavit affirming that SDM was agreeable to geo-block his website, Instagram, LinkedIn and other social media platform; however, the said affidavit never came to be filed.

22. It is contended that, despite the aforesaid, it is apparent that SDM, with dishonest intent is resisting geo-blocking.

23. It is submitted by SM that while there may be no express provision in the TOS for geo-blocking, the insistence by SDM, despite its prior submissions and its present refusal to undertake geo-blocking when it is possible to do so, constitutes a clear violation and wilful disobedience.

24. It is submitted that the SM Group is similarly willing to geo-block its website and social media pages containing the word “SUPERON” so as to limit access only within India.

25. It is further the case of SM that the intention of the parties was that the restrictions under Clause 6 shall apply only to the interlinking of trademarks and group companies on website and social media, i.e., electronic modes, and the limitation of use and interlinking in physical entities would be dealt with separately and fall strictly under Clauses 7 and 8 of the TOS. Consequently, it is submitted that the hoardings of SM containing reference to “SUPERON” and “STANVAC”, do not in any manner violate the TOS.

26. The grievance/s of SM, as articulated during the course of hearing, are in the above broad framework. It is also apposite to take note of the specific



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grievance/s articulated in the different contempt petitions. The same are set out hereunder.

27. The specific grievance canvassed by SM in CONT.CAS(C) No. 1862/2024 is that:

- (i) SDM was seeking to use the name “Superon Schweisstechnik India” in the context of participating in a trade fair being organised by Metal Alliance at the Bombay Exhibition Centre, Mumbai, from 27th to 29th November, 2024.
- (ii) SDM has been using “Superon Schweisstechnik India” on the social media networking website (LinkedIn).
- (iii) It is submitted that by choosing the name “Superon Schweisstechnik India” and using the same for the exhibition and LinkedIn, the petitioner has acted in a manner that renders the orders of this Court and the TOS completely infructuous, with the intention of riding upon the goodwill and reputation of the trademark “SUPERON”, which is exclusively owned by the petitioner in India.
- (iv) Seeking to restrain SDM from using “SUPERON” and “SCHWEISSTECHNIK” in any manner in India.
- (v) It is further submitted that SDM has not created the 3 divisions (i.e. A-Division, B-Division and C-Division) in his company Stellaris Specialities India Limited as mandated by TOS.
- (vi) SM has also filed an application CM APPL. 4469712025 as SDM started using “Superon Schweisstechnik India” on Instagram, in addition to LinkedIn.



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28. *Vide* order dated 25.11.2024 in CONT.CAS(C) No. 1862/2024 this Court restrained SDM from using the work/mark “SUPERON” in any manner except as agreed between the parties in the TOS.

29. The specific grievance canvassed by SM in CONT. CAS(C) 1476/2023 is that:

- i. SDM has been using the word “SUPERON” on hoardings at his plants in India, on employee uniforms in India, on and through the website www.superoncorp.com, and in email communications.
- ii. SDM has also been interlinking the brand names “SUPERON”, “STANVAC PRIME” and “STARBLAZE” on his website and in various communications.
- iii. Seeking directions for SDM to stop manufacturing and marketing any industrial products within and outside the territory of India by using the trademark/brand name Stanvac Prime and sub-brands of Stanvac Prime Pvt. Ltd., with immediate effect.

30. The specific grievance canvassed by SM in CONT.CAS(C) 1958/2024 is that:

- i. SDM is continuing to use the word “SUPERON” for all its promotion, marketing and advertisements in India on the internet via social media platforms (such as LinkedIn). It is submitted that SDM has created a page on LinkedIn titled “Superon Schweisstechnik India Ltd.”, which is being operated by him as a “division of a parent company”. It is pointed out that SDM is himself claiming to the Managing Director of “Superon Schweisstechnik India Ltd. – EXPORT ONLY” (A division of Stellaris Specialties India Ltd.), on LinkedIn, despite the fact that



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he has no nexus whatsoever with “SUPERON” trademark in India and is not permitted to use the same in India.

