

IN THE COURT OF MS. PREETI AGRAWAL GUPTA
DISTRICT JUDGE, (COMMERCIAL COURT)-02, WEST,
TIS HAZARI COURTS, EXTENSION BLOCK, DELHI

CS (COMM) No. 1041/2025
CNR No. DLWT010135142025

RELAXO FOOTWEARS LIMITED,
Through
Their Constituted Attorney,
Mr. Mohit Yadav, S/o Ram Ratan Singh,
At QuickIP Consultancy Private Limited
Aggarwal City Square, Plot No. 10,
Manglam Place, District Centre,
Sector - 3, Rohini, Delhi 110085

...Plaintiff

Versus

PRAVEEN YADAV
S/o. Jaipal
F-142, 143, Gali No.19,
Rajdhani Park, Nangloi,
Delhi-110041

Also at:

House No.49-A,
First Floor, Khasra No.4/12
Shiv Vihar, Block-C, Nangloi,
West Delhi-110041.

COMMERCIAL SUIT UNDER SECTIONS 134 & 135 OF THE
TRADE MARKS ACT, 1999 AND SECTION 55 OF THE COPY
RIGHT ACT 1957 SEEKING PERMANENT AND MANDATORY
INJUNCTION RESTRAINING THE DEFENDANT FROM
INFRINGEMENT OF TRADEMARKS, PASSING OFF, UNFAIR
PRACTICES, ETC, COSTS, DAMAGES, DELIVERY UP ETC.

Date of institution of Suit : 19.12.2025
Date of Assignment to this court : 20.12.2025
Date of hearing of final argument : 08.05.2026
Date of Judgment : 15.05.2026

JUDGMENT

1. By way of present judgment, suit of the plaintiff filed for *Permanent and Mandatory Injunction restraining the defendant from Infringement of Trademarks, Passing Off, Unfair Practices etc, costs, Damages, Delivery up etc.*, is being adjudicated upon. It shall be relevant to examine the facts of the present case for the determination of the plaintiff's entitlement to a judgment/decree, by way of the present Suit filed before this Court, based on admissions by the defendant.

2. In the present Suit filed by the plaintiff, plaintiff company (*Relaxo Footwears Limited*), is stated to be a leading and globally well-known company engaged in the manufacture, marketing and export of footwear and related accessories including socks, shoe creams, fresheners, polish, brushes, and bag and is presently the largest footwear manufacturer in India. The present suit is instituted through its authorised representative, Mr. Mohit Yadav of QuickIP Consultancy Pvt. Ltd., duly authorised vide Letter of Authority dated 22.05.2025, executed by Mr. Navin K. Trivedy, General Manager (Legal), pursuant to a Board Resolution dated 31.07.2024.

3. It is averred that the Plaintiff, *Relaxo Footwears*

Limited, commenced as a small enterprise in 1976 and was incorporated in 1984 under the Companies Act, 1956, with its registered office at Aggarwal City Square, Plot No. 10, Manglam Place, Sector-3, Rohini, Delhi-110085. Having established itself as a well-known industry player, it was publicly listed in 1995 and is presently a public company listed on the Bombay Stock Exchange and National Stock Exchange. In the course of its business, the Plaintiff has coined and adopted several unique and distinctive trademarks, including the house mark **RELAXO** and product-specific brands such as **BAHAMAS**, **FLITE**, **SCHOOLMATE**, **Fun Kids**, **SPARX**, **/X**, etc. These prominent, well-known and reputable trademarks are the result of its originality and bona fide adoption and are exclusively associated with the Plaintiff and are the result of its originality and bona fide adoption, with prominent trademarks including **SPARX**, **RELAXO**, **FLITE**, **BAHAMAS**, and **KIDS FUN** etc.



