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

\# **CNR No. DLHC010537032026**

\+ CS(COMM) 1204/2026

CMYK PRINTECH LIMITED .....Plaintiff

Through: Mr. Saurabh Seth, Mr. Shantanu Agarwal, Mr. Abhinav Tyagi, Mr. Vineeth Varma Penmetsa, Ms. Neelampreet Kaur and Mr. Abhiroop Rathore, Advocates.

versus

ASCENDAS MEDIA PRIVATE LIMITED .....Defendant

Through:

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

O R D E R

% 05.11.2026

I.A. No. 30802/2026 (Exemption from pre-institution Mediation)

1. This is an Application filed by the Plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015 ("**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.

I.A. No. 30805/2026 (Extension of time to file Court Fees)

4. The present Application has been filed by the Plaintiff under Section 149 read with Section 151 of the Code of Civil Procedure, 1908 ("**CPC**"), seeking exemption from payment of Court Fees at the time of the filing of the Suit.

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5. Considering the submissions made in the present Application, two weeks' time is granted to deposit the Court Fees.

6. The Application stands disposed of.

I.A. No. 30806/2026

7. This is an Application filed on behalf of the Plaintiff under Section 151 of the CPC seeking permission to file a lengthy synopsis and list of dates and events.

8. Having regard to the averments made in the Application, the same is allowed. The Registry is directed to take the synopsis and list of dates and events filed along with the accompanying Plaint on record.

9. Accordingly, the present Application stands disposed of.

I.A. No. 30804/2026 (U/O II Rule 2 of the CPC)

10. This is an Application filed on behalf of the Plaintiff under Order II Rule 2 read with Section 151 of the CPC seeking leave for adding and asserting further claims, adding further products of the Defendant, enhancing and adding claims, reliefs and damages, amending or adding new Parties to the list of Defendant.

11. Issue Notice.

12. Let the Reply to the present Application be filed within four weeks from date. Rejoinder thereto, if any, be filed before the next date of hearing.

13. List before this Court on 04.03.2027.

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14. Let the Plaint be registered as a Suit.

15. Issue Summons. Let the Summons be served to the Defendant through all permissible modes upon filing of the Process Fee.

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16. The Summons shall state that the Written Statement shall be filed by the Defendant within 30 days from the date of the receipt of Summons. Along with the Written Statement, the Defendant 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.

17. 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.

18. 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.

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

20. List before the learned Joint Registrar on 25.01.2027 for completion of service and pleadings.

I.A. No. 30803/2026 (Additional Documents)

21. The present Application has been filed on behalf of the Plaintiffs under Order XI Rule 1(4) of the CPC as applicable to Commercial Suits under the CC Act seeking leave to place on record additional documents.

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

23. Accordingly, the Application stands disposed of.

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I.A. No. 30801/2026 (U/O XXXIX Rules 1 and 2 of the CPC)

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

25. The Plaintiff has instituted the present Suit seeking, *inter alia*, a decree of permanent injunction restraining the Defendant from using, printing, publishing or circulating the Mark 'The Pioneer', following termination of the Memorandum of Understanding dated 19.06.2018 ("**MoU**") executed between the Plaintiff and the Defendant for publication of the Hyderabad edition of 'The Pioneer' English daily.

26. Learned Counsel for the Plaintiff has made the following submissions:

26.1. The Plaintiff is engaged in the business of printing and publishing the national newspaper titled '*The Pioneer*' ("**Newspaper**").The Plaintiff is the proprietor of the Mark 'The Pioneer', which it and its predecessors have used continuously since 1865. The Plaintiff applied for registration of the Mark '' under Nos. 2240855 and 2240856 in Classes 16 and 41on 28.11.2011. Those registrations expired on 28.11.2021, and their renewal/restoration is pending. A tabular representation of the trade mark registrations in the name of the Plaintiff is given below:

Application No.	Application Date	Class	Trademark	Status
2240855	28.11.2011	16		Registered. Expired on 28.11.2021, during the CIRP. Renewal/restoration pending.

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2240856	28.11.2011	41		Registered. Expired on 28.11.2021, during the CIRP. Renewal/restoration pending.
6996478	07.05.2025	41	[redacted]  [redacted]	The application is presently objected to.
7004137	13.05.2025	41	[redacted]  [redacted]	The application is presently objected.
6995335	07.05.2025	41	[redacted]  [redacted]	Marked for examination.
6995343	07.05.2025	41	[redacted]  [redacted]	Marked for examination.
7107555	08.07.2025	16	[redacted]  [redacted]	Marked for Examination
7105288	08.07.2025	99		Marked for examination.

