

**IN THE COURT OF DR. NEERA BHARIHOKE
DISTRICT JUDGE (COMMERCIAL COURT)-06
SOUTH EAST, SAKET COURTS,
NEW DELHI**

**CNR No. DLSE01-03163-2025
CS (COMM) No.986/2025**

Three-N-Products Private Limited
Through its Director,
Having its Registered Office At:
24-A, Shivaji Marg,
Najafgarh Road,
Moti Nagar,
New Delhi-110015

... Plaintiff

Versus

1. Teamex Retail Limited
Through its Directors
Having its Registered Office at:
421-424, 4th Floor,
Vishala Supreme Complex,
Sardar Patel Ring Rd,
Opp. Torrent Power Station,
Nikol, Ahmedabad,
Gujarat 382350

...Defendant No.1

2. Nirmal Zinabhai Patel,
Director of
Teamex Retail Limited
Having its Registered Office at:
421, Vishala Suprime,
Nr. Ring Rd, Nikol,
Daskroi, Ahmedabad,
Gujarat 382350

... Defendant No.2

3. Hiren Prahladbhai Patel,
Director of
Teamex Retail Limited
Having its Registered Office at:
421, Vishala Suprime,
Nr. Ring Rd, Nikol,
Daskroi, Ahmedabad,
Gujarat 382350

... Defendant No.3

3. Reshamaben Hiran Patel,
Director of
Teamex Retail Limited
Through its Directors
Having its Registered Office at:
421, Vishala Suprime,
Nr. Ring Rd, Nikol,
Daskroi, Ahmedabad,
Gujarat 382350

... Defendant No.4


Date of institution of the suit	:	03.12.2025
Date of transfer to this court	:	25.04.2026
Date on which judgment was reserved	:	01.06.2026
Date of pronouncement of Judgment	:	08.06.2026

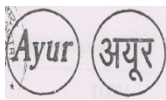
JUDGMENT

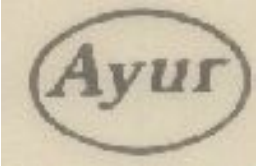
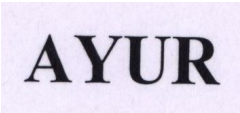

1. The Plaintiff has filed the present suit for permanent injunction for restraining the Defendants from infringement of trademark, passing off, infringement of copyright, unfair competition, dilution of goodwill,

rendition of accounts, delivery up etc. in respect of the trademark AYUR and its variants.

2. The case of the Plaintiff is that it is the registered proprietor of trademark AYUR since 1984 and is the owner of this trademark and device marks as reproduced in the following table for various classes of products including class 5 products.

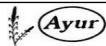


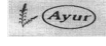
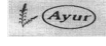
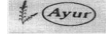
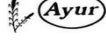

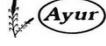

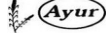
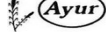
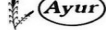
TRADE MARK	APPLICATION NUMBER and DATE	CLASS	STATUS
AYUR (DEVICE MARK) 	421919 Dated: 14/05/1984	3	Registered
<i>Goods in Class 3:</i> Cosmetics.			
AYUR (अयूर)	606987 Dated: 16.09.1993	3	Registered
<i>Goods in Class 3:</i> Bleaching preparations, cleaning polishing, scouring & abrasive preparations, soaps, perfumery essentials oils, cosmetics, hair lotions, dentifrice's kumkum, kajal.			
AYUR	678344 Dated: 29/08/1995	3	Registered



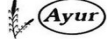
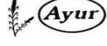
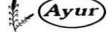
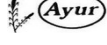
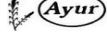
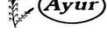
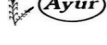
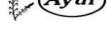
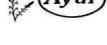


<i>Goods in Class 3:</i> Bleaching preparations, Cleansing soap, cosmetics, hair lotions, essential oils, scouring, kumkum, nail polish.			
AYUR	1142388 Dated: 08.05.2003	3	Opposed
<i>Goods in Class 3</i> bleaching preparations, cleansings, soaps of all kinds, cosmetics, namely creams milks, lotins, gels, face powder, perfumes, all non-medicated preparations, toiletries, detergents, bath oils, skin moisturizers, body lotions, cologne, anti-pereparations, deodorants, talc, shower gel, hair lotions, cold creams, essential oils, scouring and abrasive preparations, bindi, sindoor, kumkum, nail polish, shampoos, sun care preparations, kajal, make-up, preparations, agarbatti and dhoop, henna, hair wash			
AYUR HERBALS	1197374	3	Opposed
<i>Goods in Class 3:</i> Cosmetic preparations			
AYUR- (LABEL) 	1244815 Dated: 22.10.2003	42	Registered
<i>Services in Class 42:</i> Beauty care included in class-42.			
AYUR GRAM	1253382 Dated: 05.12.2003	42	Registered
<i>Services in Class 42:</i> Beautician services, massage services, health farm, beauty spa, beauty treatment, manicuring, provision of sauna facilities, provision of solarium facilities, consultancy services in the field of herbal remedies, nutrition and beauty care, cosmetic research			

