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

CNR No. DLHC010765582025

+ **CS(COMM) 1075/2025**

ANANDAM SWEETS PRIVATE LIMITED Plaintiff

Through: Mr. Satvik Verma, Sr. Advocate with
Mr. Rishi Bansal, Ms. Shruti
Manchanda, Mr. Shantanu Parmar and
Ms. Anavi Jain, Advocates.

versus

BIKANERVALA FOODS PRIVATE LIMITED Defendant

Through: Mr. Lakshay Gupta, Mr. Saurabh
Kumar and Mr. Dhruv Sikka,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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16.10.2026

I.A. 29204/2026 (Application under Order XXXIX Rules 2A and 7 read with Section 151 CPC, read with Section 11 and 12 of the Contempt of Courts Act)

1. The present application has been filed by the plaintiff alleging wilful disobedience of the order dated 17.10.2025.
2. Mr. Satvik Verma, learned Sr. Counsel appearing on behalf of the plaintiff invites attention of the Court to order dated 17.10.2025 to contend that on the said date, an affidavit of the even date was furnished by the authorized representative of the defendant, relevant part of which was extracted in the aforementioned order.
3. Referring to the relevant part of the undertaking, he submits that the defendant undertook that it shall discontinue from procuring the packaging of the gift hamper under the name 'ANANDAM' w.e.f 17.10.2025.

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4. That apart, it was further stated that the defendant will exhaust its existing stock of around 5800 boxes, latest by 15.11.2025, and in case the defendant is unable to exhaust the stock by the said date, the defendant shall undertake to destroy the remaining packaging bearing the word ANANDAM. Paragraphs 3 and 4 from the said undertaking is extracted hereinbelow for the sake of ready reference:

“3. I say that the defendant company was not aware that the plaintiff is claiming rights in the trade mark ANANDAM. Without prejudice to the rights and contentions of the defendant in the present suit, I say that the defendant company shall discontinue the procuring of the packaging of the gift hamper under the name ANANDAM w.e.f. 17th October, 2025. At present the defendant has stock of around 5800 boxes of ANANDAM in its possession. The defendant undertakes to exhaust the said stock latest by 15th November, 2025. In case the defendant is unable to exhaust the stock by the said date, the defendant shall undertake to destroy the remaining packaging bearing the word ANANDAM.

4. The defendant further undertakes not to sell its gift hampers under the word ANANDAM in future after exhausting its stocks as aforesaid. The defendant also undertakes not to sell the remaining stocks as aforesaid to any person/entity in the state of Uttarakhand.”

5. He submits that it has recently come to notice of the plaintiff that the defendant is still continuing to use the packaging bearing the plaintiff's mark ANANDAM, despite having given the above undertaking.

6. The attention of the Court has been invited to the screenshots of the WhatsApp messages exchanged between the representative of the plaintiff and the dealer of the defendant. The said messages are extracted hereinbelow:





7. Referring to the above WhatsApp conversation, he submits that use of the old packaging is being continued by the defendant. The attention of the Court is also invited to Document No. 4, filed along with the application, to submit that the Diwali hamper brochure, which is being circulated by the defendant, clearly shows the breach of an undertaking and wilful disobedience of the directions of this Court, inasmuch as the said brochure makes it clear that the plaintiff's mark ANANDAM is still being used by the defendant.

8. Attention of the Court has further been invited to the official website of the defendant i.e. <https://order.bikanervala.com/product-detail/anandam-gift-pack> wherein the ANANDAM gift pack is still being offered for sale.

9. On being asked by the Court as to whether the infringing product is still available on the website of the defendant, Mr. Verma logged into the website of the defendant through his own device during the course of hearing and has



shown the listing of the product with mark ANANDAM to the Court, which position is also not disputed by Mr. Lakshay Gupta, the learned counsel for the defendant. He, however, clarifies that though the said product is listed on the defendant's website, but it is being shown as out of stock.

10. Having regard to the rival contentions, this Court is of the view that it is not the case of the defendant that the product with infringing mark ANANDAM is no more being listed as their product on their official website.

11. Accordingly, the defendant is directed to remove all the products bearing the infringing mark ANANDAM of the plaintiff within 24 hours from its website.

12. Issue notice. Mr. Lakshya Gupta, learned counsel appearing on behalf of the defendant accepts notice.

13. Let reply be filed within one week. Rejoinder thereto be filed before the next date of hearing.

14. The authorized representative who had given the undertaking dated 17.10.2025 is directed to remain physically present on the next date of hearing.

15. List on 30.10.2026.

VIKAS MAHAJAN, J

OCTOBER 16, 2026/jg