- ii. By calling himself the Managing Director of “Superon Schweisstechnik India Ltd. – EXPORT ONLY”, it is contended that SDM has violated the order dated 25.11.2024 and the TOS and has misrepresented to the public at large that he has some connection with the petitioner’s trademark/brand “SUPERON” in India.
- iii. It is also contended that SDM is continuing to use the mark “SUPERON” through the website, i.e., <https://www.superoncorp.com/>, which is accessible throughout India. It is submitted that the parties had discussed and agreed to geo-block the said website so that it is not accessible in India, before Mr. Rajiv K. Virmani, learned Senior Advocate, who was appointed as the Facilitator by the Division Bench in FAO(OS)(COMM) No. 280/2022, *vide* order dated 03.04.2024. It is further reiterated that *vide* order dated 20.11.2024 passed by the Division Bench in FAO(OS)(COMM) No. 280/2022, the parties were given liberty to rely on the said report. It is submitted that since the parties had already agreed to geo-blocking the said website in India, access to the said website is liable to be blocked in India as the domain name of the said website www.superoncorp.com itself contains the word “SUPERON”.
- iv. The entire selling and marketing business of all three brands, i.e., “SUPERON” (for export), “STANVAC PRIME” and “STARBLAZE”, is being conducted from SDM’s premises located



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at Plot No. 552, Pace City-II, Sector 37, Gurugram, wherein SDM has put up a huge hoarding of “SUPERON” for promotional and advertisement purposes, thereby violating the order of this Court. The said plant of SDM is regularly visited by numerous domestic retailers and customers on a daily basis, and SDM is using the said hoarding as an advertisement for “SUPERON” in India.

SUBMISSIONS ON BEHALF OF SHARAD MEHRA (SDM):

31. It is submitted that a plain reading of Clause 6 demonstrates that the prohibition on interlinking operates for the purpose of direct interlinking, indirect interlinking, and interlinking by reference.

32. It is submitted that the language of the clause 6 does not admit of any limitation confining its applicability only to digital or electronic media. Thus it is contended that the defence sought to be raised by SM, to the effect that Clause 6 is limited only to electronic or digital interlinking, is wholly misconceived. Such a distinction is absent from the text of the TOS. In order to substantiate the said contention reliance has been placed on the order dated 28.11.2024 passed by this Court in CM APPL.69586/2024 of CONT.CAS(C) 1880/2024. Relevant portion of the order is reproduced as under –

“20. The interlinking has been interpreted by the Petitioner to include company names. The Respondent, however, avers that the interlinking is with reference to only weblinks, social media, Instagram, LinkedIn, Facebook, etc. meaning that the interlinking is limited to weblinks and social media websites alone and that there are no restrictions on the Respondent in the territory in India. The words used in this Clause 6 are pari materia to the words used in relation to the Petitioner and interlinking by him in Clause 5 of the Settlement Terms. However, the "group companies" reference is clearly provided for in this Clause 6. Thus, the interlinking of company names by the conjurer use of the words "STANVAC-



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SUPERON on the banner at the International Fair by the Respondent does, prima facie, appear to be in contravention of the Settlement Terms.”

33. It is further submitted that a perusal of emails dated 30.01.24 and 03.03.24 from SM’s counsel and emails dated 04.03.24, 06.03.24 and 07.03.24 from SDM’s counsel indicate that it was just the Counsel for SM who had classified interlinking as physical and electronic and not SDM or his Counsels. In fact, a perusal of email dated 04.03.24 indicates that the Counsel for SDM has challenged both physical and electronic interlinking by the SM Group without creating any bifurcation.

34. It is further submitted that the absence of interlinking by SM Group as an outstanding issue in the learned Facilitator’s Report does not imply that the same was resolved. Rather, the aspect of interlinking by SM Group between their chemical and electrode business was mentioned as an outstanding issue in the learned Facilitator’s Report. It is emphasised that the issue of SM’s interlinking is also not part of the Report pertaining to matters resolved inter se the parties.

35. It is further contended that the allegation that SDM is using the name “Superon Schweisstechnik India” is misplaced, as the registered name of the parent company stands duly changed to Stellaris Specialities India Ltd., in full compliance with Clause 4 of the TOS.

36. As regards the use of the term “SUPERON” and “SCHWEISSTECHNIK”, it is submitted that SDM is not using “SUPERON” or “SCHWEISSTECHNIK” as part of the name of their parent company, which is registered as Stellaris Specialities India Ltd. The only restriction on SDM in this regard can be observed from Clause 4, TOS



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which prohibits use of “SUPERON” and “SCHWEISSTECHNIK” in the name of the Parent Company, which belongs to SDM.

37. With respect to the use of the term “SCHWEISSTECHNIK”, it is further submitted that the use of SCHWEISSTECHNIK by SDM cannot be subject matter of contempt. Upon division, demerger and renaming of the Parent Company, the parties never assigned or otherwise determined any ownership/rights in SCHWEISSTECHNIK.

