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

CNR No. DLHC010306282024

+ **CS(COMM) 424/2024**

**GODREJ AND BOYCE MANUFACTURING COMPANY
LIMITED**

.....Plaintiff

Through: Mr. J. Sai Deepak, Sr. Adv. with Ms.
Kruttika Vijay, Mr. Ayush Hoonka
and Ms. Purnima Vashishtha, Advs.

versus

GEEKEN SEATING COLLECTION PRIVATE LIMITED

.....Defendant

Through: Mr. Viraj Datar, Sr. adv. with Mr.
Pranay Sarkar and Ms. Niyati Pathak,
Advs.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

% **13.10.2026**

**I.A. 18500/2025 (by the plaintiff under Order XXXIX Rules 2 and 2A
read with Section 11 and 12 of the Contempt of Courts Act, 1971)**

**I.A. 28592/2025 (under Order XXXIX Rules 2 and 2A read with Section
151 of CPC)**

1. The plaintiff has instituted the present suit alleging infringement of seven of its registered designs. This Court *vide* order dated 18.11.2024 passed in I.A. 29883/2024, an application under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 [**CPC**] restrained the defendant from selling any product which is identical or almost identical to the plaintiff's registered designs nos. 226554 and 272105. The order dated 18.11.2024 is



reproduced as under:

“I.A. 29883/2024 (under Order XXXIX Rules 1 and 2 CPC)

1. This application has been filed by the plaintiff under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 [‘CPC’] seeking grant of interim injunction against the defendant restraining the defendant from infringing the designs of the plaintiff.
2. The subject matter of the suit involves seven (7) registered designs of the plaintiff.
3. Ms. Abhilasha Nautiyal, Advocate appearing on behalf of the plaintiff has drawn the attention of the Court to the written statement filed on behalf of the defendant, wherein at paragraph 22, in respect of two of the designs i.e. (i) 226554- class 06- 01; Bed and (ii) 272105- class 06-04; Storage Furniture, the defendant has stated that it has discontinued the production of these designs and offers not to engage in the manufacturing of the same in the future.
4. Ms. Twinkle Rai, Advocate appearing on behalf of the defendant affirms the aforesaid averments made in the written statement.
5. Consequently, the defendant is restrained from selling any product which is identical or almost identical to the plaintiff’s registered designs no.226554 and 272105.
6. The counsel for the plaintiff wishes to make submissions in respect of the remaining reliefs claimed in the aforesaid application.
7. Renotify on 29th January, 2025.

2. Subsequently, on 06.02.2025, this Court recorded the undertaking of the defendant for the remaining five registered designs of the plaintiff and disposed of I.A. 29883/2024. The relevant part of the order reads as under:

“3. In the written statement filed on behalf of the plaintiff in respect of the two of the designs i.e., (i) 226554- class 06- 01; Bed and (ii) 272105-class 06-04; Storage Furniture, it is stated that the defendant has discontinued the designs and offered not to engage in the manufacturing of the same in the future.

3.1. The statement is taken on record and the defendant shall remain bound by the same.

4. Counsel for the parties were heard on two dates i.e. 29th January, 2025 and 31st January, 2025, and the counsel for the defendant was asked to take instructions. Mr. Junaid Alam has returned with instructions that the defendant shall discontinue making products, infringing the remaining five registered designs of the plaintiff during the period of their validity, which are set out below:

[Design Nos. 239229, 293341, 226063, 232151 and 275979]

4.1. The statement is taken on record and the defendant shall remain



bound by the same.”

3. Thereafter, the plaintiff found that products corresponding to the said designs, were being displayed on the defendant's website. It also found that quotations for such products had been furnished at the defendant's stores at New Delhi on 25.06.2025 and at Chandigarh on 16.07.2025. The plaintiff, therefore, filed I.A. 18500/2025 under Order XXXIX Rules 2 and 2A of the CPC, alleging breach of the undertaking recorded on 06.02.2025.

4. When the said application was taken up on 01.08.2025, learned counsel for the defendant stated that a communication gap with the sales persons had led to inadvertent sales. He undertook that all listings would be removed the same day. The defendant was cautioned, and was directed to place on record, on or before 08.08.2025, its certified inventory and disclosure of sales made between 06.02.2025 and 01.08.2025. In its reply, the defendant has taken the position that the goods sold between 06.02.2025 and 01.08.2025 had already been manufactured, and that they were sold on account of a communication gap. It is also its stand that no manufacturing has taken place after 06.02.2025.

5. The plaintiff, thereafter, came across the invoice dated 14.11.2025, which deals with the sale of the same goods despite the undertaking given by the defendant. Therefore, the plaintiff has filed the second application i.e., I.A. 28592/2025, under Order XXXIX Rules 2 and 2A of the CPC.