4. It is averred that in 1977, the Plaintiff independently adopted the distinctive trademark “**RELAXO**” for marketing and selling its footwear and commenced its commercial use immediately thereafter. The Plaintiff has since bona fide adopted and used the “**RELAXO**” mark in various artistic styles and representations, in its own name and right, for different classes of footwear, such as



5. It is averred that One of the Plaintiff's highly arbitrary, distinctive, and popular trademarks is "SPARX", originally adopted and registered by *Bata India Limited*, the Plaintiff's *predecessor-in-interest*, on 01.11.1978 under Registration No. 342264. The said trademark, along with its goodwill and all rights and interests, was validly assigned to the Plaintiff for valuable consideration *vide* Deed of Settlement and Deed of Assignment dated 31.07.2015, making the Plaintiff the subsequent registered proprietor of the trademark "SPARX".

6. It is averred that in 2000, plaintiff independently adopted the distinctive trademark "SPARK"/ for footwear and commenced its commercial use, followed by bona fide adoption of

the trademark/label "SPARX"/ in 2002 in various artistic representations for specific classes of footwear. In the same

year, the Plaintiff also adopted the " /X" (device) for its sports shoes and sandals, symbolising youth and energy. The " /X" (device) is a key distinguishing feature of SPARX products, prominently displayed and serving as a unique source identifier exclusively associated with the Plaintiff. Similarly, the Plaintiff

adopted the trademarks "BAHAMAS/**BAHAMAS** ,



in




1998,









"FLITE/



,



FLITE  ,  ” in 2000, and “KIDS FUN/  ” in 2000, each introduced to commercial use immediately and thereafter, used in various artistic styles and representations for different categories of footwear.

7. The distinctive representations of the trademarks and devices “RELAXO”,  “SPARK”,  , “SPARX”,  ,  , “X” “FLITE”, **FLITE**  ,  , “BAHAMAS”,  , and “KIDS FUN”  constitute original artistic works under Section 2(d) of the Copyright Act, 1957, of which the Plaintiff is the exclusive owner. Since their adoption, these trademarks have been used extensively, continuously and **globally**, signifying the Plaintiff as the source of high-quality products, and all references to the said trademarks include their respective artistic devices.







8. It is averred that plaintiff has consistently invested substantial amounts in marketing and promotion of its products under the subject trademarks, resulting in significant year-on-year growth in sales. Its promotional strategy includes celebrity endorsements, event sponsorships, and extensive advertising across electronic, print, and digital media. Notably, Bollywood actor Akshay Kumar has served as brand ambassador for the Plaintiff’s **SPARX** range for over 3.5 years, featuring the trademarks “**SPARK, SPARX,**




and  /X” (device).

These trademarks signify the Plaintiff’s products and denote high standards of quality and performance. Promotional materials and internet extracts relied upon, reflecting such use and endorsements, are annexed with the plaint.

9. It is claimed that over the years, the Plaintiff has incurred substantial promotional expenditure for its brands




“RELAXO”,  “SPARK”,  , “SPARX”,  ,  , “X” “FLITE”,  ,  ,






“BAHAMAS”,  , and “KIDS FUN”  (device), which has steadily increased from Rs.0.81 Crore in 2005 - 2006 to Rs.50.08 Crores in 2022 - 2023. The Plaintiff’s products enjoy a wide market presence in India and internationally, distributed through extensive trade channels and online platforms, including its official website www.relaxofootwear.com and third-party marketplaces. The Plaintiff’s growing goodwill is reflected in the consistently increasing sales turnover of its SPARX range, rising from Rs.6.32 Crores in 2005 – 2006 to Rs.1,144 Crores in 2022–23.

10. It is averred that The Plaintiff’s products sold under the trademarks RELAXO, SPARK, SPARX, /X, FLITE, BAHAMAS, and KIDS FUN have been widely accepted and recognised as high-quality and high-performance products, as evidenced by awards and accolades. As per The Brand Trust Report–India 2016, SPARX was

ranked among the most trusted footwear brands in India based on a study of 20,000 brands across 16 cities. Owing to superior quality, extensive commercial use, and large-scale advertising, the said trademarks and their artistic representations have become exclusively associated with the Plaintiff and are highly distinctive of its business and products, having acquired secondary meaning and immense commercial value. The marks are arbitrary and inherently distinctive and any unauthorised or deceptively similar use is likely to dilute their distinctive character and tarnish the Plaintiff's goodwill and reputation. Plaintiff, being the registered owner/licensee/permitted user of the said trademarks, continues to expand its product lines and distribution networks, offering footwear and related accessories including socks, shoe care products, and bags under the aforesaid trademarks.

