



2026:DHC:4859



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

% Order reserved on : 15.05.2026  
Order delivered on: 29.05.2026

+ **C.O. (COMM.IPD-TM) 283/2025**

M/S MODERN PIPE INDUSTRIES .....Petitioner  
Through: Mr. Aditya Gupta and Mr. Tarun  
Tripathi, Advocates.  
versus

RAJ KUMAR MAURYA PROPRIETOR OF M/S SATYAM  
INDUSTRIES & ANR. ....Respondents  
Through: Mr. Anshul Sharma, Mr. Divyam Garg,  
Mr. Abhishek and Mr. Aadish Jain,  
Advocates.  
Ms. Nidhi Raman, CGSC with Mr. Om  
Ram and Ms. Nikita Singh, Advocates  
for R-2.

+ **CS(COMM) 1402/2025 & I.A. 2058/2026**

M/S MODERN PIPE INDUSTRIES .....Plaintiff  
Through: Mr. Aditya Gupta and Mr. Tarun  
Tripathi, Advocates.

RAJKUMAR MAURYA PROPRIETOR OF M/S SATYAM  
INDUSTRIES .....Defendant  
Through: Mr. Anshul Sharma, Mr. Divyam Garg,  
Mr. Abhishek and Mr. Aadish Jain,  
Advocates.

**CORAM:**  
**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**  
**ORDER**

**TUSHAR RAO GEDELA, J.**



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**I.A. 32456/2025 in CS(COMM) 1402/2025 (Under Order XXXIX Rules 1 & 2, CPC 1908)**

1. This an application filed by the plaintiff under Order XXXIX Rules 1 & 2, Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”) seeking an interim injunction against the defendant.

2. The plaintiff claims to be a partnership firm constituted in the year 2013 and presently comprising Mr. Rajiv Kumar Nayar and Mr. Mohit Nayar as partners. The plaintiff further claims to be the successor-in-interest of a proprietorship firm bearing the same name, namely, M/s Modern Pipe Industries, owned by Mr. Rajiv Kumar Nayar. It is further claimed by the plaintiff that M/s Modern Pipe Industries was originally constituted as a partnership firm comprising Mr. Rajiv Kumar Nayar along with other partners, and that the said this firm commenced business in the year 1988. The partnership firm was subsequently dissolved upon the retirement of three of its partners in the year 2003, following which Mr. Rajiv Kumar Nayar continued to operate the business as its sole proprietor. Thereafter, the current partnership firm i.e. the plaintiff herein was constituted in the year 2013.

3. Plaintiff asserts that it has been engaged in the business of manufacturing and sale of hose pipes and allied products since the year 1988.



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It is further asserted that initially, the plaintiff commenced operations with merely four employees and a single machine, and over the course of more than three decades, has grown into one of the leading manufacturers in the PVC pipe industry, now operating more than 25 machines within a state-of-the-art facility that spans more than 60,000 square feet.

4. Plaintiff also states that the trademark “KOANAFLEX” was coined and adopted by the plaintiff in the year 1988 as a unique and inventive combination of the Hindi word “KOANA” (meaning “corner”) and the English word “FLEX”, denoting flexibility, since the said trademark was initially thought to be used for flexible hose pipes, capable of bending at corners. It is further stated that the plaintiff’s products also bear the trademark written in Hindi. It is further claimed that under the mark “KOANAFLEX”, the plaintiff initially launched suction pipes and owing to their success and popularity, the plaintiff rapidly expanded its product range to include:

- a) Garden pipes and hoses (over 9 varieties);
- b) Lay flat tubes;
- c) Borewell pipes;
- d) PVC agricultural pipes;
- e) PVC electrical conduit pipes; and



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f) UPVC plumbing pipes and fittings.

5. The plaintiff states that defendant, Mr. Rajkumar Maurya, operates from Jaunpur, Uttar Pradesh, as a proprietorship firm i.e. M/s Satyam Industries. The plaintiff claims that in the year 2022, the respondent/defendant approached the plaintiff seeking a dealership for “KOANAFLEX” products; however, the same was refused owing to existing business arrangements. The plaintiff further claims that during late August-September 2025, it discovered that the respondent/defendant was selling water tanks with the mark “KONAFLEX”, which, according to the plaintiff, is identical and/or deceptively similar to the plaintiff's trademark “KOANAFLEX”, and that the defendant also copied the plaintiff's logo and artistic style.