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7105302	08.07.2025	16	[redacted] Sunday Pioneer [redacted]	Marked for examination.
7105312	08.07.2025	16	[redacted] AGENDA [redacted]	Marked for examination.
7105326	08.07.2025	16	[redacted] The Pioneer [redacted]	Marked for examination.
7902392	03.08.2026	99	Sunday Pionee	Ready for Examination
7902556	03.08.2026	99	The Pioneer	Ready for Examination
7905228	04.08.2026	99	The Pionee	Ready for Examination
7907174	05.08.2026	99	The Pioneer AGENDA	Ready for Examination

26.2. In addition to the registrations, the Plaintiff has acquired considerable common law rights and goodwill in 'The Pioneer' ("**Plaintiff's Mark**"). These words are a prominent and distinctive part of its Label Marksand, through decades of continuous use by the Plaintiff and its predecessors as the title and trade markof the Newspaper and related media publications, have become uniquely associated with the Newspaper and a household name in journalism and publishing.Unauthorised use of the Plaintiff's Mark or a deceptively similar mark is therefore likely to cause public confusion.

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26.3. The Defendant prints and publishes newspapers and approached the Plaintiff offering to publish the Hyderabad edition of '*The Pioneer*' English daily in 2018. The Plaintiff granted the Defendant franchisee rights to publish and circulate the Newspaper in Hyderabad through MoU. In return, the Defendant agreed, *inter alia*, to pay ₹2,00,000/- per month and share advertisement revenue in accordance with the MoU.

26.4. Given the Defendant's alleged unpaid liabilities and continuing defaults, the Plaintiff issued a Termination Notice dated 16.02.2026 ("**Termination Notice**"), received by the Defendant on 17.02.2026, terminating the MoU with immediate effect. The Termination Notice required the Defendant to cease using the Plaintiff's Mark, stop printing, publishing, circulating or distributing the Newspaper under that Mark, and clear the outstanding dues forthwith.

26.5. At a meeting at the Plaintiff's Delhi office on 19.02.2026, the Defendant was given particulars of the outstanding dues, acknowledged them and assured payment of the amounts claimed in the Termination Notice, seeking time to arrange funds.In its reply dated 20.02.2026, the Defendant falsely alleged that the Plaintiff had orally permitted it to continue as a franchisee despite termination of the MoU.

26.6. After termination of MoU on 17.02.2026, the Plaintiff supplied no editorial content, page layouts, print-ready material or other content for the Newspaper. The Defendant's subsequent printing, publication, circulation or distribution was without the Plaintiff's knowledge, consent or authorisation.

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26.7. In August 2026, the Plaintiff discovered that the Defendant continued to print, publish and circulate the Hyderabad edition under the Plaintiff's Markdespite termination of MoU on 17.02.2026 and revocation of all rights to use the Plaintiff's Name and Mark.

26.8. The Plaintiff then issued a notice through counsel dated 11.08.2026 ("**Legal Notice**"). The Defendant assured immediate cessation of unauthorised printing and distribution. Relying on this assurance and allowing an amicable opportunity to clear the dues, the Plaintiff deferred litigation. On 15.10.2026, however, it discovered that the Defendant had surreptitiously continued printing, publishing and circulating the Newspaper under the Plaintiff's Mark in breach of that assurance.

26.9. Because of the Defendant's continued printing, publication and circulation under the Plaintiff's Mark despite termination and the Legal Notice, the Plaintiff, through its Authorised Representative authorised by Board resolution dated 25.09.2026, lodged a criminal complaint dated 21.10.2026 with the Deputy Commissioner of Police, Central District, New Delhi, against theDefendant and its Director, which is pending investigation.

26.10. Clause 19 of the MoU ("**Clause 19**") permits termination without cause on six months' notice anddoes not restrict the Plaintiff's right to terminate for breach. In any event, six months from service of the Termination Notice expired on 17.08.2026, leaving the Defendant no conceivable right to use the Plaintiff's Mark thereafter.

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26.11. The Defendant's association with the Plaintiff's Markarose solely under the MoU for publishing the Hyderabad edition of 'The Pioneer' English daily. It had not used the Markto brand a newspaper before becoming a franchisee and has no legitimate basis to useit after termination.

