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

CNR No. DLHC010204442026

+ **CS(COMM) 491/2026**

INBREW BEVERAGES PRIVATE LIMITEDPlaintiff

Through: Mr. Sachin Gupta, Mr. Rohit Pradhan,
Mr. Saksham Rastogi, Ms. Mahima
Chauchlani, Ms. Khyati Jain, Ms.
Anupriya, Mr. Shiva Pal and Mr.
Rajat Jain, Advocates.

versus

**KINJOORE BREWERY PRIVATE LIMITED &
ANR.**

.....Defendants

Through: Mr. Ajay Kumar, Advocate for D3.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

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07.10.2026

I.A. 13811/2026 (Impleadment)

1. This Application has been filed under Order I Rule 10 read with Section 151 of the Code of Civil Procedure, 1908 (“CPC”) seeking impleadment of *Supar SIP Traders LLP* as Defendant No.3 in the present Suit.
2. Learned Counsel for the Plaintiff submitted that the Plaintiff has recently learnt that proposed Defendant No.3, i.e., *Supar SIP Traders LLP*, has recently obtained an excise license from the Delhi Excise Department vide Order No. FL/2026-2027/1847 dated 16.04.2026 and is now engaged in the importing and distribution of beers under the Mark ‘THUNDER 15000’ within the jurisdiction of Delhi.
3. Learned Counsel for the Plaintiff further submitted that in order to enable the effective and complete adjudication of the present Suit, *Supar SIP Traders LLP*, is a necessary and proper Party and the same ought to be impleaded as Defendant No.3.



4. Learned Counsel for proposed Defendant No.3 has handed over Reply to this Application in the Court today, which is taken on record.

5. In Paragraph No.3 of the Reply filed by proposed Defendant No.3 it is stated that:

“That the Answering Respondent is merely an importer and distributor of the product bearing the impugned mark “THUNDER 15000” within the territory of Delhi, acting under a contractual arrangement with Defendant No. 1. Its role is purely that of a downstream entity in the supply chain. Any injunction or decree passed against the principal Defendants (manufacturers/brand owners) would automatically bind their agents, distributors, and all those acting in concert with them, including the Answering Respondent. Therefore, the presence of the Answering Respondent on the array of parties is wholly superfluous and redundant for the complete and final adjudication of the issues at hand. This Hon’ble Court in Mittal Electronics vs Sujata Home Appliances (P) Ltd. & Ors. has emphasized the distinction between manufacturers and mere distributors, holding that the latter may not always be necessary parties if the former are already before the court.”

6. It was submitted by learned Counsel for proposed Defendant No. 3 that the Plaintiff’s attempt to implead a local distributor, who is not a manufacturer or the primary brand owner, is an endeavour to unnecessarily introduce extraneous issues in the present Suit.

7. Learned Counsel for proposed Defendant No. 3 further submits that the Plaintiff has failed to demonstrate any direct cause of action against the proposed Defendant No. 3. The proposed Defendant No. 3 does not claim any independent right over the Impugned Mark and merely acts as a conduit for the goods manufactured by Defendant No. 1.

8. Learned Counsel for the Plaintiff has submitted that in view of the admission in Paragraph No.3 of the Reply filed by proposed Defendant No.3 wherein it is admitted that proposed Defendant No.3 is acting under a contractual arrangement with Defendant No.1 and is performing the role of a downstream entity in the supply chain, proposed Defendant No.3 is necessary and proper party to the present Suit.



9. Having heard learned Counsel for the Plaintiff and learned Counsel for proposed Defendant No.3 and also considering the averments made in the Application and as well as the Reply of proposed Defendant No.3, it is apparent that proposed Defendant No.3 is involved in importing and distributing the product bearing the impugned mark 'THUNDER 15000' within the territory of Delhi. Accordingly, the proposed Defendant No.3, *Supar SIP Traders LLP* is a necessary and proper party to the Suit and is impleaded as Defendant No.3 in the present Suit.

10. The present Application is allowed and the amended Memo of Parties filed by the Plaintiff is taken on record.

11. The present Application stands disposed of.

I.A. 13812/2026 (Amendment of Plaint)

12. This Application has been filed under Order VI Rule 17 read with Section 151 of the CPC seeking amendment of the Plaint in view of the impleadment of Defendant No.3 in the Suit.

13. In view of the above order passed in I.A. No.13811/2026 whereby impleadment of Defendant No.3 has been allowed, the consequential amendment to the Plaint by adding Paragraph No.12A after Paragraph No.12 in the Plaint as proposed in the present Application is required to be allowed.

14. Accordingly, the present Application is allowed and the amended Plaint filed along with this Application is taken on record.

15. The present Application stands disposed of.

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16. Let Summons be issued to newly impleaded Defendant No.3. Learned Counsel appearing on behalf of Defendant No.3 accepts Summons.

17. Defendant No.3 shall file Written Statement to the amended Plaint within 30 days from date. Along with the Written Statement, Defendant No.



3 shall also file an Affidavit of Admission / Denial of the documents of the Plaintiff, without which the Written Statement shall not be taken on record.

18. Liberty is granted to the Plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the Plaintiff, an Affidavit of Admission / Denial of the documents of Defendant be filed by the Plaintiff, without which the Replication shall not be taken on record.

19. In case any Party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

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

21. List before the learned Joint Registrar for completion of pleadings on the date fixed, i.e., 11.12.2026.

I.A. 25871/2026 (Extension of Injunction)

22. This Application has been filed on behalf of the Plaintiff under Section 151 of the CPC seeking extension of injunction as granted *vide* order dated 11.08.2026 passed in I.A. 12947/2026.

23. Issue Notice. Learned Counsel for Defendant No. 3 accepts Notice.

24. In view of above order passed in IA No.13811/2026 and IA No. 13812/2026, whereby Defendant No.3 has been impleaded as a Party to the present Suit and the consequent amendments to the Plaint have been allowed, the interim injunction granted against Defendant Nos. 1 and 2 *vide* order dated 11.08.2026 passed in IA No.12947/2026 is required to be extended to Defendant No.3 as well since Defendant No. 3 has admitted that Defendant No.3 is an importer and distributor of the product bearing impugned mark 'THUNDER 15000' within the territory of Delhi and has contractual arrangement with Defendant No.1.



25. In view of the same, the Plaintiff has made out a *prima facie* case for grant of *ad-interim* injunction against Defendant No.3 and balance of convenience also lies in the favour of the Plaintiff. In case, the *ad-interim* injunction granted *vide* order dated 11.08.2026 *qua* Defendant Nos. 1 and 2 is not extended *qua* newly added Defendant No. 3, the Plaintiff is likely to suffer irreparable loss.

26. In view of the above, the *ad-interim* injunction granted *vide* order dated 11.08.2026 against Defendant Nos.1 and 2 is hereby extended to Defendant No.3 and Defendant No.3 is directed to be bound by the same.

27. Defendant No.3 is at liberty to file Reply to this Application within a period of four weeks. Rejoinder thereto, if any, may be filed by the Plaintiff within a period of two weeks thereafter.

28. List before Court on the date fixed, i.e., 21.12.2026.

TEJAS KARIA, J

OCTOBER 7, 2026

N/ap