services, included in Class-42.			
AYUR (LABEL) 	504095 Dated: 19.01.1989	5	Registered
<i>Goods in Class 05:</i> Pharmaceutical.			
AYUR (DEVICE MARK) 	1558227 Dated: 14.05.2007	35	Registered
<i>Services in Class 35:</i> Advertising, Marketing, Distribution, Wholesale & Retail services and Online retail services of Ayurvedic & Herbal Preparations for Medicinal Use.			
AYUR (DEVICE MARK) 	536260 Dated: 03.09.1990	32	Registered
<i>Services in Class 32:</i> Beers Mineral And Aerated Waters, And Other Non-Alcoholic Drinks, Fruit Drinks And Fruit Juices Syrups And Other Preparations For Making Beverages Included			
AyuAyur (word)	1955231 Dated: 23.04.2010	32	Registered
<i>Services in Class 32:</i> Beers Mineral And Aerated Waters, And Other Non-Alcoholic Drinks, Fruit Drinks And Fruit Juices Syrups And Other Preparations For Making Beverages Included			

AYURAYU (DEVICE MARK) 	1955233 Dated: 23.04.2010	32	Registered
<p><i>Services in Class 32:</i> Beers Mineral And Aerated Waters, And Other Non-Alcoholic Drinks, Fruit Drinks And Fruit Juices Syrups And Other Preparations For Making Beverages</p>			
AYUR AYU (DEVICE MARK) 	1958654 Dated: 30.04.2010	32	Registered
<p><i>Services in Class 32:</i> Beers Mineral And Aerated Waters, And Other Non-Alcoholic Drinks, Fruit Drinks And Fruit Juices Syrups And Other Preparations For Making Beverages</p>			
AyuAyur 	1955223 Dated 23.04.2010	44	Registered
<p><i>Services in Class 44:</i> “Medical services; veterinary services; hygienic and beauty care for human beings or animals; agriculture, horticulture and forestry services.</p>			

3. The details of the registered trademarks of the Plaintiff in India and abroad are detailed below:-


Trade Mark	Country	Application number and date	Classes
	Australia	962364 (AU) 18-Jul-2003	3,5,16, 21,29,30,44
	Benelux	1133454 (NL) 17- Apr-2007	25, 35, 41
	Canada	1188673 (CA) 26- Aug-2003	3, 5, 30
	China	5981427 (China) 05- Apr-2007	5
	China	5981425 (China) 05- Apr-2007	32
	China	5981428 (China) 05- Apr-2007	3
	European Community	2996098 03-Jan- 2003	3, 5, 16, 21,29, 30,33, 44
	New Zealand	668837 (NZ) 22- Nov-2002	21
	New Zealand	668835 (NZ) 22- Nov-2002	5
	Pakistan	187069 (PK) 16-Jul- 2003	3
	Pakistan	187065 (PK) 16-Jul- 2003	16
	Pakistan	187064 (PK) 16-Jul- 2003	5
	Pakistan	187068 (PK) 16-Jul- 2003	30

	Sri Lanka	114678 (LK) 06-Aug-2003	33
	Sri Lanka	114675 (LK) 06-Aug-2003	21
	Switzerland	57691/2006 28-Aug-2006	3, 5, 16, 44
	Switzerland	54301/2007 24-Apr-2007	25,35, 41
	Taiwan	096016164 (TW) 11-Apr-2007	3, 5, 16, 32, 44
	Thailand	637966 05-Sep-2006	3
	Thailand	637967 05-Sep-2006	5
	United Arab Emirates	54963 12-Aug-2003	3
	United Arab Emirates	54966 12-Aug-2003	30
	United Arab Emirates	54965 12-Aug-2003	16
	United Arab Emirates	54964 12-Aug-2003	5
	United Kingdom	1558304 16-Nov-1993	3, 16
	United Kingdom	08-Mar-2001	3, 5, 16, 21, 29, 30, 33, 42
AYUR	Australia	1169767 (AU) 04-Apr-2007	3, 35, 44