26.12. Each day of the Defendant's continued publication is a fresh wrong, establishing a *prima facie* case of passing off and breach of the MoU. The Plaintiff owns the Mark under which the Newspaper has been published since 1865. The Defendant had no connection with it before 2018; its rights arose solely under the MoU, whose Clauses 13 and 14 limited use to its implementation and reserved all rights in the Mark to the Plaintiff.

26.13. The Defendant claims no independent right to the Plaintiff's Mark. Its reliance on an alleged oral assurance permitting continuation as a franchisee acknowledges that the right to publish rests with the Plaintiff. The Plaintiff has expressly repudiated that assurance, including in the Legal Notice.

26.14. The balance of convenience favours the Plaintiff. Continued infringing publication enables unfair competition and causes immense losses. Errors, defamatory or partisan content and editorial lapses would be attributed to the Plaintiff, undermining trust among readers, advertisers and government advertising agencies. This injury cannot be measured or remedied by damages.

26.15. The Defendant is no longer a franchisee, and its publications lack content approved by the Plaintiff, which is known for high quality. Continued unauthorised publication would flood the market with

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sub-standard publications bearing the Plaintiff's Mark, affecting the public and potentially causing irreparable injury to the Plaintiff.

27. Heard the leared Counsel for the Plaintiff. The material placed on record indicates that the Plaintiff and its predecessors have been using the Plaintiff's Mark in relation to the publication of newspapers since 1865. The Plaintiff has also placed on record details of its trade mark registrations and applications in respect of the Plaintiff's Mark. Although the earlier registrations have expired and their renewal/restoration is pending, the long-standing use of the Mark *prima facie* indicates that the Plaintiff has acquired goodwill and reputation in relation to its newspaper publications.

28. The MoU placed on record by the Plaintiff also indicates that the Defendant was granted franchisee rights to print, publish and circulate the Hyderabad edition of the English daily newspaper bearing the Plaintiff's Mark. The Defendant's right to use the Plaintiff's Mark was, therefore, derived from the MoU.The copies of the Hyderabad edition dated 15.10.2026, 18.10.2026 and 19.10.2026 placed on record by the Plaintiff indicate that the Defendant continued to publish the newspaper under the Plaintiff's Mark even after the expiry of the six months contemplated under Clause 19.

29. Upon consideration of the material placed on record and the submissions advanced by learned Counsel for the Plaintiff, the Plaintiff has established a *prima facie* case for the grant of interim protection. The Defendant's entitlement to use the Plaintiff's Mark arose from the MoU and was dependent upon the authorisation conferred thereunder. Itscontinued publication and circulation of the newspaper under the Plaintiff's Mark, in the absence of the Plaintiff's authorisation, cannot be justified.

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30. The balance of convenience also lies in favour of the Plaintiff, whose goodwill and reputation associated with the Mark are liable to be adversely affected by such continued use. Publication and circulation under the same Mark are likely to lead readers and advertisers to believe that the newspaper is published with the Plaintiff's approval or continues to be associated with it.

31. Consequently, the Plaintiff's goodwill and reputation is likely to be affected due to publications over which the Plaintiff exercises no control. The resulting injury is not confined to a quantifiable monetary loss, but extends to the impairment of the goodwill and reputation attached to the Plaintiff's Mark. Such injury cannot be adequately remedied by an award of damages. Accordingly, the Plaintiff is likely to suffer irreparable injury if interim protection is not granted.

32. Accordingly, till the next date of hearing, the Defendant, its partners, directors, proprietors, officers, servants, agents, dealers, distributobers, representatives, and all other persons acting for and on its behalf, are restrained from using, publishing, printing or circulating the English daily 'The Pioneer' or in any other manner whatsoever dealing with the Plaintiff's Mark'The Pioneer' or any other identical or deceptively similar mark, in relation to newspapers, e-papers, digital media publications, or any related goods or services, and from passing off its goods or services as those of the Plaintiff by using the Plaintiff's Mark 'The Pioneer' or any mark deceptively similar thereto.

33. Let the Reply to the present Application be filed within four weeks after service of Notice. Rejoinder thereto, if any, be filed before the next date of hearing.

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34. The compliance of Order XXXIX Rule 3 of the CPC be done within three weeks.

35. List before this Court on 04.03.2027.

TEJAS KARIA, J

NOVEMBER 5, 2026
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