38. It is submitted that none of the clauses of TOS or other agreements inter se parties address the issue of exclusivity/transfer/ownership of SCWEISSTECHNIK. Therefore, it cannot be said that use of SCHWEISSTECNIK by SDM can amount to any contemptuous conduct.

39. It is also submitted that TOS nowhere contemplates any restriction on the conjoint use of SUPERON and SCHWEISSTECHNIK by SDM. While SDM is restrained from conducting domestic business under SUPERON, the said restriction cannot be extended to suggest an absolute restriction on SDM from using SUPERON and SCHWEISSTECHNIK. Moreover, Clauses 5-7 of the TOS categorically restrict interlinking of SUPERON, STANVAC and STARBLAZE only.

40. As regards the issue of geo-blocking raised by SM, it is submitted that the same is entirely beyond the scope of the TOS. It is submitted that the Facilitator’s Report as well as the order dated 10.12.2024 record that no consensus was reached in this regard. In such circumstances, no contempt can arise from the failure to implement a measure which was never agreed upon.

41. Without prejudice, it is submitted that TOS permits SDM to have presence in India. The geographical restriction placed on SDM under TOS is



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limited to sale of electrodes, welding wires and other products under the brand SUPERON in India.

42. In fact, clause 5 permits SDM to manufacture SUPERON products in India for exports. Additionally, for such exports, clause 6 stipulates and permits SDM to have a website, web links, social media, Instagram, LinkedIn, Facebook pages etc. Clause 7 further expands such usage by SDM of SUPERON in India on visiting cards, letters, emails, communications, price list, pamphlets, brochure, packaging, etc. within the territory of India only for the purpose of export and not for retail in India or used with any customer in India. However, neither party is permitted to interlink these pages establish a correlation between SUPERON and STANVAC, as the latter brand had no territorial restriction on either party.

43. It is submitted that SDM has ensured compliance with the TOS by incorporating appropriate disclaimers on its digital platforms and by refraining from any form of interlinking between brands.

44. The specific grievance/s articulated by SDM in the contempt petitions filed by him are as under –

- a. In CONT. CAS (C) 38 of 2024, it is alleged that (i) SM is liable to be restrained from using the term “Superon India” as well as the website www.superonindia.com; and (ii) employees of SM group company, Stanvac Chemicals India Ltd., have interlinked ‘STANVAC’ and ‘SUPERON’ on the LinkedIn platform by mentioning themselves as employed with the ‘Stanvac Superon Group.’
- b. In CONT. CAS (C) 1880 of 2024 it is contended that employees of SM group companies have interlinked ‘STANVAC’ and



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‘SUPERON’ on the platform LinkedIn by mentioning themselves as being employed with the ‘Stanvac – Superon’ family.

- c. In CONT. CAS (C) 1993 OF 2024, it is contended that SM adjacently placed hoardings at ‘Plot No. 551, Setor-37, Pace City - II, Gurgaon 12201 (Haryana), India’ which visibly interlink “SUPERON”, “STANVAC INTERNATIONAL” and “STANVAC CHEMICALS INDIA”.

ANALYSIS AND FINDINGS:

45. This Court has considered the elaborate submissions of the respective counsel.

46. At the outset, it is noticed that none of the parties disputes the validity of the TOS and that the same is required to be adhered to in letter and spirit. Admittedly, the parties are bound by the terms of the TOS.

47. The grievances of SM are essentially on the following counts:

- (i) The use of “SUPERON” by SDM and/or the reference to SDM as the Managing Director of “Superon Schweisstechnik India Ltd.- EXPORT ONLY (A division of Stellaris Specialties India Ltd.)” on LinkedIn. SM is seriously aggrieved by SDM’s use of “SUPERON” on social media platforms, *inter alia*, pages hosted on LinkedIn, wherein the mark “SUPERON” is used in connection with SDM and/or its group companies, and the said social media platforms are all accessible from India.
- (ii) It is the case of SM that it is incumbent upon SDM to geo-block its website/social media handles so as to ensure that the same



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are not accessible from India, given the exclusive rights conferred on SM in respect of the mark “SUPERON” in India.