	European Community	005809314 03-Apr-2007	3, 35, 44
	European Community	7163496 18-Aug- 2008	3, 5, 16, 44
AYUR	European Community	005429469 31-Oct-2006	3, 5, 16, 44
	European Community	005809587 03-Apr-2007	3, 41, 44
	Malaysia	04003750 25-Mar-2004	31
	Malaysia	04003749 25-Mar-2004	30
	Malaysia	04003747 25-Mar-2004	21
	Malaysia	04003744 25-Mar-2004	3
	Malaysia	04003753 25-Mar-2004	44
	South Africa	2002/00842 23-Jan-2002	42
	South Africa	2002/00835 23-Jan-2002	3

	South Africa	2002/00836 23-Jan-2002	5
	South Africa	2002/00838 23-Jan-2002	21
	South Africa	2002/00840 23-Jan-2002	29
AYUR	United Kingdom	2547062 10-May- 2010	3, 5, 16, 44

4. The Plaintiff owns the copyright as well as trademark rights in

AYUR and AYUR with device of leaf “”. The said artistic works for the products such as AYUR herbal shampoo, AYUR Rosemary Shampoo, various creams, gels etc are also registered under the Copyright Act. Plaintiff also owns the domain name www.ayurherbals.com registered since 25.03.1998. The requisite certificates in support of the above said contention have been filed by the Plaintiff. The Plaintiff enjoys colossal reputation and goodwill in the market. The sales figures as well as the amount spent on promoting and advertising the goods under the trademark AYUR from 1984-85 to 2024-25 is enormous as detailed in the plaint.

5. Plaintiff has submitted that Defendant no. 1 company is engaged in business of manufacturing, selling and marketing a range of Ayurvedic

products for various purposes. These Ayurvedic products are being offered for sale through defendants' online market place websites, namely, www.ayurland.in and www.teamex.in. Defendants are selling their product under the trademark AYURLAND with device mark of tree i.e.



impugned Trade Mark .


6. This impugned mark is identical or deceptively similar to that of the Plaintiff. Therefore, after hearing the submissions of learned Counsel for Plaintiff, vide order dated 04.12.2025, ex-parte interim injunction till the disposal of the present suit was granted in favour of the Plaintiff and against the Defendants restraining Defendant no. 1 through its Directors, agents, representatives, distributors, assignees, stockists, dealers, retailers etc from using the mark AYURLAND or any other mark which is identical or similar to plaintiff's well known trademark/ trade name 'AYUR' for products or allied goods. The Defendants and their associates were also restrained from using, operating or dealing with the impugned websites bearing the domain name www.ayurland.in which bears trademark AYUR of the plaintiff, and their other website www.teamex.in for promoting the sale of the impugned products during the pendency of the present suit. The defendants were also restrained from creating, operating or promoting any other website, online platform or social media page bearing the impugned marks or other mark deceptively similar to the Plaintiff's well known trademark AYUR amounting to infringement and passing off during the pendency of the present suit.

7. The Defendants were duly served with the interim order dated 04.12.2025 and compliance affidavit was filed under Order XXXIX Rule 3 CPC on behalf of Plaintiff. Since the Defendant No.1 to 4 did not appear despite being served with the summons of the suit vide e-mail dated 12.12.2025 as well as through Speed Post on 11.12.2025, 15.12.2025, 15.12.2025 and 15.12.2025 respectively nor they filed the Written Statement, they were proceeded ex parte vide order dated 13.03.2026.

8. Title of the suit was corrected and in view of law laid down in ***Shree Rajmoti Industries Vs. Rajmoti Foods Products, CS (COMM) 335/2018***, oral testimony was dispensed with and final arguments were heard on 01.06.2026. The interim order dated 04.12.2025 was made absolute. Accordingly, as regards the relief of permanent injunction as prayed for, the same is granted in favour of Plaintiff and against the Defendants.

