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

# **CNR No. DLHC010494812026**

+ **CS(COMM) 1117/2026**

**V-GUARD INDUSTRIES LIMITED**

.....Plaintiff

Through: Mr. Ranjan Narula, Ms. Shakti Priyan  
Nair, Mr. Aakash Bhambri, Ms.  
Gitanjali Vohra, Advs.

versus

**ASHOK KUMAR TRADING AS R. K. INDUSTRIES  
AND ORS**

.....Defendants

Through: Ms. Priya Goyal, Mr. Naman Joshi,  
and Ms. Aakriti Gupta, Advs. for D-6.

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

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**13.10.2026**

**I.A. 28434/2026 (by plaintiff under Section 12A of Commercial Courts Act, 2015 read with Section 151 CPC seeking exemption from pre-institution mediation)**

1. This is an application filed by the plaintiff seeking exemption from instituting pre-institution mediation under Section 12A of the Commercial Courts Act, 2015.
2. An urgent relief has been sought by the plaintiff in the present suit. After having examined the plaint and the documents filed along with the plaint, the Court is of the view that relief in application under Order XXXIX Rules 1 and 2 CPC [I.A. 28432/2026] is plausibly urgent and genuinely contemplated, for the reasons recorded in detail while dealing with I.A.



28432/2026.

3. The application is, therefore, allowed and the plaintiff is exempted from pre-litigation mediation.

4. The application stands disposed of.

**I.A. 28433/2026 (under Order XI Rule 1(4) of the Commercial Courts, Commercial Division and Commercial Appellate Divisions of High Court Act, 2015)**

5. The present application has been filed on behalf of the plaintiff seeking leave to place on record additional documents.

6. The plaintiffs are permitted to file additional documents in accordance with the provisions of the Commercial Courts Act, 2015, the Delhi High Court (Original Side) Rules, 2018 and Delhi High Court Intellectual Property Division Rules, 2022.

7. The application is disposed of.

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8. The plaint be registered as suit.

9. Issue summons to the defendants. Ms. Priya Goyal, learned counsel appearing on behalf of defendant no.6 on advance service accepts summons and waives formal service of summons.

10. It is stated by learned counsel for the defendant no.6 that a copy of the plaint, I.A.s and documents have been received by her.

11. At this stage Mr. Narula submits that since the defendant no.6 is an intermediary, it may be exempted from filing written statement. Ordered accordingly.

12. On plaintiff taking steps, issue summons to the unrepresented defendants by all permissible modes. The summons shall indicate that the



written statement must be filed within thirty days from the date of receipt of summons.

13. The defendants shall also file an affidavit of admission/denial of the documents filed by the plaintiff, failing which the written statement shall not be taken on record.

14. The plaintiff is at liberty to file replication thereto within thirty days after filing of the written statement. The replication shall be accompanied by an affidavit of admission/denial in respect of the documents filed by the defendants, failing which the replication shall not be taken on record.

15. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

16. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

17. List before the learned Joint Registrar for completion of service, pleadings, admission/denial of documents and marking of exhibits on 04.12.2026.

18. List before Court for framing of issues on a date to be assigned by the learned Joint Registrar.

**I.A. 28432/2026 (under Order XXXIX Rules 1 & 2 read with Order XXXIX Rule 3 and Section 151 CPC by plaintiff)**

19. The case set out by the plaintiff in the plaint is that plaintiff company commenced its business operations in the year 1977, in the name and style of M/s Premier Electronics which adopted and conceived the mark “V-GUARD”.

20. M/s Premier Electronics got dissolved in the year 1992, however, all its assets and liabilities, including rights in the mark “V-GUARD” were assigned



in favour of Mr. Kochouseph Chittilappilly *alias* Mr. C.T. Kochouseph the Chairman and former Managing Director of the present plaintiff. Further by way of an exclusive license agreement executed by Mr. C.T. Kochouseph, who was the proprietor of the mark, all the rights subsisting in the mark “V-GUARD” were assigned in favour of the plaintiff.