6. Hence the plaintiff filed the present suit.

### **CONTENTIONS OF THE PLAINTIFF**

7. Mr. Aditya Gupta learned counsel appearing for the plaintiff would submit that the plaintiff has been using the mark “KOANAFLEX” since the year 1988 in respect of the manufacture of plastic pipes and allied goods. He stated that the plaintiff has been using the said mark continuously and uninterruptedly and has, in that context, placed reliance on numerous invoices from the year 1996 till date. He claimed that the plaintiff initially started its



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business of selling plastic tapes etc., under the brand “KOANAFLEX”. He also stated that the said mark was registered in Class 21 till the year 2009. He fairly submitted that the registration of the said trademark lapsed in the year 2009, on account of health issues faced by the proprietor, Mr. Rajiv Kumar Nayar. Thereafter, the plaintiff applied for registration of trademark/word mark “KOANAFLEX” in Class 21, which was granted by the Trade Marks Registry on 12.04.2024.

8. He also submitted that the mark “KOANAFLEX” was widely used by the plaintiff in respect of the aforesaid goods; however, its use was permitted by the plaintiff to two more entities i.e., M/s NYR Industries Pvt. Ltd. and M/s Future Plastics Industries. The certificate/NoC issued by M/s NYR Industries Pvt. Ltd., and Future Plastic Industries admitting the plaintiff to be the owner of the mark “KOANAFLEX” is extracted hereunder:

**“NYR Industries Pvt. Ltd**  
*Manufacturers of PVC Pipes & Fittings*

***TO WHOMSOEVER IT MAY CONCERN***

*NYR Industries Private Limited (hereinafter referred to as “The Company”)  
has resolved to state the following:*

1. *The Company is not owner of the trademark ‘KOANAFLEX’ and has never claimed to be the owner.*



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2. *The Company's use of the trademark 'KOANAFLEX' is based on a permission given by M/s Modern Pipe Industries, the owner of the trademark 'KOANAFLEX'. The Company will not use the trademark 'KOANAFLEX' without the permission / consent of M/s Modern Pipe Industries.*

*Sd/-  
Mr. Mohit Nayar  
Director and shareholder  
NYR Industries Pvt. Ltd.*

*Sd/-  
M/s Jyoti Nayar  
Director and shareholder  
NYR Industries Pvt. Ltd."*

XXXXXXXXXXXX

**"Future Plastic Industries**  
*Manufacturers of Pipes, Tanks & Fittings*

**TO WHOMSOEVER IT MAY CONCERN**

*We, the partners of the partnership firm M/s Future Plastics Industries (hereinafter referred to as "The Firm"), have jointly resolved to state the following:*

- 1. The firm is not the owner of the trademark 'KOANAFLEX' and the KOANAFLEX logo and has never claimed to be the owner of the said trademark.*
- 2. The Firm's use of the trademark 'KOANAFLEX' and the KOANAFLEX logo is based on permission given by M/s Modern Pipe Industries, which is the owner of the trademark 'KOANAFLEX'. The Firm will not use the trademark 'KOANAFLEX' without the permission / consent of M/s Modern Pipe Industries.*

*Sd/-  
Mr. Mohit Nayar  
Partner  
M/s Future Plastics Industries*

*Sd/-  
M/s Jyoti Nayar  
Partner  
M/s Future Plastics Industries"*

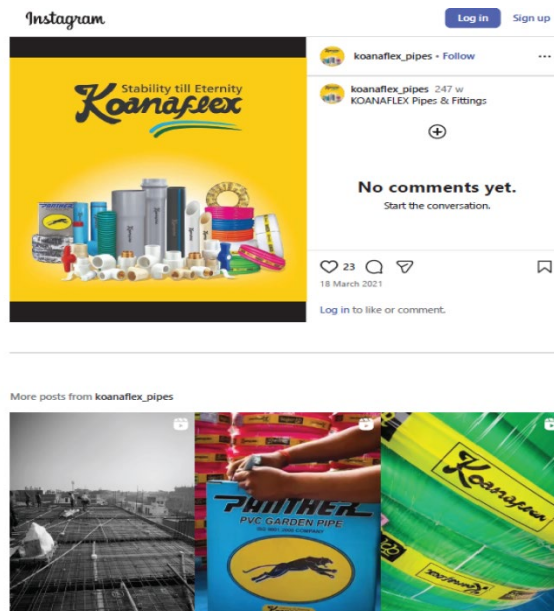
9. Learned counsel furthermore stated that the word "KOANAFLEX" was coined and adopted in the year 1988 by the plaintiff and its continuous use is established by documentary proof in the form of hundreds of invoices placed



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on record by the plaintiff. He claimed that sometime in 2018, the plaintiff created and adopted the mark “KOANAFLEX” as a label written in a stylised form, in which the plaintiff has copyrights as the owner of the ‘Original Artistic Work’ under the Copyright Act, 1957. Learned counsel also drew attention to the social media posts started in the year 2021 by the plaintiff to demonstrate not only the usage of the label “KOANAFLEX” but also its visibility and presence on social media platforms. Some of such photographs of the social media platforms are extracted hereunder:



10. Learned counsel claimed that the plaintiff ventured into manufacture and sales of Plastic Water Storage Tanks under the mark “KOANAFLEX” and in support thereof, has placed invoices commencing from 14.03.2023



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establishing sales of the water tanks under the said mark. He also drew attention to certain invoices which clearly indicated that the logo/label “KOANAFLEX” was not only being used on the products but was also embossed on the invoices itself. As an example, one such invoice is extracted hereunder:

GSTIN - 09AAIFF0189R1Z0

**Future Plastic Industries**  
Manufacturers of PVC Pipes & Fittings

Stability till Eternity  
**Koanaflex**  
PIPES | TANKS | FITTINGS

Office: 87, Vivekanand Marg, Prayagraj - 211003 | Factory: C-6, UPSIDC Industrial Area, Naini, Prayagraj - 211008  
Mobile: 7860027722, 7388684777 | Website: www.koanaflex.com | E-mail: contact@koanaflex.com

**TAX INVOICE**

IRN :  
ACK No :  
Invoice No : 24-25/F/005  
Invoice Date : 5-Apr-24  
Due On :  
Mobile : 7007419409

ACK Date :  
Vehicle No :  
LR No :  
Destination :  
Mode of Payment :  
Terms of Delivery :

e-Way Bill No :  
e-Invoice

Buyer(Bill to)  
Shyam Krishi Yantra & Hardware Lalgopalgarj  
Address : Allahabad  
PinCode : 229413  
GSTIN : 09BBJPK2128Q1Z5  
State : Uttar Pradesh  
Place Of Supply : Uttar Pradesh (09)

Consignee (Ship to)  
Shyam Krishi Yantra & Hardware Lalgopalgarj  
Address : Allahabad  
PinCode : 229413  
GSTIN : 09BBJPK2128Q1Z5  
State : Uttar Pradesh  
Place Of Supply : Uttar Pradesh (09)

Sr No	Name of Items	HSN / SAC	Qty	Rate (Incl. of Tax)	Rate	Unit	Amount
1	Koanaflex 5L Water Storage Tank (500Ltr)	39251000	2,000.000 Ltr	7.500	6.356	Ltr	₹ 12,712.000
2	Koanaflex 4L Puff Water Storage Tank (500Ltr)	39251000	1,000.000 Ltr	7.500	6.356	Ltr	₹ 6,356.000
3	Signature Pure Water Storage Tank (500 LTR)	39251000	12,000.000 Ltr	3.900	3.305	Ltr	₹ 39,660.000
4	Signature Pure Water Storage Tank (300Ltr)	39251000	1,200.000 Ltr	4.000	3.390	Ltr	₹ 4,068.000
							₹ 62,736.000
Discount							₹ (-)4,703.380
CGST Output							₹ 5,228.336
SGST Output							₹ 5,228.336
Round Off							₹ (-)0.292
<b>Total</b>							<b>₹ 68,549.000</b>

Total Amount In Words : INR Sixty Eight Thousand Five Hundred Forty Nine Only. E & O E  
Total Tax Amount In Words : INR Ten Thousand Four Hundred Fifty Six and Sixty Seven paise Only

Remark:

HSN/SAC	GST Analysis					Total Tax Amount
	Taxable Value	CGST Rate	CGST Amount	SGST/UTGST Rate	SGST/UTGST Amount	
39251000	58,092.620	9%	5,228.336	9%	5,228.336	10,456.672
<b>Total</b>	<b>58,092.620</b>		<b>5,228.336</b>		<b>5,228.336</b>	<b>10,456.672</b>

Bank Details  
Account No : 1001002100508576  
IFSC : PUNB0100100  
Our Bankers : Punjab National Bank (1001002100508576)  
Branch : Colonelganj, Prayagraj

For, FUTURE PLASTIC INDUSTRIES  
Computer Generated  
Partner  
Authorised Signatory

TDS Notification :  
We declare that this invoice shows the actual price of the goods describe and that all particular are true and correct .  
5 year guarantee against manufacturing defect .

**SUBJECT TO PRAYAGRAJ JURISDICTION**

Manufacturers of : PVC Agri Pipe, PVC Borwell Casing Pipe, PVC Garden Pipe, Nylon Braided Pipe, PVC Suction Hose, HDPE Pipe, C.PVC. Pipe & Fittings, U.PVC. Pipes & Fittings, Lay Flat Tubes, PVC Conduit Pipes & Fittings, Water Storage Tanks, etc.