11. It is averred that the Plaintiff, including its predecessor, has secured its common law rights by filing multiple trademark applications before the Registrar of Trade Marks, detailed as under:-

Trademark	Application No.	Class	Date of Application	Journal No.	Status
	342264	25	01.11.1978	740-0	Registered
SPARK	1229602	25	01.09.2003	1324-1	Registered
S P A R X	1315804	25	18.10.2004	1328-3	Registered
SPARX	2193065	03	19.08.2011	1743-0	Registered
SPARX (device)	2206265	25	16.09.2011	1839-0	Registered
 (‘X’ device)	2271841	25	25.01.2012	1842-0	Registered
	3420163	25	26.11.2016	1782-0	Pending

SPARX	3420161	18	26.11.2016	1922-0	Pending
SPARX	3420162	21	26.11.2016	1922-0	Registered
SPARX	3420164	28	26.11.2016	1922-0	Registered
SPARX	3445037	35	29.12.2016	1955-0	Registered
	4046947	25	04.01.2019	1914-0	Registered
	4046946	25	04.01.2019	1914-0	Registered
	1839861	25	15.07.2009	1671-0	Registered
	3437449	25	20.12.2016	1793-0	Registered
	1970132	25	24.05.2010	1554-0	Registered

It is claimed that all existing registrations are valid, subsisting, and constitute the Plaintiff's "earlier marks" within the meaning of Section 11 of the Trade Marks Act.

12. It is claimed that the Plaintiff is also the lawful owner of the copyrights in the artistic representations of the said trademarks, which are original artistic works under Section 2(c) of the Copyright Act, 1957, created at the Plaintiff's instance. Copies of the Legal Proceeding Certificates and copyright registrations relied upon are annexed with the plaint. Plaintiff has continuously and extensively used the trademarks **RELAXO**, **SPARK**, **SPARX**, **FLITE**, **BAHAMAS**, and **KIDS FUN**, along with their artistic features, colour schemes, and device elements, in the course of trade. The Plaintiff, as registered owner/licensee/permitted user of the said copyrights, enjoys exclusive rights therein under Section 14 of the

Copyright Act, 1957, all of which are inseparable from and form part of the Plaintiff's trademarks.









13. It is claimed that the trademarks **RELAXO, SPARK, SPARX, FLITE, BAHAMAS,** and **KIDS FUN** are exclusively associated in the minds of consumers and the trade with the Plaintiff and its products, owing to their extensive, long-standing, and geographically widespread use. Accordingly, these marks qualify as **well-known trademarks** under Section 2(1)(zg) of the Trade Marks Act, 1999 and are entitled to enhanced protection, including under Section 29(4) of the Act. Plaintiff enjoys statutory and vested common law rights in the said trademarks, and any unauthorised use of identical or deceptively similar marks would amount to infringement and passing off.

14. It is claimed that the Plaintiff has maintained a strong digital and physical market presence through its official website, e-commerce platforms, and social media channels including *Facebook Instagram, Twitter and YouTube*, alongside extensive advertising and promotional activities across television, print, outdoor, and digital media, including celebrity endorsements. This sustained promotion has resulted in substantial goodwill, reputation and top-of-mind recall for the Plaintiff's trademarks across India and beyond. The Plaintiff's products under the said trademarks enjoy a dominant market presence and are used across all sections of society. The Plaintiff is

entitled to exclusive use of the goodwill attached to the trademarks across goods and services, and any unauthorised adoption is likely to cause confusion and deception as to source. With decades of experience since 1977, Plaintiff has emerged as a global leader in the footwear industry, offering high-quality, innovative, and comfortable products. The Plaintiff operates nine manufacturing facilities across *Haryana, Rajasthan, and Uttar Pradesh*, with a production capacity of approximately *10.5 lakh pairs per day*, supported by lean manufacturing practices, advanced industrial engineering techniques, and continuous cost and efficiency optimisation, making it the largest domestic manufacturer in its segment.