- (iii) Hoardings by SDM outside his premises, wherein “SUPERON” is prominently displayed.
- (iv) Use of the term “SCHWEISSTECHNIK” by SDM in India.
- (v) Alleged failure on the part of SDM to create three separate divisions as provided in Clause 5 of the TOS. It is submitted that these division were contemplated to ensure that there is no overlap in the use of the concerned marks and encroachment/overlap by either party on the rights of the other while using their respective marks.
- (vi) It is further alleged that SDM is manufacturing and marketing industrial products by using the trademark/brand name Stanvac Prime and sub-brands of Stanvac Prime Pvt. Ltd.

48. The grievances of SDM are on the following counts:

- (i) Continued interlinking on the part of SM and the conjoint usage of “SUPERON” along with the mark “STANVAC”, both on the internet/social media as also in the physical domain.
- (ii) Use of the term “Superon India” and website www.superonindia.com by SM.

49. A perusal of the TOS leaves no manner of doubt that SM has been conferred exclusive rights to use the word or mark “SUPERON” within the territory of India. Clause 4 of the TOS expressly records that “SDM undertakes that he or his group shall not use the word “SUPERON” in any manner whatsoever within the territory of India”. The said undertaking is unequivocal and brooks no ambiguity.



50. A limited carve out/exception is created under Clause 7 of the TOS to the effect that “SDM is entitled to use “SUPERON” on any visiting cards, letters, emails, communications, price lists, pamphlets, brochures, packaging, etc., within the territory of India, only for the purpose of export and not for retail in India and/or use with any customer in India”.

51. It is evident that this carve out was for a limited purpose and cannot be expansively construed to confer upon SDM the right to proclaim any association with “SUPERON” in India and/or to use the mark “SUPERON” in the Indian market. The legal position is well settled that use of a mark on a website and/or on social media handles accessible from India, tantamounts to use of the mark in India. This position has been laid down in numerous judicial pronouncements. In *Tata Sons Private Limited v. Hakunamatata Tata Founders & Ors*, 2022 SCC OnLine Del 2968, a Division Bench of this Court has observed as under –

“17.Even if a website is not directed at customers in a particular country, the fact that they are not restricted by the website to have access to it, is enough to characterise it as targeting. Targeting need not be a very aggressive act of marketing aiming at a particular set of customers. Mere looming presence of a website in a geography and ability of the customers therein to access the website is sufficient, in a given case. It may not be forgotten that in the matters of infringement of trade mark, it is the possibility of confusion and deception in the mind of public due to infringing trade mark that is good enough for the court to grant injunction.”

52. In *N.R. Dongre v. Whirlpool Corporation*, (1995) SCC OnLine Del 310, a Division Bench of this Court held that advertisement of a product in media amounts to use of the trademark, whether or not the advertisement is coupled with the actual existence of the product in the market. The relevant paragraph of the said judgment is reproduced as under -



“15. The knowledge and awareness of a trade mark in respect of the goods of a trader is not necessarily restricted only to the people of the country where such goods are freely available but the knowledge and awareness of the same reaches even the shores of those countries where the goods have not been marketed. When a product is launched and hits the market in one country, the cognizance of the same is also taken by the people in other countries almost at the same time by getting acquainted with it through advertisements in newspapers, magazines, television, video films, cinema etc. even though there may not be availability of the product in those countries because of import restrictions or other factors. In today's world it cannot be said that a product and the trade mark under which it is sold abroad, does not have a reputation or goodwill in countries where it is not available. The knowledge and awareness of it and its critical evaluation and appraisal travels beyond the confines of the geographical area in which it is sold. This has been made possible by development of communication systems which transmit and disseminate the information as soon as it is sent or beamed from one place to another. Satellite Television is a major contributor of the information explosion. Dissemination of knowledge of a trade mark in respect of a product through advertisement in media amounts to use of the trade mark whether or not the advertisement is coupled with the actual existence of the product in the market.”

53. In *Cable News Network INC v. CTVN Calcutta Television Network Pvt. Ltd.*, 2023 SCC OnLine Del 2436, the Court has observed as under –

“103. An important caveat is required, however, to be inserted here. Subsections (6) and (7) of Section 29 include, within the scope of “use” of a registered trade mark, its use on business papers or in advertising. As such, even the use of an infringing logo, by the defendant, on business papers, or advertising, by the defendant, of its services within the jurisdiction of this Court, would constitute “use”. There is, however, no such averment in the present plaint; ergo, this aspect of the matter need not detain us.”

54. In the present case, the TOS (by virtue of clause 4), has the effect of imposing an embargo on SDM using SUPERON in India, save and except for export purposes, and that too only to the extent circumscribed by Clause 7 (and no more).