11. In order to establish and demonstrate substantial goodwill and reputation of the logo “KOANAFLEX”, learned counsel took this Court



through the Profit and Loss Accounts of the plaintiff as well as the other two entities placed on record. Learned counsel also referred to paragraphs 15 to 17 of the plaint to demonstrate the sales figures as well as the expenditure incurred on promotion and advertisement. The same is extracted hereunder:

<b>Year</b>	<b>Total Sales (INR)</b>	<b>Advertisement &amp; Sales Promotion (INR)</b>
2013-2014	6,63,76,872.92	79,850.00
2014-2015	9,09,15,444.05	1,36,069.00
2015-2016	10,31,14,827.81	1,76,160.00
2016-2017	7,96,52,842.74	1,32,000.00

<b>Year</b>	<b>Total Sales (INR)</b>	<b>Advertisement &amp; Sales Promotion (INR)</b>
2017-2018	8,07,87,499.42	1,29,784.00
2018-2019	8,77,22,903.86	1,58,131.00
2019-2020	8,23,82,143.92	26,000.00
2020-2021	9,17,53,061.73	1,93,415.00
2021-2022	11,02,27,051.14	1,73,006.00
2022-2023	10,54,29,964.96	1,09,743.64
2023-2024	9,90,58,011.90	1,41,945.00
2024-2025	13,25,36,868.24	2,25,520.00



**The total sales of M/s Future Plastics Industries, all of which are under the mark “KOANAFLEX”**

Year	Total Sales (INR)
2022-2023	6,14,129
2023-2024	50,61,548
2024-2025	1,43,87,588

**The total sales of M/s NYR Industries Private Limited, all of which are under the mark “KOANAFLEX”**

Year	Revenue from operations (INR)
2019-2020	3,28,78,590
2020-2021	6,30,40,449
2021-2022	10,84,57,160
2022-2023	8,49,67,030
2023-2024	6,21,63,130
2024-2025	6,22,85,160

12. Mr Gupta, learned counsel, next referred to the trademark application submitted on behalf of the defendant dated 12.04.2024 to submit that the application is in relation to goods falling under Class 21 and on a “proposed to



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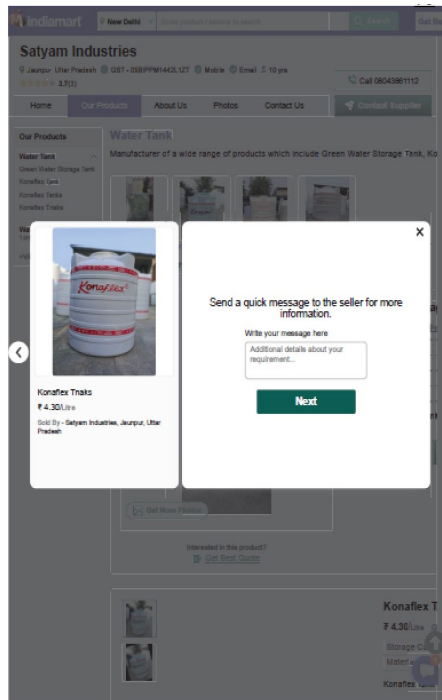
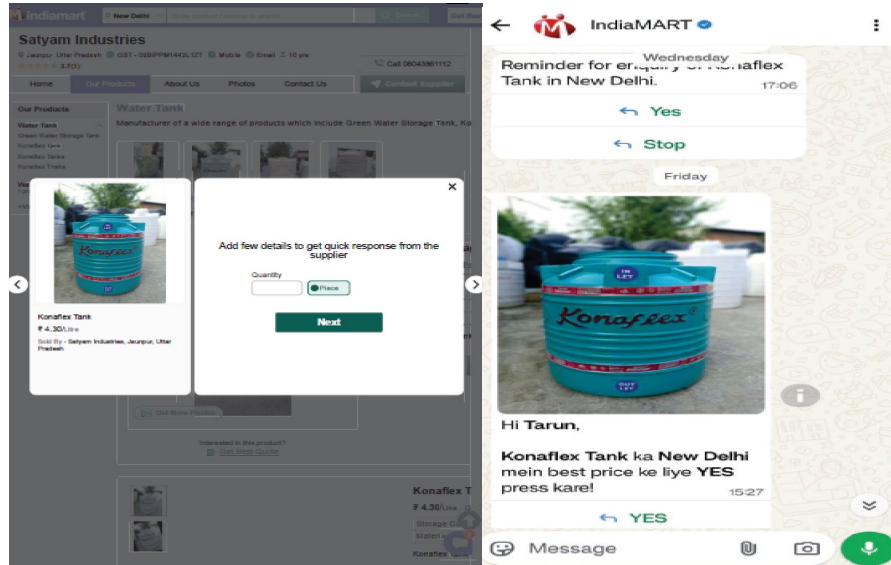