15. At the time of filing the suit, same has been filed as a “*John Doe*” Suit against unknown defendant, thereby incorporating the name ‘Ashok Kumar’ as name of unknown defendant. However, the given identify of defendant was stated to be traceable to a place where the alleged infringed goods were stated to being manufactured. Since, the plaintiff was not aware about the exact constitution of the defendant, a prayer was made for liberty to *sue* against unnamed and undisclosed defendant arrayed as “Ashok Kumar”. Hence, defendant has been arrayed as **“Ashok Kumar” based on “John Doe” principle applicable in India.**









16. By way of the present suit, it was averred on behalf of plaintiff that in the **first week of December 2025**, Plaintiff received

information from various sources that the Defendant was engaged in manufacturing, labelling, packaging, stocking, and selling counterfeit products under the Plaintiff's trademarks/labels/devices "RELAXO",  "SPARK", , "SPARX", , , "X" "FLITE", , , "BAHAMAS", , and "KIDS FUN" , both directly to the public and through wholesalers and retailers. Upon conducting an investigation in the **second week of December 2025**, the Plaintiff got confirmed that the said impugned products are counterfeit products, amounting to infringement and passing off of the plaintiff's trademarks/products. It was alleged that defendant was operating from his unit located at *F-142, Gali No.19, Nangloi, Mundaka, Delhi-110041*, well within the ***jurisdiction*** of this Court and is engaged in the manufacture, assembly, printing, storage, distribution, marketing, and sale of counterfeit and infringing products bearing trademarks identical or deceptively similar to the Plaintiff's well-known marks, causing confusion and deception among consumers and the trade. These infringing activities are carried out from the Defendant's premises in Mundaka, Delhi, with products widely available in and around the said area and distributed across India. It is averred and claimed that the Plaintiff's trademarks and logos have been *slavishly* copied with a clear *malafide* intent to misrepresent an association with the Plaintiff and to unlawfully ride on its reputation and goodwill. It is alleged that the Defendant's deliberate adoption of visually, phonetically, and structurally similar marks constitutes trademark

infringement and passing off under the Trade Marks Act, 1999, resulting in dilution of the Plaintiff's trademarks, deception of the public, unlawful enrichment of the Defendant and substantial loss and irreparable harm to the Plaintiff's goodwill and business.

17. The *cause of action* is stated to have first arisen in *December 2025*, when the Plaintiff learnt of the Defendant's unlawful manufacture, packaging, stocking, and sale of counterfeit footwear products, under the Plaintiff's trademarks. The cause of action also arose as consumers are being misled into purchasing the impugned products, believing them to be those of the Plaintiff, thereby endangering public interest and that the cause of action continues to subsist. This Hon'ble Court has the *territorial jurisdiction* to entertain and adjudicate the present suit as the Defendant's business premises and operations are situated within the territorial jurisdiction of this Hon'ble Court.

18. By way of present Suit, plaintiff has prayed for grant of a Decree of Permanent injunction, restraining the Defendant, its agents, representatives, successors, assigns, and all persons acting on its behalf from manufacturing, selling, offering, or dealing in products/services bearing the Plaintiff's trademarks/labels/devices

"RELAXO", , "SPARK", , "SPARX", , , "X", "FLITE", , , "BAHAMAS", , and "KIDS FUN" , or any identical or

deceptively similar marks, thereby *infringing and passing off* the Plaintiff's trademarks; and directing the Defendant to recall and surrender for destruction all impugned products, packaging materials, cartons, labels, and other materials bearing the Plaintiff's trademarks/labels/devices.