9. Thereby a decree of permanent injunction is passed in favour of the Plaintiff and against the Defendants restraining the Defendants by itself as also through individual directors, proprietors, agents, affiliates, partners, stockists, representatives, assigns in business, servants or any other person so authorized by the Defendants, jointly or severally, to act on or behalf of either and/or the Defendants directly or indirectly, from dealing in respect



of any goods under the impugned Trade Marks “  ” and/or any other Trade Mark/Trade Name which is identical with or deceptively similar to the said “**AYUR**” and “**AYUR**” comprising Trade Marks/Trade Name of the Plaintiff and/or any other Trade Mark/Trade Name having “**AYUR**” or any other possible version of “**AYUR**”, either in whole or as a part thereof, either as a Trade Mark and/or in any manner whatsoever, in respect of any goods or services and/or any other activity amounting to or likely to :

- (i) Infringement of Plaintiff’s registered Trade Marks as detailed above.
- (ii) passing-off and enabling others to pass off their goods and business as that of the Plaintiff by use of the impugned trademark and label.
- (iii) Infringement of the copyright in the artwork of Plaintiff’s said trademark/label.
- (iv) Indulging in dilution, falsification and unfair and unethical trade practices.

10. A decree of mandatory injunction is passed in favour of the Plaintiff and against the Defendants directing the Defendants, jointly and severally, to take down and remove the impugned website, including but not limited to www.ayurland.in and www.teamex.in, and to forthwith remove all infringing use of the Plaintiff’s trademark “**AYUR**” and any identical or deceptively similar marks from all promotional materials, advertisements, listings, and online content available on third-party platforms, including

but not limited to You-tube, Facebook, Instagram, and all e-commerce websites and online marketplaces such as Amazon, Flipkart, India-MART, Dessert Cart, Nava Fresh and any other digital platforms through which the infringing products are advertised, offered for sale, or sold.

11. The Plaintiff has claimed damages to the tune of Rs.3,10,000/- as well as exemplary damages by relying on the observations of Hon'ble High Court of Delhi in the matter titled ***Minda Spectrum Advisory Limited and Ors. Vs. Jagdish Kumar and Anr., CS (COMM) 762/2023, decided on 21.03.2025*** by referring to the observations of Registrar of Trademarks in his letter dated 14.11.2023 as well as objection taken by the Plaintiff for opposing the registration of trademark of Defendant No.1.

12. In ***Intel Corporation v. Dinakaran Nair & Ors., 2006 SCC OnLine Del 459***, Hon'ble High Court of Delhi has held as under:-

“13. The only other question to be examined is the claim of damages of Rs.20 lakh made in para 48(iii) (repeated) of the plaint. In this behalf, learned Counsel has relied upon the judgments of this Court in Relaxo Rubber Limited v. Selection Footwear, 1999 PTC (19) 578; Hindustan Machines v. Royal Electrical Appliances, 1999 PTC (19) 685; and CS (OS) 2711/1999, L.T. Overseas Ltd. v. Guruji Trading Co., 123 (2005) DLT 503 decided on 7.9.2003. In all these cases, damages of Rs. 3 lakh were awarded in favour of the plaintiff. In Time Incorporated v. Lokesh Srivastava, 2005 (30) PTC 3 (Del) apart from compensatory damages even punitive damages were awarded to discourage and dishearten law breakers who indulge in violation with impunity. In a recent judgment in Hero Honda Motors Ltd. v. Shree Assuramji Scooters, 125 (2005) DLT 504 this Court has taken the view that damages in such a case should be awarded against defendants who chose to stay away from

proceedings of the Court and they should not be permitted to enjoy the benefits of evasion of Court proceedings. The rationale for the same is that while defendants who appear in Court may be burdened with damages while defendants who chose to stay away from the Court would escape such damages. The actions of the defendants result in affecting the reputation of the plaintiff and every endeavour should be made for a larger public purpose to discourage such parties from indulging in acts of deception.

14. A further aspect which has been emphasised in Time Incorporated case (supra) is also material that the object is also to relieve pressure on the overloaded system of criminal justice by providing civil alternative to criminal prosecution of minor crimes. The result of the actions of defendants is that plaintiffs, instead of putting its energy for expansion of its business and sale of products, has to use its resources to be spread over a number of litigations to bring to book the offending traders in the market. Both these aspects have also been discussed in CS(OS) No.1182/2005 titled Asian Paints (India) Ltd. v. Balaji Paints and Chemicals decided on 10.3.2006. In view of the aforesaid, I am of the considered view that the plaintiff would also be entitled to damages which are quantified at Rs. 3 lakh.” (Emphasis supplied)

