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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
CNR No. DLHC010504292026
+ **CS(COMM) 1130/2026 & I.A. 28910/2026**
UPL LIMITED & ANR. Plaintiffs

Through: Mr. J. Sai Deepak, Senior Advocate
with Mr. Ashish Kothari, Ms. Sakshi
Agarwal & Mr. Siddharth Anand,
Advocates.

versus

AGRO ORBIT HUB PVT. LTD. & ANR. Defendants
Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

% **ORDER**
16.10.2026

IA No. 28912/2026 (Exemption from pre-institution Mediation)

1. This is an Application filed by the Plaintiffs seeking exemption from instituting pre-litigation Mediation under Section 12A of the CC Act.
2. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Krithi*, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.
3. The Application stands disposed of.

IA No. 28913/2026 (Exemption from advance service to the Defendants)

4. This is an Application filed by the Plaintiffs under Section 151 of the CPC, seeking exemption from advance service to the Defendants.



5. Mr. J. Sai Deepak, learned Senior Counsel for the Plaintiffs, submitted that there is a real and imminent likelihood that the Defendants may take immediate steps to dispose of, conceal or suppress its infringing business operations and digital footprints bearing the deceptively similar Trade Mark.

6. In view of the fact that the Plaintiffs have sought an urgent *ex parte ad-interim* injunction along with the appointment of the Local Commissioner, the exemption from advance service to the Defendants is granted.

7. The Application stands disposed of.

CS (COMM) 1130/2026

8. Let the Plaint be registered as a Suit.

9. Issue Summons. Let the Summons be served to the Defendant(s) through all permissible modes upon filing of the Process Fee.

10. The Summons shall state that the Written Statement(s) shall be filed by the Defendants within 30 days from the date of the receipt of Summons. Along with the Written Statement(s), the Defendants shall also file an Affidavit of Admission / Denial of the documents of the Plaintiffs, without which the Written Statement(s) shall not be taken on record.

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



12. 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.

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

14. List before the learned Joint Registrar on 17.12.2026 for completion of service and pleadings.

IA No.28911/2026 (O-XI R-1(4) of the Code of Civil Procedure, 1908)

15. The present Application has been filed on behalf of the Plaintiffs under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 (“CPC”) as applicable to Commercial Suits under the Commercial Courts Act, 2015 (“CC Act”) seeking leave to place on record additional documents.

16. The Plaintiffs are permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

17. Accordingly, the Application stands disposed of.

IA No.28909/2026 (U/O XXXIX Rule 1 & 2 of CPC)

18. Issue Notice. Notice be served through all permissible modes upon filing of the Process Fees.

19. The present Suit has been filed for permanent injunction restraining infringement of the Marks, ‘UPL’, ‘UPL SAS’ and the below Trade Marks (“Plaintiffs’ Marks”):



S. No.	Trade Mark	Registration No.	Class	Application Date	Status	Current Proprietor
1.	SAAFILIZER	1608631	1	05.10.2007	Registered	UPL Ltd.
2.	IMIDA	1079996	5	12.02.2002	Registered	UPL Ltd.
3.	LAGAAM	1079997	5	12.02.2002	Registered	UPL Ltd.
4.	CENTURION	1488074	5	18.09.2006	Registered	UPL Ltd.
5.	CUROFIX	3067350	5	30.09.2015	Registered	UPL Ltd.
6.	LANCER GOLD	4335827	5	01.11.2019	Registered	UPL Ltd.
7.	SAATHI COMPLETE	3242224	5	25.04.2016	Registered	UPL Ltd.
8.	IRIS	1797308	5	19.03.2009	Registered	UPL Ltd.
9.	VESTA	1797311	5	19.03.2009	Registered	UPL Ltd.
10.	APACHE	452240	5	03.04.1986	Registered	UPL Ltd.
11.	UNIQUAT	639332	5	07.09.1994	Registered	UPL Ltd.
12.	QUICKPHOS	427336	5	19.09.1984	Registered	UPL Ltd.
13.	JHATKA	1473326	5	26.07.2006	Registered	UPL Ltd.
14.	EROS GOLD	2500310	5	21.03.2013	Registered	Rice Co Internation Inc. (wholly owned subsidiary of UPL Ltd.)
15.	DOST SUPER	5970301	99	07.06.2023	Registered	UPL SAS
16.	SAAF	5770794	5	19.01.2023	Registered	UPL SAS
17.	SWEEP POWER	6248497	5	05.01.2024	Registered	UPL SAS