19. It is pertinent to mention that *vide* orders dated 05.01.2026, *application under Order XXXIX Rule 1 and 2 CPC* seeking *ex-parte ad interim injunction* was **allowed**, observing as under:

‘For the forgoing reasons and till disposal of application under Order XXXIX Rule 1 & 2 CPC, the defendant and all acting on its behalf are restrained from using, manufacturing, selling, displaying, advertising, promoting, importing/ exporting or by any other mode or manner dealing in or using the impugned trade mark/label/trade dress ‘RELAXO’,  ‘SPARK’, , ‘SPARX’, , , ‘X’ ‘FLITE’, , , ‘BAHAMAS’, , and ‘KIDS FUN’ , or any other trade mark/label which may be identical with and/or deceptively similar to the plaintiff's trademark/label/trade dress ‘RELAXO’,  ‘SPARK’, , ‘SPARX’, , , ‘X’ ‘FLITE’, , , ‘BAHAMAS’, , and ‘KIDS FUN’ ,’ in relation to their impugned goods and business of all kinds of footwear and other allied and cognate goods or from doing any other acts or deeds, thereby infringing plaintiff's registered trademarks and passing off their products as that of the plaintiff.’”

20 It is further pertinent to mention here that vide orders of even date, application U/O XXVI rule 9 CPC of the plaintiff was allowed and a Local Commissioner was appointed to search and seize the infringing material and other products bearing trademark/label/device of plaintiff, found at the premises of defendant. The interim orders dated 05.01.2026, passed by the Court, were duly complied with. During the execution of local commission, the name of proprietor/owner of the premises, was found and disclosed by the Ld. Local Commissioner. *Vide* orders dated 08.05.2026, application *U/O 1 Rule 10 CPC* filed on behalf of plaintiff, seeking impleadment Sh. Praveen Yadav, owner/Proprietor of the defendant firm, was allowed and amended memo of parties was taken on record.


21. It may be now relevant to consider that during the pendency of the suit, after issuance of *Summons of the Suit* upon the defendant, defendant Sh.Praveen Yadav, appeared in person before the Court. Defendant was examined by the Court and his statement **U/O X CPC** was recorded wherein he stated that he did not have knowledge about the trademark rights of the plaintiff in respect of the articles seized by the Ld. Local Commissioner. He also undertook that he had closed the entire manufacturing unit pertaining to the footwear, located at the premises baring No.F-142, *Gali No.19, Nangloi, Mundka, Delhi-110041*. He also undertook not to use the trademark of plaintiff i.e. Relaxo Footwear or any other mark, which

is identical and/or confusingly or deceptively similar to registered trademarks of the plaintiff under the name and style of Relaxo Footwears Ltd.

22. Further, statement of Ld. Counsel for the plaintiff also recorded 'At Bar'. Ld. Counsel for the plaintiff prayed for passing a Decree U/O XII Rule 6 CPC, in terms of the statement and admissions made by the defendant, before the Court. It has been further prayed for the plaintiff that besides the prayer for passing the Decree for Permanent Injunction restraining the defendant and his agents and associates, from infringing and *passing off* the plaintiff's trademarks/labels/devices, no other prayer in the suit is being pressed.

23. In view of the respective statements of the contesting parties to the Suit, it is determined that admission of facts has been made by way of separate statement *U/O X CPC* recorded by the Court. It is conceded that the only relevant prayer para in the plaint against the defendant, is for seeking a *Decree of Permanent injunction* restraining the Defendant, its agents, representatives, successors, assigns, and all persons acting on its behalf from manufacturing, selling, offering, or dealing in products/services bearing the Plaintiff's trademarks/labels/devices "RELAXO",

 "SPARK", , "SPARX", , ,
"X" "FLITE", , , "BAHAMAS", 

and “KIDS FUN” ”, or any identical or deceptively similar marks, thereby *infringing and passing off* the Plaintiff’s trademarks. By way of statement made on behalf of defendant, the entire manufacturing unit pertaining to the footwear located at the premises has been closed and is no longer subsisting or active. His statement and undertaking, not to do any business in the trademarks name /labels/devices of the plaintiff, under *Relaxo Footwears Ltd.* or deceptively similar name, has been admitted. There is nothing further that survives in the present suit, for determination of any other question.