13. Learned Counsel for Plaintiff prayed for awarding exemplary damages by relying on observations of Hon’ble High Court in ***Minda Spectrum Advisory Limited and Ors. Vs. Jagdish Kumar and Anr. (supra)***. In that matter, the infringement by the Defendants was observed to be deliberate and malafide since the Defendants in the said matter were in clear violation of an undertaking previous given to Hon’ble High Court of Delhi in a prior trademark infringement suit instituted by the Plaintiffs i.e. CS (COMM) 449/2020. The relevant terms of the Settlement Agreement dated 16th August, 2021, based on which the previous suit was decreed, were set out in the order dated 8th April, 2022 passed in the said suit i.e. :-

"j. The Second Party undertakes not to manufacture any product for any third party in any manner with the mark/name/label MINDA and its variants and derivatives and under any mark/label that is identical and/or deceptively similar thereto or that amounts to infringement of the First Party's rights therein. The Second Party also undertakes to destroy any packing material in their possession with the mark/name STAR MINDA and/or label / and/or any mark/label deceptively similar thereto;

k. The Second Party undertakes not to use the domain name www.starminda.com or any other domain name that contains any mark identical or deceptively similar to the First Party's mark/label MINDA or its formatives;

**** m. The Second Party acknowledges and agrees that any breach of this present Agreement would result in irreparable harm to the First Party. Accordingly, the Second Party agrees that if there is any breach by the Second Party in any terms of the present agreement, the First Party shall be entitled to injunctive relief along with damages in accordance with law."*

14. Hon'ble High Court of Delhi observed that the Defendants in the said matter were habitual infringer who had conducted their affairs with the sole intent to defeat the order dated 8th April, 2022 passed by this Court in CS (COMM) 449/2020, which would amount to contempt of this Court and for the same reason, Hon'ble High Court of Delhi observed that the court has to adopt a stringent approach in awarding damages, where the infringement is deliberate and malafide. Hon'ble High Court of Delhi also referred to the other judgments of Hon'ble High Court i.e. **Koninlijke Philips N.V. & Anr. vs Amazestore & Ors., 2019 SCC OnLine Del 8198** which outlined principles for awarding proportionate damages on the basis of degree of mala-fide conduct i.e.

"40. Keeping in view the aforesaid, this Court is of the view that the rule of thumb that should be followed while granting damages can be summarised in a chart as under:-

Degree of mala fide conduct Proportionate award

(i) First-time innocent infringer Injunction

(ii) First-time knowing infringer Injunction + Partial Costs

(iii) Repeated knowing infringer which Injunction + Costs + causes minor impact to the Partial damages Plaintiff

(iv) Repeated knowing infringer which Injunction + Costs + causes major impact to the Compensatory damages.”

(v) Infringement which was Injunction + Costs + deliberate and calculated Aggravated damages (Gangster/scam/mafia) + wilful (Compensatory + contempt of court. additional damages).

15. The Plaintiff has not been able to satisfy that the conduct of Defendants falls in the category of (iii), (iv) and (v) above. Further, admittedly, the Defendants have discontinued the use of the said trademark after receiving the interim order dated 04.12.2025. Therefore, the submission of Plaintiff that exemplary damages need to be awarded in this case is not sustainable and therefore not being granted.

16. In view of these observations, damages of Rs.2,00,000/- (Rupees Two Lakh only) is awarded in favour of the Plaintiff and against the Defendants.

17. The relief of rendition of accounts and delivery up have not been pressed for by the Plaintiff and are therefore not being considered and declined.

18. Defendants are also directed to pay to Plaintiff the cost of the suit for which the Plaintiff has filed bill of costs which includes pleader's fee and the other costs borne by the Plaintiff and are covered under section 35 of the Code of Civil Procedure as substituted by Commercial Courts Act. If the payment is not made within thirty days, the cost shall also carry

simple interest @ 6% per annum. The liability of Defendants shall be joint and several.

19. The suit is disposed of in these terms.
20. Decree sheet be prepared accordingly.

File be consigned to record room after necessary compliance.

**Announced in the open
Court on 08.06.2026**

**(Dr. Neera Bharihoke)
District Judge (Commercial Court)-06
South East, Saket Courts, New Delhi
08.06.2026**

Certified that this judgment contains 18 pages and each page bears my signatures.

**(Dr. Neera Bharihoke)
District Judge (Commercial Court)-06
South East, Saket Courts, New Delhi
08.06.2026**