be used” basis for the mark “KONAFLEX”. He contended that the dishonesty of the defendant in adopting the said mark is reflected from the application seeking registration of the label/logo “KONAFLEX” on 09.10.2025, that too on a “proposed to be used” basis, while bearing an identical and/or deceptively similar mark to the plaintiff’s mark “KOANAFLEX”. He would contend that the defendant has no explanation as to how and on what basis the device mark “KONAFLEX” was coined or adopted and is identical to the artistic work of the plaintiff’s mark “KOANAFLEX”. He also referred to the explanation sought to be given by the defendant in its reply, which according to him is sham and unbelievable.

13. In order to demonstrate the identical and deceptively similar mark dishonestly adopted by the defendant, learned counsel referred to several pages in the list of documents comprising listings on various e-commerce websites/platforms. Some of those are reproduced hereunder:-



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14. In any event, Mr. Gupta, learned counsel would contend that the defendant entered the market much after the plaintiff had already established its mark “KOANAFLEX” in respect of Water Storage Tanks and therefore,



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the plaintiff enjoys a priority in both adoption and use. To establish the same, he invited attention to the invoice dated 27.01.2025, which is the first invoice of purported sale of the goods of the defendant carrying the mark “KONAFLEX”. According to him, the application for registration of the trademark and device mark “KONAFLEX”, both being subsequent to those of the plaintiff and that too on a proposed to be used basis, clearly leave no room for any doubt that the defendant has entered the market much after the plaintiff. Thus, the mark being deceptively similar, the use of the mark “KONAFLEX” ought to be restrained.

15. Learned counsel also contended that the defendant would not suffer any financial loss in case such an order is passed, as the defendant is already using the trademark “SATYAM”, under which brand too the defendant is manufacturing and selling its Water Storage Tanks. In order to substantiate this argument, learned counsel drew attention to the invoice dated 06.02.2025. The said invoice is reproduced hereunder:



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**M/s SATYAM INDUSTRIES**  
Plot No. F-130, Poad No. 2SIDA, Sathariya, Jaunpur 222202

STATE : UTTAR PRADESH(U.P.) GSTIN : 09BIPPM1442L1ZT PAN NO : BIPPM1442L UDYAM NO : UDYAM-UP-38-0024247	STATE CODE: 09	Serial No. 329	Issue Date 11/02/2025			
Details of Consignee						
Name <i>Keshavlaxmi Enterprises</i>						
Address <i>Bhandipatti Dhanpur Mandia Altabad Prayagraj</i>						
State Code <i>09</i>	Place of supply: <i>Prayagraj-221503</i>					
GSTIN No. <i>38UKPK6709K1ZP</i>						
Sl. No.	Particulars	HSN Code	Weight/ Qty.	Rate	Amount Rs.	P.
	<i>Satyam Plast tank 1000x2</i>	<i>5925</i>	<i>2.0000m</i>	<i>2.80</i>	<i>5600</i>	
	<i>Satyam Plast tank 500x12</i>	<i>5925</i>	<i>1000.00m</i>	<i>2.80</i>	<i>11800</i>	
					Amount	<i>22400</i>
					CGST.....%	<i>2016</i>
					SGST.....%	<i>2016</i>
					IGST.....%	
					Total GST	<i>4032</i>
Vehical No. <i>UP02B11185</i>					Total Amount After Tax	<i>26432</i>
Amount in words <i>Twenty six thousand four hundred and thirty two only</i>						
Bank Name : State bank of India A/c No. : 35373057226 IFSC : SBIN0005796				GST Payable on Reverse Certified that the particulars person For- M/s Satyam Industries <i>[Signature]</i> 11/02/2025 Pro. Authorized Signatory		
All Disputes will be clear by Jaunpur Judiciary						

16. He invited attention to paragraph 13 of the written statement of the defendant to indicate that the explanation tendered by the defendant for adoption of the mark “KONAFLEX” is unbelievable and a falsehood. He would contend that a mere reading thereof demonstrates that there is no plausible rationale behind such adoption. According to him, the said version ought to be discarded and, in fact, demonstrates the dishonesty of the defendant. Even on this ground, learned counsel seeks an injunction against the defendant’s mark “KONAFLEX”.