55. Clearly, SDM cannot be permitted to use SUPERON on websites/social media handles accessible from India, inasmuch as the same



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would completely dilute/nullify/defeat the stipulation in Clause 4 of the TOS.

56. Equally, the contention of SDM that it has incorporated disclaimers on its website and social media platforms, would not, in any manner, create any entitlement to use the mark “SUPERON” within India, (with or without disclaimer/s) in contravention of the embargo in Clause 4 of the TOA.

57. If SDM seeks to use the mark “SUPERON” on any website/social media handles/web pages (which are accessible from India), it is incumbent upon SDM to geo-block the same so that such website/social media handles are not accessible from India. This is a logical and inevitable corollary of the express terms of TOS.

58. Pertinently, *vide* order date 25.11.2024 passed in CONT.CAS (C) No. 1862/2024, this Court has recognised that the rights of SDM do not extend to the use of the word/trade name “SUPERON” in social media posts or advertisements within the territory of India. The relevant observations are as under:

“21. Prima facie, this Court is unable to agree with the interpretation sought to be given by the Respondent to the Settlement Terms. A plain reading of the aforesaid clauses shows that the Respondent has been given a limited right to use the word/trade name "Superon" and only on visiting cards, letters, e-mails, communications, price lists, pamphlets, brochures, packaging within the territory of India, provided it is for the use of export and not for retail. This Clause is wider than the clause extracted in Paragraph 16 above, which has been extracted from the MOFS of 2021 which restricts the Respondent use to only on visiting cards, letter heads and uniforms in the territory of India. Thus, the intention of the parties in the Settlement Terms was to grant additional rights to the Respondent qua the use of the word/trade name "Superon", but in accordance with terms set out therein. However, the rights could not extend to use of the word/trade name "Superon" on social media posts or advertisements within the territory of India.



22. *The LinkedIn Post of the Respondent (which has not been disputed) shows the use of the word/trade name "Superon" in social media which is not in accordance with Clause 7 and Clause 9 of the Settlement Terms which have been reproduced above. Its intended use in the International Fair would constitute use in the territory of India, which is other than the permissive user as agreed to in the Settlement Terms between the parties."*

59. The embargo/restriction on SDM's use of SUPERON, is also reinforced on account of the proceedings that took place before the Facilitator appointed by the Division Bench of this Court in FAO(OS)(COMM) No. 280/2022.

60. The report of the Facilitator expressly records as under:

"8. Matters agreed to be resolved in principle:

8.1 Websites/domain names containing the word "superon":

8.1.1 As the respective websites of both the Parties contain the mark/expression "superon" as part of their domain names, they have agreed to take steps for geo-blocking of their respective websites. The following is the outcome of discussions between the Parties:-

a) SM Group to ensure that all or any websites owned by, or operated for the benefit of SM Group and any other websites that SM Group may host using "superon" as part of their name/domain name/ address are accessible from India only.

b) SDM Group to ensure that all or any websites owned by, or operated for the benefit of SDM Group and any other websites that SDM Group may host using "superon" as part of their name/domain name/ address are accessible from outside India only.

c) Parties had discussed a draft settlement agreement on this aspect, wherein SM Group had suggested addition of certain expressions, which were not agreeable to the SDM Group. A copy of the said draft containing the suggestions of the SM Group in track change mode is annexed hereto as Annexure-A.

d) SDM Group had expressed that looking at the current state of technology, while in ordinary course it is possible to achieve geo-



blocking, however, such geo-blocking may be breached/circumvented by using certain technology, e.9., Virtual Private Network (VPN) or any advancement of technology, which may allow access or visibility of the blocked websites. SDM Group, therefore, suggested that sufficient safeguards to ensure that no party is in a position to level allegations of breach of agreement on geo-blocking be incorporated in the settlement. Parties have not been able to agree on suitable terms.

8.2 Domain name "superonindia.com":

8.2.1 *This domain/website superonindia.com was not to be used by either Party in terms of Clause-10 of TOS. The said domain name is currently controlled by SM Group, though it is contended by SM Group that the same is not in use in any manner whatsoever.*

8.2.2 *SDM Group has desired that the control of this domain name be entrusted with a mutually agreed third party, as this domain was used previously for emails that were addressed to Superon Schweisstechnik India Limited, and no party should take advantage of any emails being received at an email id having this domain, though domain may not be in active use.*

8.2.3 *The point to be resolved is whether SM Group should retain control of this domain, or should it be entrusted to a third/neutral party."*

61. *Vide order dated 20.11.2024, the Division Bench of this Court, inter alia, expressly recorded as under:*

"6. However, be that as it may, taking into account the special circumstances involved, wherein a facilitator had been appointed by this Court and he has already submitted his Final Report while disposing of the applications as not being maintainable, we grant liberty to both sides to rely on the said report in any appropriate proceeding which they may choose to initiate or may have already initiated."