20. The Plaintiffs have also sought relief of permanent injunction against passing off of the Plaintiffs' marks, delivery up, unfair competition for rendition of accounts / damages along with other ancillary reliefs.

21. Learned Senior Counsel for the Plaintiffs has made the following submissions:



- 21.1. Plaintiff No. 1, *UPL Limited* was formerly known as *United Phosphorus Limited* and was incorporated under the Companies Act, 1956. The name of Plaintiff No. 1 was subsequently changed to *UPL Ltd.* with effect from 11.10.2013. Plaintiff No. 2, *UPL Sustainable Agri Solutions Limited* is a company incorporated under the Companies Act, 1956 on 03.08.2010 and forms part of the UPL group.
- 21.2. The Plaintiffs are leading Indian agrochemical companies engaged in the business of manufacturing, marketing, sale and distribution of wide range of crop-protection products like herbicides, fungicides, insecticides, fumigants, adjuvants, bio-stimulants etc.
- 21.3. The Plaintiffs have been very particular and vigilant about the protection of its Intellectual Property Rights. The Plaintiffs have adopted the Plaintiffs' Marks with respect to its crop production products ("**Plaintiffs' Products**"). In pursuance of the same, and in order to acquire statutory rights, and has filed various Trade Mark Applications and successfully secured registrations for the Plaintiffs' Marks.
- 21.4. Since the Plaintiffs are engaged in the business of manufacturing and sale of agro-chemicals, the Plaintiffs have strictly complied with the all the statutory requirements under the Insecticides Act, 1968 ("**Insecticides Act**"), the rules framed thereunder. Over the span of conducting business, the Plaintiffs have applied for and obtained registrations for various agro-chemical products from the



Central Insecticides Board and Registration Committee and licenses to manufacture, import, stock, sell, exhibit for sale and distribute insecticides, all of which is a mandatory requirement under the law.

- 21.5. After obtaining registrations in India, the Plaintiffs have been diligently manufacturing and selling its agro-chemical products under the Plaintiffs' Marks. By virtue of its diligent, uninterrupted and continuous usage of the Plaintiffs' Marks, the Plaintiff has generated enormous revenue in relation to the Plaintiffs' Products, which evidence that the Plaintiffs' Products under the Plaintiff's Marks are in high demand. The sales turnover for the Financial Year ("FY") 2025-2026 of Plaintiff No. 1 was ₹6,654 crores and for Plaintiff No. 2 was ₹2,555 crores.
- 21.6. The Plaintiffs have spent a considerable amount of time, money and effort in promoting the Plaintiffs' Products under the Plaintiffs' Marks. The Plaintiffs have been doing so through various means and modes, including visual and print media, trade literature and magazines, on the internet, television advertisements, radio, etc., in the country.
- 21.7. Defendant No. 1, *Agro Orbit Hub Pvt. Ltd.*, claims and markets itself as a business-to-business agriculture e-commerce marketplace operating in India. Defendant No. 1 operates as a seller and claims to provide agri-input products sourced from manufacturers and specifically caters to buyers seeking to procure



pesticides and crop protection chemicals for resale, distribution and large-scale supply.