6. The plaintiff also relied on the continued display of the products in the catalogues on the defendant's website, and on the defendant's failure to file the inventory. It, therefore, filed the second application, i.e., I.A. 28592/2025, alleging aggravated contempt. The plaintiff relies on the following part of the order dated 01.08.2025:



“3.1. He states that there was a communication gap with the sales persons and has led to inadvertent sales.

3.2. He states that defendant remains bound by the order dated 06.02.2025 and will not offer for sale any of the infringing products.

5. In view of the averments made in the application and the admission of the defendant that there has been unauthorized sale after 06.02.2025, the defendant is cautioned that any further manufacturing or sale of the infringing goods w.e.f. 01.08.2025 will be construed as an aggravated contempt.”

7. On 17.11.2025, learned senior counsel for the defendant stated that no sales had been carried out after 01.08.2025. In I.A. 28592/2025, the defendant has filed a reply supported by an affidavit, served on 13.12.2025.

In paragraph 3 thereof, the following position has been taken:

“3. That it is further alleged that the Defendant has committed contempt of the order of this court dated 01.08.2025 as the Defendant has neither filed the "duly certified inventory list" nor "disclosure of any sales of the infringing goods made after 06.02.2025 until 01.08.2025". The Defendant submits that it is already in the process of calling for and compiling the relevant inventory records from its various verticals and warehouses and the same shall be placed on record before this Hon'ble Court immediately upon completion of the compilation process. It is further submitted that there has been no sale or manufacture of the products alleged to be inliringed after the order dated 01.08.2025.”

8. Mr. J. Sai Deepak, learned senior counsel appearing on behalf of the plaintiff, submits that the undertaking recorded on 06.02.2025 is unequivocal. He submits that the defendant has itself admitted, as recorded in the order dated 01.08.2025, that there were sales after 06.02.2025. The products continued to be displayed and offered for sale even after the caution administered on 01.08.2025, which, according to him, amounts to aggravated contempt. He submits that the defendant's failure to file the inventory and the disclosure of sales, despite a specific direction, shows deliberate disregard of this Court's orders. He further submits that the



defendant has taken a stand in its reply contrary to its earlier admission. He, therefore, prays for the reliefs claimed, namely detention of the directors and principal officers of the defendant in civil prison, attachment of its properties, and payment of punitive damages of Rs. 1,00,00,000/-.

9. *Per contra*, Mr. Viraj Datar, learned senior counsel appearing on behalf of the defendant, submits that the sales between 06.02.2025 and 01.08.2025 were of goods already manufactured, and occurred because of a communication gap with the sales personnel. The defendant disclosed this candidly before the Court on the very first date and took immediate remedial steps. He submits that no products were manufactured after 06.02.2025 and no sale took place after 01.08.2025. He further submits that the residual listings were inadvertent and have since been removed, that the inventory records are being compiled from various verticals and warehouses, and that the invoice dated 14.11.2025 was not issued at the instance of the defendant. He, therefore, submits that there is no wilful or deliberate disobedience of any order of this Court.

10. The Court has heard learned senior counsel appearing for the parties and perused the record.

11. Order XXXIX Rule 2A(1) of the CPC provides that, in the case of disobedience of any injunction granted or other order made under Rule 1 or Rule 2, or breach of any of the terms on which the injunction was granted or the order made, the Court may order the property of the person guilty of such disobedience or breach to be attached, and may also order such person to be detained in the civil prison for a term not exceeding three months. Section 2(b) of the Contempt of Courts Act, 1971, under which the plaintiff has also invoked the jurisdiction of this Court, defines civil contempt as



“wilful disobedience to any judgment, decree, direction, order, writ or other process of a court or wilful breach of an undertaking given to a court”. The consequences under both provisions are penal in nature. A person cannot be visited with such consequences unless the order alleged to have been disobeyed is clear, and the disobedience is established on the touchstone of strict proof.

12. The Supreme Court, in **Ram Kishan v. Tarun Bajaj**,¹ while explaining the element of wilfulness, held as under:

“12. Thus, in order to punish a contemnor, it has to be established that disobedience of the order is “wilful”. The word “wilful” introduces a mental element and hence, requires looking into the mind of a person/contemnor by gauging his actions, which is an indication of one’s state of mind. “Wilful” means knowingly intentional, conscious, calculated and deliberate with full knowledge of consequences flowing therefrom. It excludes casual, accidental, bona fide or unintentional acts or genuine inability. Wilful acts does not encompass involuntarily or negligent actions. The act has to be done with a “bad purpose or without justifiable excuse or stubbornly, obstinately or perversely”. Wilful act is to be distinguished from an act done carelessly, thoughtlessly, heedlessly or inadvertently. It does not include any act done negligently or involuntarily. The deliberate conduct of a person means that he knows what he is doing and intends to do the same. Therefore, there has to be a calculated action with evil motive on his part. Even if there is a disobedience of an order, but such disobedience is the result of some compelling circumstances under which it was not possible for the contemnor to comply with the order, the contemnor cannot be punished. ...”