62. Thus, the parties undertook before the Facilitator to take steps for geo-blocking of their respective websites in terms of what has been recorded in Paragraph 8.1 of the Facilitator's Report. The only apprehension expressed by SDM was that geo-blocking may be breached/circumvented by anyone using certain technology, for instance, a Virtual Private Network (VPN).



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Consequently, SDM suggested that sufficient safeguards be introduced to ensure that no party is in a position to level allegation of breach of the agreement on geo-blocking.

63. During the course of hearing in the present petition, however, learned senior counsel for SDM has sought to virtually resile from the “in principle understanding” regarding geo-blocking of its website/social media handles.

64. A written note has been handed over on 16.02.2026. It has, *inter alia*, been stated therein as under:

“while SDM did express amenability to geo-blocking, the same was contingent on SM geo-blocking their website as well as incorporating safeguards.”

65. The fact that geo-blocking can be bypassed through the use of certain sophisticated technology, *inter alia*, a VPN, does not detract from the fact that it affords the only possible means by which SDM can use the mark “SUPERON” on its website/social media handles. In the event that SDM is not amenable to geo-blocking, it would be altogether precluded from maintaining any website/social media platforms (accessible from India) that use/incorporate the mark/word “SUPERON”. Any such use would be in the teeth of the express bar incorporated in Clause 4 of the TOS.

66. Since SM has given its no objection to geo-blocking of its website/social media handles for the purpose of adhering to the terms of the TOS, it is incumbent on SDM to take recourse to such geo-blocking if he is desirous of continuing to maintain website/social media platforms accessible from India, that use/make reference to the word/mark “SUPERON”.

67. Thus, the only way to give effect to the TOS is either (i) to enforce the embargo created by Clause 4 thereof (subject to the very limited exception



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carved out in Clause 7, with respect to any use by SDM of the mark “SUPERON”) or (ii) to permit SDM to maintain website/social media handles subject to geo-blocking, so as to ensure that the same are not accessible from India.

68. The preferred route of SDM, *viz.* using the mark/word “SUPERON” on its website/social media handles without any geo-blocking, so that same are accessible within India to all and sundry, results in a flagrant breach of the TOS.

69. Likewise, it is incumbent upon SDM to refrain from using the word/mark “SUPERON” on physical hoarding in India. Such usage is clearly inconsistent with the categorical restriction incorporated in Clause 4 of the TOS.

70. Further, in line with Clause 5 of the TOS, it is incumbent on SDM to have separate divisions within the parent company so as to ensure that no overlap/encroachment arises on account of the usage of the marks by such separate divisions.

71. This is on account of the nature of the restrictions imposed on each of the divisions. The restrictions imposed on “A-Division” are territorial, whereas the restrictions of “B-Division” are based on product differentiation. There is no restriction on the usage of the mark STARBLAZE by “C-Division”, either territorially or based on product differentiation. It is therefore essential that these divisions operate and use their respective marks independently.

72. It is also for this reason that Clause 6 of the TOS clearly provides that all three Divisions shall have separate websites, without linking with each



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other in any manner and that there would be no group website for the three Divisions.

73. It is further provided that “all three Divisions shall not interlink, either directly or indirectly, or by reference to any web links, social media, Instagram, LinkedIn, Facebook, etc.” It is incumbent on SDM to adhere to the aforesaid.

74. SM has also alleged that SDM is engaged in the manufacture and marketing of industrial products under the trademark/brand name “Stanvac Prime” and sub-brands of Stanvac Prime Pvt. Ltd. Clause 5(ii) of the TOA clearly stipulates that the B Division of the parent company “*will be used only to sell and market FMCG/Household retail and any other products, except industrial products, for sale under the trademark “Stanvac Prime” and sub brands of Stanvac Prime Private Limited within and outside the territory of India.*”

75. A plain reading of the aforesaid clause makes it evident that SDM is expressly prohibited from manufacturing or marketing industrial products under the trademark/brand name “Stanvac Prime” and sub brands of Stanvac Prime Private Limited.