- 21.8. Defendant No. 1 conducts and facilitates its business through its website, www.agroorbit.com (“**Defendant No. 1’s Website**”), as well as through its mobile application made available for download on the Apple App Store and Google Play Store, thereby, enabling users to access, browse, procure and transact in respect of agricultural products through its online platform across the country.
- 21.9. Even though Defendant No. 1 claims to be an intermediary, it is in fact actively engaged in the sale of unauthorized, counterfeit and infringing agrochemical products of the Plaintiffs. Defendant No. 1’s Website features numerous listings offering low quality, unauthorized, or counterfeit crop protection products, including herbicides, insecticides, fungicides, seed treatments etc. (“**Infringing Products**”) bearing the Plaintiffs’ Marks without any authorization and in complete violation of the provisions of the Insecticides Act.
- 21.10. Defendant No. 2, John Doe / Ashok Kumar, are collectively such unknown persons / entities who are knowingly manufacturing Infringing Products and advertising the same for sale and profits on the Defendant No. 1’s Website, as the Plaintiffs are unable to identify them. Defendant No. 2 appears to be working hand-in-glove with Defendant No. 1, in promoting the sale of the



Infringing Products illegally and without seeking the permission or being granted the authority by the Plaintiffs.

- 21.11. Around June 2026, it came to the attention and knowledge of the Plaintiffs' sales and business team that the Infringing Products are being sold on Defendant No. 1's Website. The Plaintiffs received several complaints from its various dealers and distributors that the Plaintiffs' Products were available on the Defendant No. 1's Website at considerably lower prices of the cost of the Plaintiffs' Products than the market rates.
- 21.12. Being shocked and concerned with such listings, the Plaintiffs, initiated an enquiry into Defendant No. 1's Website and mobile application, which mandates users to create an account by registering under categories such as "*Wholesaler*", "*Semi Wholesaler*" or "*Retailer*", and further requires details including the user's GSTIN and place of business, thereby, restricting the access to the pricing and other commercial details of the listed products to only registered users.
- 21.13. Upon registering on Defendant No. 1's Website, the Plaintiffs understood that Defendant No. 1 actively promotes and offers Infringing Products and that the Infringing Products are listed as a separate category on Defendant No. 1's Website. Defendant No. 1's Website does not only respond to the consumer-initiated search but also actively promotes the Infringing Products by independently listing the same under "*Popular Brand*" section and



were also featured as part of “*Flash Deals*” which is displayed and accessible from the home page of the Defendant No. 1’s Website.

- 21.14. In order to further ascertain the activities of Defendant No. 1, the Plaintiffs engaged a specialized Intellectual Property Protection and Enforcement Consultant. Upon investigation, the said Consultant found that Defendant No. 1 was advertising, offering for sale and stocking the Plaintiffs’ Products without any authorization or a certificate from the Principal (“**Principal Certificate**”) stating that he has been authorized by the Principal to sell the said insecticide of the said brand. The findings of the said consultant were thereafter brought to the attention of the concerned agricultural authorities by way of a written complaint submitted before the Office of the Joint Director of Agriculture (Plant Protection and Quality Control), Uttar Pradesh (“**Joint Director**”) requesting inspection and appropriate action against Defendant No. 1.
- 21.15. Pursuant thereto, the Joint Director directed the concerned Plant Protection Officer (“**PPO**”) to inspect the premises of Defendant No. 1. Accordingly, an inspection was conducted at the premises of Defendant No. 1 at Lucknow on 24.07.2026.
- 21.16. During the aforesaid inspection, the officials of the Agriculture Department found agricultural products bearing the Plaintiffs Marks stocked at the premises of Defendant No. 1 and called upon its representative to produce the requisite authorization / Principal



Certificate for dealing in the Plaintiffs' Products. Defendant No. 1 failed to produce any valid Principal Certificate issued by the Plaintiffs. Consequently, the PPO issued a Stop Sale Notice in respect of the Plaintiffs' Products found at the premises of Defendant No. 1. The aforesaid inspection and regulatory action further corroborate that Defendant No. 1 is engaged in stocking and dealing in Plaintiffs' Products bearing the Plaintiffs' Marks without the Plaintiffs' authorization.