21. It is stated that the present suit has been filed in order to protect the plaintiff’s copyright, trade mark and common law rights in the trade dress, packaging, colour scheme and layout used on all its products including but not limited to wires sold under its well-known mark “V-GUARD” and sub brands and variants such as Arizo, Classo +, Superio and Superio + (hereinafter referred to as “V-Guard Products”).

22. It is stated that the plaintiff’s contributions in its relevant segment under the mark “V-GUARD” and its distinctive trade dress/packaging have been widely recognized, which is evident from the awards and recognitions achieved by the plaintiff in relation to its “V-GUARD” branded goods. The same has been enumerated in para 9 of the plaint.

23. It is contended that the plaintiff owns and operates fully functional websites under the domains <https://vguard.com/> and [www.vguard.in](http://www.vguard.in), which feature the plaintiff’s mark “V-GUARD” as a dominant and essential element. The said domains were registered in the name of the plaintiff as early as in January 15, 2004, and February 7, 2007, respectively.

24. Further it is also stated that the plaintiff extensively and openly advertises and promotes its goods and services under the mark “V-GUARD” and its distinctive trade dress/packaging on social media portals and maintains an active presence on Facebook, Instagram, LinkedIn, X (erstwhile Twitter), and YouTube.



25. Mr. Ranjan Narula, learned counsel on behalf of the plaintiff submits that the plaintiff has successfully obtained trade mark registration for its mark “V-GUARD” and formative mark in several classes in India, the details of the said registered mark have been listed in para 14 of the plaint. The same has been reproduced below for the ease of reference.

| Trade Mark                                                                        | Applicati<br>on<br>No. | Application<br>Date | Clas<br>s | Status                                               |
|-----------------------------------------------------------------------------------|------------------------|---------------------|-----------|------------------------------------------------------|
|  | 413947                 | December 3,<br>1983 | 9         | Registered and<br>valid up to<br>December 3,<br>2034 |
| <b>V-GUARD</b>                                                                    | 413948                 | December 3,<br>1983 | 9         | Registered and<br>valid up to<br>December 3,<br>2034 |



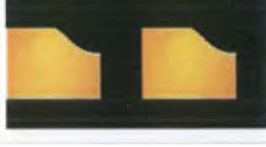
|                                                                                                    |         |                   |    |                                              |
|----------------------------------------------------------------------------------------------------|---------|-------------------|----|----------------------------------------------|
| <b>V-GUARD</b>                                                                                     | 2714698 | April 9, 2014     | 9  | Registered and valid up to April 9, 2034     |
|                   | 3253994 | May 9, 2016       | 9  | Registered and valid up to May 9, 2026       |
|                   | 2415264 | October 19, 2012  | 9  | Registered and valid up to October 19, 2032  |
|                   | 1160076 | December 19, 2002 | 7  | Registered and valid up to December 19, 2032 |
| <b>V-GUARD</b>                                                                                     | 2714697 | April 9, 2014     | 7  | Registered and valid up to April 9, 2034     |
|                 | 1148405 | November 6, 2002  | 11 | Registered and valid up to November 6, 2032  |
| <b>V - GUARD</b>                                                                                   | 2714699 | April 9, 2014     | 11 | Registered and valid up to April 9, 2034     |
|                 | 3253996 | May 9, 2016       | 11 | Registered and valid up to May 9, 2026       |
|  <b>V-GUARD</b> | 6016420 | July 12, 2023     | 11 | Registered and valid up to July 12, 2033     |



26. He submits that the plaintiff has also obtained trademark registration for its trade dress and packaging in different classes which has been tabulated in para 21 of the plaint. Out of the reproduced tabulated chart at para 21, some of the registrations has been set out hereinbelow:

| Trade Mark                                                                         | Applicat<br>ion<br>No. | Application<br>Date  | Class | Status                                                |
|------------------------------------------------------------------------------------|------------------------|----------------------|-------|-------------------------------------------------------|
|  | 3714037                | December<br>28, 2017 | 9     | Registered and<br>valid up to<br>December 28,<br>2027 |



|                                                                                    |         |               |    |                                          |
|------------------------------------------------------------------------------------|---------|---------------|----|------------------------------------------|
|   | 3884693 | July 11, 2018 | 9  | Registered and valid up to July 11, 2028 |
|   | 3884688 | July 11, 2018 | 9  | Registered and valid up to July 11, 2028 |
|   | 3884696 | July 11, 2018 | 21 | Registered and valid up to July 11, 2028 |
|   | 3884690 | July 11, 2018 | 21 | Registered and valid up to July 11, 2028 |
|  | 3884692 | July 11, 2018 | 7  | Registered and valid up to July 11, 2028 |