76. Accordingly, if SDM is undertaking any such activity, it shall forthwith desist from the same.

77. SM is also aggrieved by the use of the term “SCHWEISSTECHNIK” by SDM in India. However, a perusal of the TOA reveals that the only restriction on SDM in this regard emanates from Clause 4 of the TOS, which merely prohibits the use of “SCHWEISSTECHNIK” in the name of the parent company belonging to SDM. The name of the parent company has



been changed and it has now been renamed as Stellaris Speciality India Ltd. Further, Clause 2 of the Agreed Terms dated 12.05.2023 provides as under:-

“2.SDM shall not use the words SUPERON and SCHWEISSTECHNIK in the name of any new entity in India”

78. The above stipulation is, no doubt, binding on SDM. However, SDM has rightly pointed out that apart from the above, none of the clauses of the TOS address the issue of exclusivity, transfer, or ownership of “SCHWEISSTECHNIK.” In the absence of any such stipulation, the use of the term “SCHWEISSTECHNIK” by SDM cannot be construed as contemptuous conduct.

79. Now, coming to the allegation of SDM to the effect that SM has also breached the TOS by interlinking its use of the word/mark “SUPERON” with “STANVAC” on social media, at trade fair/s and on physical hoardings. The defence of SM is that interlinking was contemplated only *qua* electronic interlinking and not for physical interlinking. On the basis of this understanding, SM seeks to justify the conjoint use to the marks “SUPERON” and “STANVAC” on hoardings installed outside its premises.

80. The above contention on behalf of SM cannot be accepted. The distinction sought to be drawn by SM between ‘physical interlinking’ vis-a-vis ‘electronic interlinking’ does not flow from the terms of the TOS. Clause 6 of the TOS, *inter alia*, provides that all group companies of SM shall not interlink, either directly or indirectly OR ‘by reference to any web links, social media, Instagram, LinkedIn, Facebook, etc’.

81. The width of the expression “either directly or indirectly” cannot be curtailed in the manner suggested on behalf of SM. Likewise, the use of the



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expression ‘OR’ negates the plea that the restriction is confined to interlinking on social media.

82. Thus, in order for SM to adhere to the terms of the TOS, it is incumbent on SM to refrain from the conjoint use of the word/mark SUPRON alongwith STANVACK.

83. Another contention raised by SDM pertains to the use of the term “Superon India” and the website www.superonindia.com by SM.

84. Insofar as the website www.superonindia.com is concerned, Clause 10 of the TOS clearly stipulates that “the parties have agreed that the website www.superonindia.com shall not be used by them henceforth.”

85. Accordingly, neither SM nor SDM is entitled to use the said website.

86. In response to SDM’s contention that SM has been using the said website in contravention of the TOA, SM has submitted that it is not using the said website. The said submission of SM is taken on record.

87. However, with regard to SDM’s grievance on account of use of the term “Superon India” by SM, this Court is not inclined to accept the same, inasmuch as there is no stipulation in the TOA which restrains SM from using the same within India.

CONCLUSION:

88. In view of the foregoing, both parties are found to be in wilful disobedience of the TOA to the extent noted hereinabove.

89. The legal position is well-settled that in the exercise of its contempt jurisdiction, this Court, apart from punishing the contemnors, has the power to issue appropriate directions so that any advantage secured as a result of the contentious conduct is nullified. In *Balwantbhai Somabhai Bhandari v.*



Hiralal Somabhai, (2023) 17 SCC 545, the Supreme Court has observed as under -

81. A three-Judge Bench of this Court in SBI v. Vijay Mallya [SBI v. Vijay Mallya, (2024) 12 SCC 85 : 2022 SCC OnLine SC 826] , in clear terms said that apart from punishing the contemnor for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the Court so that any advantage secured as a result of such contumacious conduct is completely nullified. The approach may require the Court to issue directions either for reversal of the transactions in question by declaring said transactions to be void or passing appropriate directions to the authorities concerned to see that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.

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89. Thus, although Section 52 of the 1882 Act does not render a transfer pendente lite void yet the court while exercising contempt jurisdiction may be justified to pass directions either for reversal of the transactions in question by declaring the said transactions to be void or proceed to pass appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or anyone claiming under him.

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117. We may summarise our final conclusion as under:....

