



\$~28

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 338/2026**

MS CMYK PRINTECH LIMITEDPlaintiff
Through: Mr. Saurav Agrawal, Mr. Asan Rajan,
Mr. Ajay Sharma, Mr. Vikash Tomar,
Mr. Devang Shrotriya, Mr. Kashish
Chadha and Mr. Harsh Khabar,
Advocates.

versus

MS IDEAL MULTI MEDIA NETWORK PRIVATE LIMITED
.....Defendant
Through:

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

% **01.04.2026**
I.A. 8623/2026 (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 ('CPC') as applicable to commercial suits under the Commercial Courts Act, 2015 ('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 within thirty (30) days.
3. Accordingly, the application stands disposed of.

I.A. 8621/2026 (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 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. 8622/2026 (Exemption)

7. This is an application filed on behalf of the plaintiff under Section 151 of CPC seeking exemption from filing clearer/re-typed copies of documents which may be dim, illegible or unclear along with the captioned suit.

8. Exemption allowed, subject to just exceptions. However, clearer/typed copies of the documents with proper margins be filed within four weeks with an advance copy to the defendant.

9. The application stands disposed of.

I.A. 8624/2026 (seeking leave to take appropriate proceedings for other cause of actions)

10. The present application has been filed on behalf of the plaintiff under Order II Rule 2 read with Section 151 of the Code of Civil Procedure, 1908.

11. For the reasons stated therein, the same is allowed.

12. The application stands disposed of.

I.A. 8625/2026 (Seeking extension of time to file Court fees)

13. The present application has been filed by the plaintiff under Section 149 read with Section 151 of CPC, seeking extension of time to file Court Fees.

14. Considering the submissions made in the present application, an extension of two weeks is granted to affix the requisite court fees.

15. The application stands disposed of.

I.A. 8620/2026 (Order XXXIX Rules 1 & 2, CPC)

16. 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 defendant.

17. Plaintiff claims to be the publisher of the newspaper “The Pioneer” with rich legacy and national reputation in journalism, media and news reporting



and spanning over 160 years. It was started in the year 1865 by Sir George Allen in Allahabad. Plaintiff claims that Sir Winston Churchill and Rudyard Kipling were its war correspondents at one time. The said newspaper was owned and used by multiple agencies until 1990 when it was taken over by the Thapar Group. The Delhi Edition was launched sometime in December, 1991. In the year 1998, the plaintiff acquired “The Pioneer” from the Thapar Group. Under the acquisition, the plaintiff was vested with the right to curate, print and publish the newspaper “The Pioneer”.

18. Over the decades, the mark “**The Pioneer**” has earned a formidable reputation for editorial integrity, independent journalism and fearless reporting. The newspaper received international recognition when it was selected by the US Government in 1951 for an official media tour. The newspaper and its journalists are claimed to have earned multiple awards between 2009 and 2024 for excellence in investigative reporting. In the meanwhile, the newspaper expanded its national footprint with regional editions in Delhi, Lucknow, Bhopal, Chandigarh, Dehradun, Bhubaneswar, Ranchi, Vijayawada and Raipur. “The Pioneer” is registered with the Press Registrar General of India. The plaintiff has the following registration for the marks “The Pioneer”, which are reproduced hereunder:

Trademark	Application No.	Application Date	Class	Status
	2240855	28.11.2011	16	Registered.
	2240856	28.11.2011	41	Registered.
	6996478	07.05.2025	41	Application filed
	7004137	13.05.2025	41	Application filed
	6995335	07.05.2025	41	Application filed
	6995343	07.05.2025	41	Application filed
	12642814	08.07.2025	16 & 41	Application filed

19. By virtue of extensive history, long, extensive and continuous use



coupled with extensive distribution and promotion, “The Pioneer/ *The Pioneer*” enjoys an enviable reputation and goodwill among the public, who exclusively associate the said mark with the plaintiff alone. Plaintiff claims that the mark “The Pioneer/ *The Pioneer*” is the well-known in the field of journalism. Resultantly, it claims that the marks are of considerable value on account of goodwill and reputation garnered over the last many decades. Plaintiff claims that the words “The Pioneer” form a distinct and prominent part of the plaintiff’s label mark and uniquely associated with the plaintiff.

20. Plaintiff also claims that the news content, the marks “The Pioneer” and the label “*The Pioneer*” constitute an ‘Original literary work’ as per the provisions of the Copyrights Act, 1957, and the plaintiff is the owner of such copyrights.

21. On 10.03.2004, the plaintiff executed a Memorandum of Understanding (‘*MoU*’) in favour of defendant to publish “The Pioneer” from Bhopal as the Bhopal Edition on account of which the defendant was to pay a royalty to the plaintiff for a sum of Rs.2 lakhs per month. The plaintiff claims that all the rights including the trademarks and copyright subsisting in respect of “The Pioneer” newspaper vested with the plaintiff alone. Plaintiff claims to have applied for the trademark “PIONEER/ *The Pioneer*” in Class 16 and 41 on 28.11.2011 claiming user since the year 1864. The Trade Mark Registry granted registration to the mark “The Pioneer/ *The Pioneer*” in Class 16 and 41 on 19.06.2018 for a period of ten (10) years with effect from 28.11.2011.

22. It is stated that a Corporate Insolvency Resolution Process (‘*CIRP*’) proceedings were initiated on 19.01.2021 against the plaintiff by one Mr. Amit Goel, however, the parties arrived at a settlement on 03.02.2025 wherein Mr. Amit Goel agreed to withdraw the CIRP proceedings. It is stated that the said settlement was recorded by the Supreme Court on 04.02.2025. The National Company Law Tribunal (‘*NCLT*’) recorded the withdrawal of the CIRP



proceedings by Mr. Amit Goel on 19.02.2025. Since the plaintiff was not being remitted the royalties in accordance with the MoU executed on 10.03.2004, it sent a legal notice of demand of dues of Rs.1,81,39,787/- accruing for the period from September, 2023 to December, 2024 on 08.03.2025. It is asserted that the parties were in talks and negotiations in the interregnum.