24. In the peculiar facts of the present case, the Court has considered that a fit case is made out for pronouncement of a judgement on admission as provided *U/S XII Rule 6 of Civil Procedural Code*. The principle on pronouncement of judgement on admission is derived from the common law principle. The primary objective of this statutory provision is to enable a party to obtain speedy judgment where such admission, whether oral or documentary, is *unambiguous* and *unequivocal*, by way of direct implication or reasonable inference derived from entirety of facts and circumstances before the Court.

25. The relevant provision *U/O XII Rule 6 CPC* is as under:-

“(1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without

waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1), a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.”

26. An admission to be qualified for operation of Order XII Rule 6 CPC as valid admission, should be *Unequivocal, Unambiguous, Unconditional*, should be made with intend to be bound by it, should be a valid admission independently without having to be proved by adducing evidence and should entitle the other party to succeed. It is further that ‘*Admission*’ necessarily means a statement made, either in pleadings or otherwise to conclusively determine an issue made by a party intending to be bound by it. The statement or pleading or any document to constitute admission within the meaning and purpose of *Order XII Rule 6 CPC*, depends on facts and circumstances of each case.

27. It may be relevant to consider the circumstances under which the court may validly consider ‘constructive admission’, coupled with facts of each case to test and determine, if ‘admission of fact’ is plain, clear and unretractable. The guidance can be derived from the pronouncement of Hon’ble Apex Court, who was pleased to comprehensively examine the concept of ‘admission U/O XII Rule 6 CPC’ in 2.1.6. In ‘*Karam Kapahi and Others v. Lal Chand Public Charitable Trust*’, (2010) 4 SCC 753. The Hon’ble Apex Court

considered:-

The Hon'ble Court specially referred to Scots Law term "approbate and reprobate" where by doctrine of election, the party cannot chose both to accept and reject the same instrument....".

It is further considered :-

"37. The principles behind Order 12 Rule 6 are to give the plaintiff a right to speedy judgment. Under this Rule either party may get rid of so much of the rival claims about 'which there is no controversy' [See the dictum of Lord Jessel, the Master of Rolls, in Thorp v. Holdsworth in (1876) 3 CD 637 at 640].

39. In the 54th Law Commission Report, an amendment was suggested to enable the Court to give a judgment not only on the application of a party but on its own motion. It is thus clear that the amendment was brought about to further the ends of justice and give these provisions a wider sweep by empowering judges to use it 'ex debito justitiae', a Latin term, meaning a debt of justice. In our opinion the thrust of the amendment is that in an appropriate case, a party, on the admission of the other party, can press for judgment, as a matter of legal right. However, the Court always retains its discretion in the matter of pronouncing judgment.

41. Keeping the width of this provision in mind this Court held that under this rule admissions can be inferred from facts and circumstances of the case [See Charanjit Lal Mehra and Ors. v. Kamal Saroj Mahajan (Smt.) and Anr. (2005) 11 SCC 279 at page 285 (para 8)]. Admissions in answer to interrogatories are also covered under this Rule [See Mulla's commentary on the Code, 16th Edition, Volume II, page 2177].