- 21.17. Section 13 of the Insecticides Act makes it mandatory for any person desirous to sell, stock, exhibit for sale or transport insecticides to obtain a license from the concerned government authority. Furthermore, a separate license needs to be obtained for each insecticide and each premises from where the applicant intends to carry on the activity of stocking, exhibiting for sale, selling and transporting insecticides.
- 21.18. Furthermore, Rule 10(4A) of the Insecticides Rules, 1971 ("**Insecticides Rules**") imposes a mandatory requirement upon the person desirous to obtain a license to sell, stock, exhibit for sale or transport any insecticide to obtain and submit a Principal Certificate as a pre-condition for issuance of the license.
- 21.19. The objective behind the Principal Certificate is to control the sale of counterfeit and unauthorized insecticides which are inherently toxic chemicals. The sale of counterfeit and unauthorized insecticides poses humongous risk to human beings and animals



as they can be extremely toxic chemicals and are meant for use on food grains that are eventually consumed by human beings and animals. As is apparent from a perusal of Section 13 of the Insecticides Act read with Rule 10(4A) of the Insecticides Rules, no person can sell an insecticide without obtaining a Principal Certificate as well as a license from the concerned authority.

21.20. Furthermore, keeping in view that exponential growth of sale of products, including sale of insecticides through portals like that of the Defendants, Rule 10(E) has been recently inserted in the Insecticides Rules to regulate such online sales. As per the said provision, a duty has been cast upon all e-commerce entities, to verify the validity of the license issued under Section 13 of the Insecticides Act of each seller that is selling insecticide through its portal / mobile application. The Defendants have miserably failed to follow the requirements of Rule 10(E) of the Insecticides Rules and are selling products in the name of the Plaintiff without holding a valid license and a Principal Certificate to sell the Plaintiffs' Products.

21.21. The Ministry of Agriculture & Farmers Welfare, Government of India has also issued an Advisory having F. No. 22-5/TF-States/Chem-TLC/2023-24 [e-138627] dated 04.04.2024 to the Directors of Agriculture in all States and UTs to take necessary steps for effective implementation of Rule 10E of the Insecticide Rules regarding sale of insecticides through e-commerce



activities. The said Advisory makes it amply clear that Rule 10(E) of the Insecticide Rules are mandatory and binding on all e-commerce entities. However, Defendant No. 1 has failed to comply with the same.

21.22. The acts of Defendants, involving the sale of products in violation of the provisions of the Insecticides Act, have resulted in multiple written complaints being filed by several registered pesticide manufacturers against the unauthorized online sale and distribution of their proprietary agro-chemical products within the State of Uttar Pradesh. Consequent thereto, a Show Cause Notice dated 24.07.2026 was issued to the Defendant No. 1 by the Joint Director. Despite the same, the Defendants continue to act in breach of the statutory framework and continues to sell such products through its portal / mobile application without obtaining the requisite Principal Certificates.

22. During the course of hearing, learned Senior Counsel for the Plaintiffs handed over a list of additional documents comprising (i) an extract of the Terms & Conditions of Defendant No. 1 displayed on Defendant No. 1's Website; (ii) an extract from Defendant No. 1's Website displaying its 'Contact Us' information; (iii) screenshots from Defendant No. 1's Website of the Flash Sales and Navratri Deals offered on the platform; and (iv) a translation of the Show Cause Notice dated 24.07.2026 issued by the District Agriculture Officer and Licensing Officer, Lucknow, Uttar Pradesh. The said documents are taken on record.