13. In **Sudhir Vasudeva v. M. George Ravishekaran**,² the Supreme Court cautioned that the Court, while exercising contempt jurisdiction, must confine itself to the four corners of the order alleged to have been disobeyed, in the following words:

“19. ... Courts must not, therefore, travel beyond the four corners of the order which is alleged to have been flouted or enter into questions that

¹ (2014) 16 SCC 204

² (2014) 3 SCC 373



have not been dealt with or decided in the judgment or the order violation of which is alleged. Only such directions which are explicit in a judgment or order or are plainly self-evident ought to be taken into account for the purpose of consideration as to whether there has been any disobedience or wilful violation of the same. ... No order or direction supplemental to what has been already expressed should be issued by the Court while exercising jurisdiction in the domain of the contempt law ...”

14. This Court, in **Cross Fit LLC v. Renjith Kunnumal and Anr.**,³ held that there must be strict and irrefutable proof of disobedience before punitive action can follow under Order XXXIX Rule 2A of the CPC. It further held that a person cannot be held guilty of violating the orders of the Court merely because the circumstances give rise to a strong suspicion that the order has been disobeyed.

15. Having regard to the aforesaid decisions, the Court, while considering an application under Order XXXIX Rule 2A of the CPC, must first see whether the order alleged to have been disobeyed is clear and explicit. Thereafter, it must be seen whether the breach, if any, is wilful and deliberate. A breach which is inadvertent, or which arises from a *bona fide* understanding of the scope of the order, does not attract punitive consequences.

16. A plain reading of the order dated 06.02.2025 shows that the defendant undertook only to discontinue making products infringing the remaining five registered designs of the plaintiff. The order did not, in clear terms, restrain the defendant from disposing of goods that had already been manufactured. In contrast, the order dated 18.11.2024 expressly restrained “selling”, but only for the two designs. Such a restraint cannot now be read into the undertaking dated 06.02.2025 in contempt proceedings.

³ 2023 SCC OnLine Del 6261



17. The defendant's stand is that the sales between 06.02.2025 and 01.08.2025 were of goods already manufactured, and occurred because of a communication gap with its sales persons. That stand appears to be *bona fide*. The defendant admitted the inadvertent sales on the very first date, i.e., 01.08.2025, and undertook to remove all listings the same day. Such conduct does not reflect any deliberate attempt to overreach the Court. The defendant was, therefore, justified in pleading that disposal of existing goods was not prohibited under the order dated 06.02.2025.

18. As regards I.A. 28592/2025, the plaintiff relies on paragraphs 3.1, 3.2 and 5 of the order dated 01.08.2025. Paragraphs 3.1 and 3.2 only record the defendant's explanation of the communication gap and its statement that it remains bound by the order dated 06.02.2025. The caution in paragraph 5 operates prospectively, with effect from 01.08.2025. It is attracted only upon actual manufacture or sale of the infringing goods after that date.

19. The plaintiff has not been able to place any material conclusively showing that the infringing goods were manufactured or sold after 01.08.2025. The Court is satisfied that the invoice dated 14.11.2025 was not issued at the instance of the defendant. The defendant has also consistently maintained, before this Court and in its reply on affidavit, that no manufacture or sale has taken place after 01.08.2025. The continued display of certain products in the catalogues on its website does not, by itself, establish manufacture or sale.

20. The delay on the part of the defendant in filing the certified inventory, as directed on 01.08.2025, is not appreciated. However, the defendant has explained that the records are being compiled from its various verticals and warehouses. No inference of breach of the undertaking can be drawn merely



from such delay. Disobedience under Order XXXIX Rule 2A of the CPC must be conclusively established, and cannot be presumed or inferred.

21. The Court, therefore, finds no wilful or deliberate disobedience on the part of the defendant of the orders dated 06.02.2025 and 01.08.2025. The plaintiff is, however, granted liberty to raise the issue of damages during the trial. In the event the plaintiff comes across any further violation, it shall be at liberty to file a fresh application. The defendant shall, if not already done, file the certified inventory within two weeks from today, and shall remain bound by its undertaking.

22. It is made clear that the observations made hereinabove are only for the purpose of deciding the present applications. They shall not be construed as an expression of opinion on the merits of the suit, which shall be decided on its own merits at trial. The applications stand disposed of.

23. Applications stand disposed of.

PURUSHAINDRA KUMAR KAURAV, J

OCTOBER 13, 2026/p