45. Order 12 Rule 6 of the Code has been very lucidly discussed and succinctly interpreted in a Division Bench judgment of Madhya Pradesh High Court in the case of

Shikharchand and Ors. v. Mst. Bari Bai and Ors. reported in AIR 1974 Madhya Pradesh 75. Justice G.P. Singh (as His Lordship then was) in a concurring judgment explained the aforesaid rule, if we may say so, very authoritatively at page 79 of the report. His Lordship held:

...I will only add a few words of my own. Rule 6 of Order 12 of the Code of civil Procedure corresponds to Rule 5 of Order 32 of the Supreme Court Rules (English), now Rule 3 of Order 27, and is almost identically worded (see Annual Practice 1965 edition Part I. p. 569). The Supreme Court Rule came up for consideration in Ellis v. Allen (1914) Ch 904. In that case a suit was filed for ejectment, mesne profits and damages on the ground of breach of covenant against sub-letting. Lessee's solicitors wrote to the plaintiff's solicitors in which fact of breach of covenant was admitted and a case was sought to be made out for relief against forfeiture. This letter was used as an admission under Rule 5 and as there was no substance in the plea of relief against forfeiture, the suit was decreed for ejectment under that rule. Sargant, J. rejected the argument that the rule is confined to admissions made in pleadings or under Rules 1 to 4 in the same order (same as ours) and said:

The rule applies wherever there is a clear admission of facts in the face of which it is impossible for the party making it to succeed.

Rule 6 of Order 12, in my opinion, must bear the same construction as was put upon the corresponding English rule by Sargant, J. The words "either on the pleadings or otherwise" in Rule 6 enable us not only to see the admissions made in pleadings or under Rules 1 to 4 of the same order but also admissions made elsewhere during the trial.

(Emphasis added)"

28. After duly considering the intent and scope of determination of the suit, if no further trial is warranted in facts and circumstances of the present case, it may not be out of place to consider the intent and purpose of the legislation by way of

commercial Courts Act, 2015. It is considered that the intent and purpose of constitution of the Commercial Courts by the Act of Parliament was in wake of need to provide an independent mechanism for resolution of high value Commercial disputes, in an expeditious and time-bound manner. The Hon'ble Apex Court in its latest binding recent judgment in ***'Reliance Eminent Trading and Commercial Private Limited Vs. Delhi Development Authority'***; 2026 INSC 436, *vide* orders dated 29.04.2026, has been pleased to examine the balance perspective to be adopted by the Commercial Courts for achieving the intent and purpose of the Commercial Courts Act. Although, the observations of the Hon'ble Apex Court were peculiar to the matter pertaining passing of a Summary Judgment U/O XIII-A CPC, the guiding principles, which are applicable to the Commercial Courts Act, 2015, are binding and applicable. The Hon'ble Apex Court held:-

37....The relevant portion of statement or objections and reason of the Commercial Courts Act 2015 is as under: -

“to have a streamlined procedure which is to be adopted for the conduct of cases in the Commercial Courts and in the Commercial Divisions by amending the Code of Civil Procedure 1908, so as to improve the efficiency and reduce delays in disposal of commercial cases. The proposed case management system and provisions for summary judgment will enable disposal of commercial disputes in a time bound manner.”

(emphasis supplied)

38. The need for fast-track procedures in adjudication of commercial suits was first expressed in the 188th Report of the Law Commission on the 'Proposals for constitution of Hi-tech Fast-Track Commercial Divisions in High Courts.' Thereafter, the aforesaid subject matter was









extensively considered in 253rd Report of the Law Commission and examined the rules in jurisdictions such as the United Kingdom and Singapore to formulate a draft bill which contained provisions concerning summary procedure. This Report emphasised that a new procedure for summary judgement be brought into effect for the purpose of streamlining trial proceedings with the intent to improve efficiency and reduce delay in disposal of commercial cases. Accordingly, Act 14 of 2016 was passed, bringing into force the 'Commercial Courts Act, 2015.' Order XIII-A was introduced under the schedule to be added in the Civil Procedure Code of 1908.

40. The evolution of summary judgments was aimed to resolve a persistent challenge of common law litigation that often results in considerable delays and large expenses. There is no gainsaying that summary judgments did not exist in common law earlier, it evolved through numerous statutory interventions under the English law as a response to social and economic pressures. The evolution of summary judgment was dependent on factual clarity and evidence; it was granted only to plaintiffs in cases seeking factual certainty. In this regard, the emergence of summary judgment under Indian procedural law represents a significant 'change of winds', steering the country's litigation chapters to meet the contemporary demands of factual certainty and judicial efficiency. Although fast-track procedure existed under the CPC by way of Order XXXVII, it was only applicable for limited purpose."