23. Having considered the submissions advanced by learned Senior Counsel for the Plaintiffs, the pleadings and the documents on record it is clear that the Plaintiffs is the registered proprietor of the Plaintiffs' Marks. The Plaintiffs have been able to establish long and continuous use of the Plaintiffs' Mark with respect to the Plaintiffs' Products. The Plaintiffs have demonstrated the goodwill and reputation acquired by the Plaintiffs' Marks. The annual sales turnover for the FY 2025-2026 of Plaintiff No. 1 was ₹6,654 crores and for Plaintiff No. 2 was ₹2,555 crores. The Defendants' sale of the Infringing Products is *prima facie* dishonest and nothing but an attempt to ride the goodwill and reputation of the Plaintiffs' Marks so as to cause confusion in the market.

24. A perusal of the documents on record shows that, although Defendant No. 1 claims to be an intermediary, Defendant No. 1 is itself offering the Infringing Products bearing the Plaintiffs' Marks for sale on Defendant No. 1's Website, and is actively promoting the same by listing the Infringing Products under the "*Popular Brand*" section and featuring them as part of the "*Flash Deals*" on its home page. Further, during the inspection conducted on 24.07.2026, products bearing the Plaintiffs' Marks were found stocked at the premises of Defendant No. 1 at Lucknow and Defendant No. 1 failed to produce any Principal Certificate issued by the Plaintiffs, pursuant to which the PPO issued a Stop Sale Notice. Thus, the Defendants are *prima facie* dealing in the Infringing Products bearing the Plaintiffs' Marks without the authorisation of the Plaintiffs and without the license and Principal Certificate



mandated under Section 13 of the Insecticides Act read with Rule 10(4A) of the Insecticides Rules.

25. Accordingly, the Plaintiffs have made out a *prima facie* case for grant of an *ex parte ad-interim* injunction as the alleged acts attributed to the Defendants are likely to cause confusion in the course of trade of the Plaintiffs, such that the consumers may associate the Infringing Products with the Plaintiffs, leading to erosion of consumer trust and dilution of the goodwill and reputation of the Plaintiffs amongst the members of the trade and public. Thus, the balance of convenience lies in favour of the Plaintiffs.

26. Accordingly, till the next date of hearing, it is directed that:

- i. The Defendants, their directors, proprietors, partners, associates, assigns or assignees in interest, heirs, successors or successors in interest, permitted assigns, sister concerns or group companies, distributors, dealers, wholesalers, retailers, stockiest, agents and all others acting for and on their behalf are restrained from using, soliciting, manufacturing, selling, offering for sale, importing, exporting and advertising in any manner including on the internet and e-commerce platforms, directly or indirectly dealing in Infringing Products under the Plaintiffs' Marks or any other Trade Mark, which is deceptively similar to the Plaintiffs' Marks without Plaintiffs' authorisation and Principal Certificate under the Insecticides Act so as to cause infringement and/or passing off of the Plaintiff's Marks.



- ii. Defendant No. 1 shall take down, remove, disable and block the infringing listings of the Infringing Products bearing the Plaintiffs' Marks on the Defendant No. 1's Website, www.agroorbit.com, within 72 hours of receiving the Notice and copy of this Order along with a copy of the Plaint.
 - iii. Defendant No. 1 is directed to disclose in a password protected document / sealed envelope, the names, contact details, full postal addresses, e-mail addresses, bank account details, telephone numbers and / or any other details available, including the Basic Subscriber Information, GST details, total sales made by the sellers of the Infringing Products on Defendant No. 1's Website and the payments made to such sellers since the time of their respective listings, as well as the complete particulars of all entities, suppliers, and persons involved in the chain of manufacture, distribution, and sale of the Infringing Products, within a period of four weeks from the date of service of Notice.
27. Let the Reply to the present Application be filed within four weeks from the date of service of Notice. Rejoinder thereto, if any, be filed before the next date of hearing.
28. The compliance of Order XXXIX Rule 3 of the CPC be done within four weeks.
29. List before this Court on 27.01.2027.

TEJAS KARIA, J

OCTOBER 16, 2026/N/ gsr