117.3. Although the transfer of the suit property pendente lite may not be termed as void ab initio yet when the court is looking into such transfers in contempt proceedings the court can definitely declare such transactions to be void in order to maintain the majesty of law. Apart from punishing the contemnor, for his contumacious conduct, the majesty of law may demand that appropriate directions be issued by the court so that any advantage secured as a result of such contumacious conduct is completely nullified. This may include issue of directions either for reversal of the transactions by declaring such transactions to be void or passing appropriate directions to the authorities concerned to ensure that the contumacious conduct on the part of the contemnor does not continue to enure to the advantage of the contemnor or any one claiming under him.

90. It has been further held in a catena of cases that while exercising contempt jurisdiction, it is permissible for the Court to issue necessary



directions to ensure that agreed terms are adhered to. Further, this Court is also empowered to give the parties an opportunity to purge their conduct.

91. In **Noorali Babul Thanewala v. K.M.M. Shetty**, (1990) 1 SCC 259, the Supreme Court has observed as under –

“11.It is settled law that breach of an injunction or breach of an undertaking given to a court by a person in a civil proceeding on the faith of which the court sanctions a particular course of action is misconduct amounting to contempt. The remedy in such circumstances may be in the form of a direction to the contemnor to purge the contempt or a sentence of imprisonment or fine or all of them. On the facts and circumstances of this case in the light of our finding that there was a breach of the undertaking we think that mere imposition of imprisonment or fine will not meet the ends of justice. There will have to be an order to purge the contempt by directing respondent 1-contemnor to deliver vacant possession immediately and issuing necessary further and consequential directions for enforcing the same.”

92. In **DDA v. Skipper Construction Co. (P) Ltd.**, (1996) 4 SCC 622, the Supreme Court has made the following observations –

“17. The principle that a contemner ought not to be permitted to enjoy and/or keep the fruits of his contempt is well settled. In Mohd. Idris v. Rustam Jehangir Babuji [(1984) 4 SCC 216 : 1984 SCC (Cri) 587 : (1985) 1 SCR 598] this Court held clearly that undergoing the punishment for contempt does not mean that the court is not entitled to give appropriate directions for remedying and rectifying the things done in violation of its orders. The petitioners therein had given an undertaking to the Bombay High Court. They acted in breach of it. A learned Single Judge held them guilty of contempt and imposed a sentence of one month's imprisonment. In addition thereto, the learned Single Judge made appropriate directions to remedy the breach of undertaking. It was contended before this Court that the learned Judge was not justified in giving the aforesaid directions in addition to punishing the petitioners for contempt of court. The argument was rejected holding that “the Single Judge was quite right in giving appropriate directions to close the breach (of undertaking)”.”

93. Accordingly, before taking action against either party for committing contempt/wilful disobedience of the stipulations incorporated in the TOS, the following directions are issued:



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- (i) SDM and group companies/persons shall refrain from using the word/mark SUPERON (whether by itself or in conjunction with any other word/mark) on its website or on any social media (including on LinkedIn, Instagram, Facebook), unless and until the said websites are geo-blocked so as to ensure that they are not accessible from India.
- (ii) SDM is directed to remove its hoarding/s displaying the mark SUPERON (whether by itself or in conjunction with any other word/mark) from its physical premises/location in India.
- (iii) SDM is directed to adhere to the provisions of Clause 5 of the TOS and to ensure that the operations of the parent company (earlier known as Superon Schweisstechnik India Ltd. now renamed Stellaris Speciality India Ltd.) are demarcated into three divisions, as contemplated in Clause 5 of the TOS.
- (iv) Further, each division shall have a separate website without interlinking with each other in any manner and there shall be no group website of the three divisions.
- (v) SDM shall also refrain from manufacturing and marketing industrial products by using the trademark/brand name Stanvac Prime and sub-brands of Stanvac Prime Pvt. Ltd.
- (vi) SDM is directed to file an affidavit of compliance within a period of four weeks from today.

94. The following directions are issued to SM :-

- (i) SM shall refrain from interlinking the mark SUPERON with STANVAC/STARBLAZE in any manner whatsoever, including on the internet/social media as also in the physical domain.



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- (ii) SM shall remove physical hoarding/s that interlink SUPERON with STANVAC.
- (iii) SM shall geo-block its website/social media handles to ensure that usage of the mark SUPERON (whether by itself or in conjunction with any other word/mark) thereon is not accessible from any location outside India.
- (iv) SM is directed to file an affidavit of compliance within a period of four weeks from today.

95. In the event of non-compliance by either party, this Court shall be constrained to take appropriate action for committing wilful disobedience of the stipulations of the TOS.

96. List for further consideration in 30.04.2026.

SACHIN DATTA, J

MARCH 30, 2026/sv/at