29. In order to duly achieve and uphold the legislative intent of expeditious disposal, the court in its reasonable exercise of its judicial discretion after careful consideration of the facts of the present case and the afore-considered legal position on applicability of provisions *U/O XII Rule 6 CPC*, considered a fit case to pass judgement on admission. It is needless to state that such discretion must be exercised in consonance with the object of the rule to provide speedy justice atleast to the extent of admission. It is clear





beyond doubt that the Court has power to pass admission on judgment at any stage, where the Court is satisfied that a valid admission is made.

30. It is therefore, law of the land that when the Court is satisfied that a valid admission is made by the party under this Rule, the Court shall proceed to pass a judgment on admission and shall not wait for determination of any other question.









31. The only aspect that remains pending and under consideration is the prayer of the plaintiff, for seeking Decree of Permanent Injunction in favour of the plaintiff and against defendant, restraining the Defendant, its agents, representatives, successors, assigns, and all persons acting on its behalf from manufacturing, selling, offering, or dealing in products/services bearing the Plaintiff's trademarks/labels/devices "RELAXO", , "SPARK", , "SPARX", , , "X", "FLITE", , , "BAHAMAS", , and "KIDS FUN" , or any identical or deceptively similar marks, thereby infringing and passing off the Plaintiff's trademark.

32. *Vide* separate detailed statement *U/O X CPC* on behalf of the plaintiff, it has been admitted that no other prayer para/relief in the main suit remains pending or pressed, before this Court.

33. Defendant has given an *unambiguous* and *unequivocal* statement *U/O X CPC*, stating that he did not have knowledge about the trademark rights of the plaintiff in respect of the articles seized by Ld. Local Commissioner. He further submitted that he has closed the entire manufacturing unit pertaining to the footwear at his premises. Defendant has further given his undertaking that he has no intention to do any business in the trademarks/labels/devices of the plaintiff i.e.

“RELAXO”,  “SPARK”,  , “SPARX”,  ,  , “X” “FLITE”,  ,  , “BAHAMAS”,  , and “KIDS FUN”  ”, or any identical or deceptively similar marks, in future also.

34. The Court is satisfied that ‘*the admission*’ on behalf of the defendant is not only categorical but is conscious and deliberate compliance, clearly showing an *unequivocal* intention of the defendant namely *Sh. Praveen Yadav*, to be bound by his statement made before this Court ‘*on oath*’. A fit case is made out for passing a judgment by *virtue* of *Order XII Rule 6 CPC*, which is an enabling provision. This Court on examination of facts and circumstances, considers it a fit case for exercise of its judicial discretion, as there is no other issue or right that remains open or contested between the parties for determination of any other pending question. The plaintiff has not pressed for any other relief against the defendant. Hence, the suit stands fully disposed of in terms of this judgment.

35. In view of the aforesaid findings of the Court, a Decree of Permanent Injunction is passed in favour of the plaintiff and against defendant, restraining the Defendant, its agents, representatives, successors, assigns, and all persons acting on its behalf from manufacturing, selling, offering, or dealing in products/services bearing the Plaintiff's trademarks/labels/devices "RELAXO", , "SPARK", , "SPARX", , , "X", "FLITE", , , "BAHAMAS", , and "KIDS FUN" , or any identical or deceptively similar marks, thereby infringing and *passing off* the Plaintiff's trademarks.

Nothing more survives for adjudication in the present suit by *virtue* of this judgment.

Suit of the plaintiff is disposed of as decreed.

Parties to bear their own costs.

Decree sheet be drawn accordingly.

File be consigned to Record Room, after due completion.

**Announced in the open Court today
on this 15th day of May, 2026**

**(PREETI AGRAWAL GUPTA)
District Judge (Commercial Court)-02
West/Tis Hazari Courts/Delhi.
15.05.2026**