17. Mr. Gupta relies upon the following judgements:

- *S. Syed Mohideen v. P. Sulochana Bai: (2016) 2 SCC 683*



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- *N.R. Dongre v. Whirlpool Corpn.: 1995 SCC OnLine Del 310*
- *Satyam Infoway Ltd. v. Siffynet Solutions (P) Ltd.: (2004) 6 SCC 145*
- *Corn Products Refining Co. v. Shangrila Food Products Ltd.: AIR 1960 SC 142*
- *Kohinoor Seed Fields India Pvt. Ltd. v. Veda Seed Sciences Pvt. Ltd.: 2025:DHC:10789-DB*
- *More Than Water Private Limited v. Nesco Limited: 2026 SCC OnLine Del 1656*
- *Brihan Karan Sugar Syndicate Pvt. v. Yashwantrao Mohite Krushna Sahakari Sakhar Karkhaar Karkha, Civil Appeal no. 2768 of 2023 decided on 14.09.2023*

### **CONTENTIONS OF THE DEFENDANT**

18. *Per contra*, Mr. Anshul Sharma, learned counsel for the defendant, vehemently refutes the submissions made on behalf of the plaintiff.

19. Learned counsel would contend that the plaintiff had obtained registration of the trademark “KOANAFLEX” in the year 1999 in relation to manufacture of plastic pipes only. This too, according to him, lapsed sometime in the year 2010-2011 and has not been renewed since. Thus,



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according to him, it does not confer any right upon the plaintiff to seek an injunction against the defendant, who has applied for the word mark as well as device mark “KONAFLEX”.

20. More importantly, learned counsel would stoutly contend that the plaintiff is estopped from seeking any relief against the defendant since its own mark “KOANAFLEX” is under a cloud. In order to substantiate the said submission, learned counsel invited attention to page 937 of the plaintiff’s documents, which is a copy of a suit filed by a third party against the plaintiff alleging that the plaintiff herein is an infringer and a dishonest adopter of the mark “KONAFLEX”. Therefore, when the mark of the plaintiff itself is in question, the present suit seeking injunction against the defendant is not competent. He would further contend that once the said mark itself is under a cloud, the balance of convenience cannot tilt in favour of the plaintiff.

21. Learned counsel also forcefully argued that this Court would not have the requisite territorial jurisdiction to try and adjudicate the present suit. He would contend that undoubtedly both parties are located in the State of Uttar Pradesh, thus the cause of action, if any, has arisen within the territory of the State of Uttar Pradesh. Thus, this Court would not have the territorial



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jurisdiction over the subject matter of the suit and resultantly, no orders, interim or otherwise, can be passed.

22. Dilating further on the issue of territorial jurisdiction, learned counsel drew attention to the jurisdiction clause in the plaint to submit that the plaintiff has falsely alleged that the defendant has an interactive website. He further stated that there is no credible proof or any sales invoice attached with the suit to demonstrate a single sale by the defendant in Delhi. He relied upon the judgment of the learned Division Bench of this Court in ***Banyan Tree Holding v. A. Murali Krishna Reddy: 2010(42)PTC361(Del)***, in support of this contention. According to learned counsel, mere registration of the mark “KONAFLEX” by the defendant in Delhi would not, *ipso facto*, confer jurisdiction upon this Court unless some cause of action has arisen here. In the absence whereof, the suit itself is liable to be returned, to be filed before the court of competent jurisdiction.

23. Without prejudice to the aforesaid arguments, learned counsel would submit even if one were to proceed on the basis of the averments in the plaint, the plaintiff has miserably failed to *prima facie* establish as to who coined the term “KOANAFLEX”, who was commissioned for creating the alleged artistic work therein, and whether any payment etc., was made towards such



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assignment. He would submit that the plaintiff has placed on record a self-serving and obscure email without any substantial documentary proof of creation of such original artistic work in the mark/logo “KOANAFLEX”. In the absence whereof, no copyright can subsist in favour of the plaintiff to seek injunction against the defendant. He would further submit that the defendant has, on the other hand, clearly explained as to how and in what manner the mark “KONAFLEX” was coined, adopted and crafted by the defendant. Thus, according to him, the suit as well as the application filed by the plaintiff, being bereft of material particulars, may be dismissed.

**ANALYSIS AND CONCLUSIONS:**

24. This Court has heard the arguments of Mr. Aditya Gupta, learned counsel for the plaintiff and Mr. Anshul Sharma, learned counsel for the defendant and with their assistance, perused the material on record.

25. It is to be borne in mind that at the stage when this Court considers an *ad interim* application, it is only the *prima facie* case based on a general examination of the merits and the documents placed on record by the parties. An in-depth examination of the pleadings and evaluation of the documents of the parties, as if a mini trial were being conducted, is clearly not the directive. The only postulation is the satisfaction of the “triple test”.