27. Likewise, the plaintiff has also secured copyright registrations for its artistic work in the trade dress. Reproduced below is the relevant table from para 20 of the plaint, enumerating plaintiff's copyright registrations:-

| Copyrighted Work                                                                    | Registration No. | Title of the Work                            | Class and description of the work |
|-------------------------------------------------------------------------------------|------------------|----------------------------------------------|-----------------------------------|
|  | A-128676/2019    | Curve Label                                  | Artistic Work                     |
|  | AT-20260164143   | V-Guard Packaging – Black Background Version | Artistic Work                     |



28. It is also stated that the plaintiff, through its predecessors, has been openly, continuously, extensively, and exclusively using the trademark “V-GUARD” in the distinctive black and yellow/gold packaging/trade dress since 2017, and by virtue of its extensive use, the same is only associated with the plaintiff.

29. It is further stated that the goodwill and reputation of the plaintiff company “V-Guard” Industries Limited can be gauged from the following reproduced sales figures and advertisement expenditures given in the plaint:

| <b>Financial Year:</b> | <b>Revenue from Operations (in INR Crores)</b> | <b>Advertising Expenses (in INR Crores)</b> |
|------------------------|------------------------------------------------|---------------------------------------------|
| 2017-18                | 2321.27                                        | 99.13                                       |
| 2018-19                | 2566.40                                        | 64.88                                       |
| 2019-20                | 2,481.95                                       | 56.82                                       |
| 2020-21                | 2,699.00                                       | 28.28                                       |
| 2021-22                | 3,476.67                                       | 57.14                                       |
| 2022-23                | 4,049.60                                       | 87.52                                       |
| 2023-24                | 4,559.43                                       | 108.08                                      |
| 2024-25                | 5,308.87                                       | 142.92                                      |
| 2025-26                | 5965.78                                        | 138.69                                      |

30. Further, the goodwill and reputation of the plaintiff’s “V-GUARD” wires/cables and its distinctive trade dress/packaging can also be separately gauged from the following reproduced sales figures and advertisement expenditure below:



| Financial Year: | Sales (in INR Crores) | Advertising Expenses (in INR Crores) |
|-----------------|-----------------------|--------------------------------------|
| 2017-18         | 684.53                | 18.05                                |
| 2018-19         | 765.21                | 10.90                                |
| 2019-20         | 704.53                | 8.56                                 |
| 2020-21         | 825.39                | 6.32                                 |
| 2021-22         | 1,133.13              | 7.59                                 |
| 2022-23         | 1,251.99              | 13.17                                |
| 2023-24         | 1,344.47              | 20.16                                |
| 2024-25         | 1,463.25              | 25.49                                |
| 2025-26         | 1690.66               | 15.21                                |

31. Therefore, it is stated that the unique packaging and distinctive colour scheme/get up/lay-out of the plaintiff for its “V-Guard” Products has acquired a distinctive connotation as being exclusively associated with the goods of the plaintiff, and consequently, the plaintiff has earned substantial goodwill and reputation in the packaging/trade dress, which acts as a unique identifier of their products. Any use of similar packaging trade dress by any other person without the express permission of the plaintiff Company in any manner whatsoever is tantamount to misrepresentation and confusion amongst the gullible consumers and members of the trade.

32. Mr. Narula submits that in the first week of June 2026, plaintiff got to know about the availability of a variant of wires and cables that bear the manufacturing/marketing company name as R.K. Industries with the brand name RK Cables. However, the address provided on the box/packaging of the RK Cables being “Jhilmil Ind. Area, Delhi - 110095” is incomplete and



further enquiries in the market and trade did not lead to the actual manufacturer, therefore, RK Cables have been arrayed as defendant no.1 being *Ashok Kumar/John Doe* in the present suit.