23. Though, it is stated that on 02.07.2025, the plaintiff terminated the arrangement even thereafter many meetings were held between the parties. Lastly, it is claimed that the temporary arrangement was extended upto 31.12.2025. Having regard to the fact that the defendant, though had assured payment of Rs.47.45 lakhs to the plaintiff on 03.04.2025, did not respond positively constraining the plaintiff to end the MoU dated 10.03.2004 *vide* the notice dated 17.02.2026.

24. Plaintiff claims that despite termination/revocation of the MoU dated 10.03.2004, the defendant continues to violate and infringe the mark “The Pioneer” and the label “ *The Pioneer* ” till date by continuing to publish the identical news reports/materials which the plaintiff publishes. According to the plaintiff, the said acts are not only in violation and infringement of its statutory rights under the Trade Marks Act, 1999 but also the statutory and common law rights available to it under the Copyrights Act, 1957.

25. Plaintiff also claims that the defendant is taking illegal and unlawful benefits of the goodwill of the plaintiff and simultaneously is deceiving the public into believing that the local news incorporated in the illegal publication of the defendant is verified and authenticated by the plaintiff. Plaintiff also claims that such publication and illegal print of the news reports and other articles exclusively belonging to the plaintiff as an owner of the copyrights embodied therein coupled with the unauthorized and unlawful adoption of the mark “The Pioneer” and the label “ *The Pioneer* ”, the defendant is also guilty of passing off.



26. Predicated on the above, the plaintiff seeks an *ex-parte ad interim* injunction.

27. Having heard Mr. Saurav Agrawal, learned counsel for the plaintiff, perusing the pleadings and post-examination of the records, it appears that the *ex-parte ad interim* injunction would be in order.

28. In order to demonstrate the extent to which the defendant is in violation or infringement of the trademarks “The Pioneer” or the label “The Pioneer” coupled with the copyrights available with the plaintiff on the news reports and other material in the newspaper, as an example, it would be apposite to compare the two publications which are reproduced hereunder:





29. It appears from the aforesaid comparison that the publication of the newspaper is a coordinated and layered process involving editing, designing, visual creation and compilation. The plaintiff and its editorial board along with



the journalists employed with it, exercise the intellect in creation, curation and presentation of contents after the plaintiff identifies and selects newsworthy events and topics. The overall structure and presentation and the sequencing of stories etc. appear to be determined by the plaintiff. Plaintiff has also claimed to be preparing original head notes, summaries, selection of fonts, column widths, spacing, headline style etc., which are also unique and are copyrightable. The photographs which are displayed and the other visual content are unique to the plaintiff's newspaper.

30. From the aforesaid observations, and the examination of the comparative table above, *prima facie*, it appears that the defendant is copying/imitating and publishing the contents of the newspaper published by the plaintiff. Having regard to the assertion of the plaintiff, that *vide* the termination notice dated 17.02.2026, the MoU dated 10.03.2004 has been revoked/terminated, the usage of the trademark "The Pioneer" and the label " **The Pioneer** " alongwith the copyrightable news reports and other material published by the plaintiff in its newspaper by the defendants appear to tantamount to unauthorized and illegal adoption and infringement of not only the trademarks but also the copyrights of the plaintiff.

31. The plaintiff has been able to evidence, *prima facie*, strong case in its favour. Having regard to the fact that the plaintiff is the registered proprietor of the trademark "The Pioneer" and the label " **The Pioneer** " alongwith the common law and statutory rights of the copyrightable material, which is published, followed by the termination/revocation of the MoU dated 10.03.2004, the balance of convenience is tilted in favour of the plaintiff. The plaintiff shall suffer irreparable loss and injury, which may not be compensated adequately in monetary terms, in case an *ex-parte ad interim* injunction is not granted.

32. Accordingly, the following directions are passed:

- a) The defendant, its directors, officers, agents, servants,



representatives, and all others acting on its behalf are restrained from reproducing, copying, downloading, extracting, publishing, printing, distributing or in any manner whatsoever exploiting the plaintiff's copyrighted newspaper "The Pioneer", including its content, articles, layout, format, compilation, photographs and design;

- b) The defendant, its directors, officers, agents, servants, representatives, and all others acting on its behalf are restrained from representing itself as a franchisee, licensee, or authorized user of the mark "The Pioneer", in any manner whatsoever;
- c) The defendant, its directors, officers, agents, servants, representatives, and all others acting on its behalf are also restrained from collecting revenue, soliciting advertisements, or entering into any commercial transactions using the mark "The Pioneer".

33. Issue notice.

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

35. Compliance of Order XXXIX Rule 3 of CPC shall be done within ten days from date.

CS(COMM) 338/2026

36. Let the plaint be registered as a suit.

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

38. The summons shall state that the Written Statement shall be filed by the defendant within 30 days from the date of the receipt of summons. Alongwith the Written Statement, the defendant shall also file Affidavit of Admission/Denial of the documents of the plaintiff, without which the Written Statement shall not be taken on record.



39. 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.

40. 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.

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

42. List before the Joint Registrar (Judicial) on 08.07.2026 for completion of service and pleadings.

43. List before the Court on 24.09.2026.

TUSHAR RAO GEDELA, J

APRIL 1, 2026

Yrj/rl