26. The suit is based on the alleged infringement of the copyright of the plaintiff in the original artistic work in the logo/label “KOANAFLEX”/



Since it is alleged that the infringement of the logo is not merely deceptively similar, but almost identical, it would be apposite to visually scrutinize both the marks. The comparison table is reproduced hereunder:

Plaintiff's trademarks	Defendant's marks
KOANAFLEX कोनाफ्लैक्स	KONAFLEX



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27. A general comparison clearly demonstrates that except for the first alphabet 'A' in "KOANAFLEX", the mark of the defendant "KONAFLEX" is not only almost identical but also deceptively similar. Apart from the visual and structural similarity, the phonetic similarity is uncanny. The letters are also structured and stylized in a similar fashion. Except for the slight stylized extension on the top left of the letter 'K', all the letters in both marks are in the same font and written in thick lettering. The slight gap between the letters 'A' and 'F' is also identical. When compared with the manner of placement of the logo/label on the products, i.e., the water storage tanks, one cannot really draw any distinction at all unless the marks observed are closely and carefully. The use of black/dark colour for the logo/label on the white background is also identical.

28. Apart from the above, it cannot be doubted that the products being identical, i.e., Water Storage Tanks, the trade channels, distribution networks and the retailers would also be common. It has to be borne in mind that the general public purchasing such products may not conduct an enquiry as to whether the goods emanate from different manufacturers. Given the ground realities that such products may be procured by plumbers and general public who may really not draw any distinction, it is clear that an unwary consumer



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with average intelligence and imperfect recollection shall surely be confused or deceived into believing the goods of the defendant as those of the plaintiff. Thus, the mark “KONAFLEX” of the defendant is deceptively similar to the mark “KOANAFLEX” of the plaintiff.

29. The plaintiff has claimed creation and adoption of the artistic work “KOANAFLEX” in the year 2018 and its use since 2021 for promotional purposes etc. The extensive promotion and visibility of the logo of the plaintiff has been sought to be demonstrated by placing on record numerous screenshots of the social media platforms from the year 2021. The plaintiff has also filed, alongwith the list of documents, several invoices showing sales of the product water storage tanks under the mark “KOANAFLEX” from the year 2023 onwards. In contrast, the defendant has applied for registration of its mark “KONAFLEX” only on 09.11.2024 and that too on a “proposed to be used” basis. The invoice showing the first sale of its water storage tanks under the mark “KONAFLEX” is January 2025. Thus, it cannot be disputed that the plaintiff was “first in the market” and as such the tests laid down in *Neon Laboratories Ltd vs Medical Technologies Ltd. & Ors., (2016) 2 SCC 672* by the Supreme Court to that extent, are satisfied.



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30. That apart, the plaintiff has demonstrated the extensive use of the mark “KOANAFLEX” not only for water storage tanks per se, but for other products manufactured by it since the year 1996 onwards. The plaintiff did, in fact, have the trademark registration for the mark “KOANAFLEX”, which is stated to have subsequently lapsed. It has to be borne in mind that the present suit pertains to infringement of copyrights and therefore, stands on a different footing. However, the extensive use of the mark “KOANAFLEX” cannot be doubted by this Court at this stage of the proceedings and is left to be evaluated at the appropriate stage.

31. The sales figures of the products sold by the plaintiff under the brand “KOANAFLEX” for the last many decades lend credence to the presumption of substantial goodwill and immense reputation garnered by the plaintiff over the years. Though in respect of the use of the logo/label “KOANAFLEX” for water storage tanks may not be very high, however, given the popularity and goodwill the mark “KOANAFLEX” has earned in the last many decades, coupled with its offline and online presence and visibility, it can safely be inferred that the general public would associate the mark “KOANAFLEX” with the plaintiff. Even the promotional and advertisement expenses incurred



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by the plaintiff also indicate the efforts of the plaintiff in promoting its trademark “KOANAFLEX”.

32. The plaintiff has permitted use of the mark “KOANAFLEX” to two entities, namely, M/s NYR Industries Pvt. Ltd. and M/s Future Plastics Industries and is therefore entitled to rely upon the invoices issued by the said entities placed on record to corroborate its goodwill and reputation.

33. Insofar as, the question raised about the genuineness of the creation of the artistic work “KOANAFLEX” and its adoption in the year 2018 is concerned, this Court is of the opinion that the said adoption is substantiated and corroborated by its actual and substantial use. Therefore, the *prima facie* inference drawn therefrom would be that the plaintiff has indeed created the artistic work in question, subject, of course, to the outcome of the trial.