33. It is stated that defendant Nos. 2-5 are engaged in the sale, promotion and marketing of the infringing products being sold under the brand RK Cables and bearing a nearly identical/deceptively similar packaging/trade dress to the plaintiff's products.

34. A comparative chart of the products which has been placed as document no.1 in the documents filed by the plaintiff is set out herein below for the ease of reference:

#### COMPARISON CHART OF PRODUCTS

| PLAINTIFF'S TRADE DRESS                                                                               | IMPUGNED TRADE DRESS                                                                                     |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| <b>V-GUARD</b><br> | <b>RK Cables</b><br> |
|                    |                      |
|                    |                      |



35. Mr. Narula submits that the plaintiff has made a sample purchase of the defendant no.1's product bearing the impugned packaging/trade dress from defendant nos.2 and 3 on June 25, 2026 and the same was delivered to the representative of the plaintiff in Delhi on June 27, 2026. Pursuant to the aforesaid purchases and further inquiries, it transpired that the defendant no.2 was formerly associated with the plaintiff as a channel partner.

36. He submits that the products with the impugned packaging/trade dress are also available on [www.indiamart.com](http://www.indiamart.com) (defendant no.6). and [www.tradeindia.com](http://www.tradeindia.com) (defendant no.7).

37. He further submits that it is the defendant nos. 2 and 4 who have listed the impugned product on [www.tradeindia.com](http://www.tradeindia.com) and [www.indiamart.com](http://www.indiamart.com).

38. It is stated that the defendant nos. 2-5 are working in connivance with each other to illegally earn profits at the expense and business of the plaintiff, leveraging the tremendous goodwill and reputation vested in V-Guard products.

39. Having regard to the averments made in the plaint and the submissions of Mr. Narula, this Court is of the opinion that a *prima facie* case of infringement and passing off is made out in favour of the plaintiff and balance of convenience is also in its favour. Further, irreparable harm or injury would



be caused to the plaintiff if an interim injunction order is not passed.

40. Accordingly, till the next date of hearing, the following directions are passed -

(i) The defendant nos. 1- 5, their assignees in business, licensees, franchisee, distributors and dealers are restrained from manufacturing, selling, offering for sale, advertising, directly or indirectly dealing in electronic/electrical goods including but not limited to wires under the impugned RK cables label/packaging/trade dress as detailed in para 34 above, having colour combination of yellow and black or any other label/trade dress/carton packaging/colour combination which is a colourable imitation or substantial reproduction to the plaintiff's V-GUARD label/carton packaging/ trade dress.

(ii) The defendant nos. 6 and 7 are directed to take down/remove/de-activate the listing pertaining to the impugned packaging/trade dress from its platforms within a period of one week from the date of communication of this order by the plaintiff. A compliance affidavit may be filed by defendant nos. 6 and 7 within a period of two weeks thereafter. The details of the links/URLs to be taken down are as under:



| S. No | Link                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Details                                                                                                                                                                        |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>i. <a href="https://www.indiamart.com/p/roddetail/pvc-red-insulated-cable-24941407591.html">https://www.indiamart.com/p/roddetail/pvc-red-insulated-cable-24941407591.html</a></p> <p>ii. <a href="https://www.indiamart.com/p/roddetail/r-k-pvc-multistrand-wires-cable-roll-25691874462.html?srltid=AfmBOopMaUnqZr_V1usfDnLUwq4iG5wV9yeXCL1r-luTm20-prPcfPIA">https://www.indiamart.com/p/roddetail/r-k-pvc-multistrand-wires-cable-roll-25691874462.html?srltid=AfmBOopMaUnqZr_V1usfDnLUwq4iG5wV9yeXCL1r-luTm20-prPcfPIA</a></p> <p>iii. <a href="https://www.indiamart.com/v/imal-electricals-bhilwara/electrical-wire.html#2854717274448">https://www.indiamart.com/v/imal-electricals-bhilwara/electrical-wire.html#2854717274448</a></p> <p>iv. <a href="https://www.indiamart.com/v/imal-electricals-bhilwara/electric-connector-and-electrical-cable.html#2854717261073">https://www.indiamart.com/v/imal-electricals-bhilwara/electric-connector-and-electrical-cable.html#2854717261073</a></p> <p>v. <a href="https://www.indiamart.com/p/roddetail/90m-rk-cables-multi-strand-pvc-wire-20500095833.html">https://www.indiamart.com/p/roddetail/90m-rk-cables-multi-strand-pvc-wire-20500095833.html</a></p> | <p>IndiaMart</p> <p>Directions be issued to Defendant No. 6 to deactivate/remove the infringing listing of RK Cables product bearing the impugned packaging/trade dress.</p>   |
| 2.    | <p>i. <a href="https://www.tradeindia.com/products/rk-wire-55mtr-0-75-mm-7786368.html">https://www.tradeindia.com/products/rk-wire-55mtr-0-75-mm-7786368.html</a></p> <p>ii. <a href="https://www.tradeindia.com/products/rk-wire-55mtr-1-00-mm-7786369.html">https://www.tradeindia.com/products/rk-wire-55mtr-1-00-mm-7786369.html</a></p> <p>iii. <a href="https://www.tradeindia.com/products/rk-wire-55mtr-1-50-mm-7786370.html">https://www.tradeindia.com/products/rk-wire-55mtr-1-50-mm-7786370.html</a></p> <p>iv. <a href="https://www.tradeindia.com/products/rk-wire-55mtr-2-50-mm-7786371.html">https://www.tradeindia.com/products/rk-wire-55mtr-2-50-mm-7786371.html</a></p> <p>v. <a href="https://www.tradeindia.com/products/rk-wire-55mtr-4-00-mm-7786372.html">https://www.tradeindia.com/products/rk-wire-55mtr-4-00-mm-7786372.html</a></p>                                                                                                                                                                                                                                                                                                                                                           | <p>Trade India</p> <p>Directions be issued to Defendant No. 7 to deactivate/remove the infringing listing of RK Cables product bearing the impugned packaging/trade dress.</p> |



|       |                                                                                                                                                                                                               |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| vi.   | <a href="https://www.tradeindia.com/products/rk-wire-68mtr-0-75-mm-7786373.html">https://www.tradeindia.com/products/rk-wire-68mtr-0-75-mm-7786373.html</a>                                                   |
| vii.  | <a href="https://www.tradeindia.com/products/rk-wire-68mtr-1-00-mm-7786374.html">https://www.tradeindia.com/products/rk-wire-68mtr-1-00-mm-7786374.html</a>                                                   |
| viii. | <a href="https://www.tradeindia.com/products/rk-wire-68mtr-1-50-mm-7786376.html">https://www.tradeindia.com/products/rk-wire-68mtr-1-50-mm-7786376.html</a>                                                   |
| ix.   | <a href="https://www.tradeindia.com/products/rk-wire-68mtr-2-50-mm-7786377.html">https://www.tradeindia.com/products/rk-wire-68mtr-2-50-mm-7786377.html</a>                                                   |
| x.    | <a href="https://www.tradeindia.com/products/rk-wire-68mtr-4-00-mm-7786378.html">https://www.tradeindia.com/products/rk-wire-68mtr-4-00-mm-7786378.html</a>                                                   |
| xi.   | <a href="https://www.tradeindia.com/products/rk-multi-strand-wire-for-electrical-appliances-7440521.html">https://www.tradeindia.com/products/rk-multi-strand-wire-for-electrical-appliances-7440521.html</a> |

41. Issue notice. Ms. Priya Goyal, learned counsel appearing on behalf of defendant no.6 accepts notice.
42. On plaintiff taking steps, issue notice to the unrepresented defendants by all permissible modes.
43. The defendants may file a reply to the application within a period of four weeks. Rejoinder thereto, if any, be filed within a period of two weeks thereafter.
44. The defendants will be at liberty to apply for variation, vacation or modification of this order, if necessary.
45. Provisions of Order XXXIX Rule 3 CPC be complied with *qua* the defendants within a period of two weeks from today and affidavit of compliance be filed within a period of three days thereafter.
46. List before the learned Joint Registrar for completion of service and pleadings on 04.12.2026.



47. List before Court on 04.02.2027.

**VIKAS MAHAJAN, J**

**OCTOBER 13, 2026**  
*nsa/AA*