34. The next argument raised by the defendant pertained to a suit filed by a third party against the plaintiff alleging infringement of the mark “KANAFLEX” and therefore, the plaintiffs’ mark itself is under a cloud. This aspect need not detain the Court for the reason that the plaintiff has fairly disclosed the said fact. The effect of the outcome of the said suit on the present proceedings shall be evaluated and considered as and when judgment is rendered therein. For the time being, the pendency of the said suit may not



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be held against the plaintiff so as to disentitle it from seeking an injunction against the defendant for the alleged infringement of the copyright.

35. Learned counsel for the defendant hotly contested the issue of lack of territorial jurisdiction in this Court. The plaintiff has asserted that the website of the defendant is interactive and that the defendant himself assured delivery of the products in Delhi. This issue is a mixed question of law and fact and surely cannot be decided by this Court at this stage by conducting a mini trial. Additionally, the learned Division Bench of this Court in ***Kohinoor Seeds Fields India Pvt. Ltd. vs. Veda Seeds Science Pvt. Ltd.*** in ***FAO(OS)(COMM) 66/2025*** decided on 03.12.2025, held that wherever a party has an interactive website which is accessible in a particular place, the competent courts at such place would have the necessary territorial jurisdiction to try and adjudicate the suit. Thus, on the anvil of the ratio laid down in ***Kohinoor Seeds (supra)***, this Court is unable to accede to the argument of lack of territorial jurisdiction.

36. Apart from the above, the justification of the defendant to adopt the mark “KONAFLEX” does not inspire confidence. The defendant has stated that since the water storage tanks are installed in the corners of the terraces of houses, which is referred to as “KONA” in Hindi, and since the tanks of the defendant are made of flexible material, the word “FLEX” has been adopted.



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This explanation seems to be a copy of the justification provided by the plaintiff while adopting the mark 'KOANAFLEX'. While the adoption is sought to be justified in the aforesaid manner, there is no reason or justification as to how and why the font used, the stylization of the letters, the colour scheme of the font on a white background and the placement of the mark on the products by the defendant, are almost identical and/or deceptively similar to the copyrighted mark "KOANAFLEX" of the plaintiff.

37. Moreover, the mere registration of the mark "KONAFLEX" by the defendant may not, by itself, non-suit the/plaintiff in a suit for passing off and moreso, if the plaintiff is able to demonstrate prior user. In the present suit, the plaintiff has been able to establish prior user and has also asserted prior adoption.

38. The Supreme Court, in its seminal judgment in *Brihan Karan Sugar (supra)*, has clearly held that at the stage of consideration of an interim injunction, all that the courts have to appreciate is the substantial goodwill of the plaintiff on the basis of sales figures and expenditure incurred on promotion and advertisements, particularly, in suits for passing off and copyright infringement. The defendant has not been able to demonstrate either (i) entry into the market before the plaintiff or (ii) its sales turnover and



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promotional expenses are over and above the plaintiff. Even in terms of adoption, the defendant has not been able to demonstrate prior adoption of the mark “KONAFLEX” or its creation prior in time to the plaintiff. Thus, the arguments of the defendant cannot be appreciated at this stage and are unmerited.

39. Resultantly, an *interim* injunction restraining the defendant, its assigns, successors, agents, servants etc from using the mark “KONAFLEX” on its products during the pendency of the suit is passed.

40. Accordingly, defendant, its proprietor, agents, representatives, employees, associated firms and affiliates or anyone acting for or on its behalf, are restrained from selling, offering for sale, advertising, dealing in products or in any other manner using the trademark KONAFLEX and/or

**Konaflex**

or any other mark which is identical or deceptively similar to the plaintiff’s trademark KOANAFLEX and/or the



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logo, so as to cause confusion or to convey a false impression of association, which may amount to passing off.

41. Defendant, its proprietor, agents, representatives, employees, associated firms and affiliates or anyone acting for or on its behalf are restrained from reproducing, communicating, or adapting the artistic work



or any other work which is identical or substantially



similar to the Plaintiff's artistic work, so as to infringe the plaintiff's copyright in the said artistic work.

42. Having regard to the aforesaid analysis, the present applications are disposed of in view of the above observation.

43. The aforesaid analysis and observation shall not tantamount to any expression of the merits of the suit and are confined only to the consideration for the adjudication of these applications.



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**I.A. 32453/2025 in C.O. (COMM.IPD-TM) 283/2025 (Under Order XXXIX Rules 1 & 2, CPC)**

44. In view of the aforesaid direction passed in I.A.32456/2025, no further orders need to be passed in this application.

**C.O.(COMM.IPD -TM) 283/2025 & CS(COMM) 1402/2025**

45. List on 08.09.2026.

**TUSHAR RAO GEDELA  
(JUDGE)**

**MAY 29, 2026/rl**