IN THE HIGH COURT OF DELHI AT NEW DELHI

BEFORE

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

\# **CNR No. DLHC010310802021**

\+ **CS(COMM) 484/2021 and I.A. 13004/2021, I.A. 16453/2021, I.A. 16455/2021, I.A. 4234/2023, I.A. 7988/2026, I.A. 20585/2026**

SOTKON SP SLU
AVENIDA ORIA, 8 - PAPELLON 30
20160 LASARTE-ORÍA
SPAIN .....Plaintiff

(Through: Ms. Tanya Varma, Ms. Devyani Nath, Ms. Ruchika Yadavi, Mr. Vivek Shandilya and Ms. Hansika Bajaj, Advocates.)

versus

WESTERN IMAGINARY TRANSCON PVT. LTD.
88/1, GROUND FLOOR, GOVIND NAGAR C.H.S.,
NR. ASHISH HOSPITAL, DIXIT ROAD, VILE PARLE – EAST,
MUMBAI – 400057, INDIA

PRABHADAYAL OM PRAKASH INFRASTRUCTURE LTD.
2880, SIRKIWALAN, HAUZ QAZI,
DELHI – 110006, INDIA

WESTERN SMART BINS (J.V.)
JOINT VENTURE OF DEFENDANT NO.1 AND
DEFENDANT NO.2
31, SWAGAT PARK BUNGLOWS,
NEAR ROYAL ENCLAVE, THALTEJ,
AHMEDABAD – 380058, GUJARAT, INDIA

GANDHINAGAR MUNICIPAL CORPORATION
GANDHINAGAR MAHANAGAR SEVA SADAN,
1ST FLOOR, MS BUILDING, NEAR PATHIKASHARAM,

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SECTOR 11, GHA ROAD, GANDHINAGAR – 382011
.....Defendants

(Through: Mr. Anshul Goel with Mr. Ashok Goel, Advocates for D-1 to 3.
Mr. Praduman Gohil, Ms. Ranu Purohit and Mr. Vishnu Vardhan, Advocates for D-4.)

% Reserved on: 05.11.2026
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CNR No. DLHC010428792024

\+ **CS(COMM) 609/2024, I.A. 34166/2024, I.A. 750/2025 &CC(COMM) 8/2025**

MOLD-TEK PACKAGING LIMITED
DOOR NO: 8-2-293/82/ A/700, GROUND FLOOR, PLOT NO: 700, ROAD NO: 36, JUBILEE HILLS, HYDERABAD, TELANGANA- 500033

.....Plaintiff

(Through: Mr. Ashutosh Kumar, Mr. Vinod Chauhan, Ms. Radhika Pareva, Mr. Adithya Bhaskaran and Mr. Ayush Sharma, Advocates.)

versus

IDEAL TECHNOPLAST INDUSTRIES LIMITED
PLOT NO. 1 TO 4 AND 78 TO 81, BLOCK NO.572 & 572/B, MADHAV INDUSTRIAL ESTATE, VILL.OLPAD, GUJARAT, INDIA, 394540.

IDEAL TECHNOPLAST INDUSTRIES
78-81, MADHAV INDUSTRIAL ESTATE, OLPAD-SAYAN ROAD, OLPAD, SURAT -- 394540, GUJRAT (INDIA).

MR. PRAFULKUMAR KARSANBHAI VAGHASIYA
78-81, MADHAV INDUSTRIAL ESTATE, OLPAD-SAYAN

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ROAD, OLPAD, SURAT - 394540, GUJRAT (INDIA).

MR. VIPULBHAI DULABHAI MENDAPARA
78-81, MADHAV INDUSTRIAL ESTATE, OLPAD-SAYAN ROAD, OLPAD, SURAT -- 394540, GUJRAT (INDIA).

MR. GAURAVBHAI CHHAGANBHAI GOPANI
78-81, MADHAV INDUSTRIAL ESTATE, OLPAD-SAYAN ROAD, OLPAD, SURAT 394540, GUJRAT (INDIA).

.....Defendants

(Through: Ms. Sneha Sethia, Advocate.)

% Reserved on: 28.10.2026
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CNR No. DLHC010860432024

\+ **CS(COMM) 1054/2024, I.A. 46427/2024 & I.A. 13750/2025**

HLE GLASCOAT LIMITED HAVING
ITS REGISTERED OFFICE AT:
H – 106, GIDC ESTATE,
VITHAL UDYOGNAGAR, ANAND
GUJARAT- 388121 INDIA. .....Plaintiff

(Through: Mr. J. Sai Deepak, Senior Advocate with Mr. Shantanu Prasahar, Mr. Harsh Trivedi, Mr. Nilesh Nayak, Mr. Yuvraj Singh and Mr. Shaurya Chaurasiya, Advocates.)

versus

SACHIN INDUSTRIES LIMITED
HAVING ITS REGISTERED OFFICE AT:
SACHIN HOUSE, PLOT NO. 77-4,
F- ROAD, PHASE 1, GIDC ESTATE VATVA
AHMEDABAD
GUJARAT- 382445 INDIA. .....Defendant

(Through: Ms. Rajeshwari H., Mr. Tahir A. J. and Ms. Aeshita

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Marwah, Advocates.)

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CNR No. DLHC010097572026

\+ **CS(COMM) 251/2026 and I.A. 6673/2026, I.A. 22668/2026, I.A. 22669/2026, I.A. 23287/2026, I.A. 23704/2026, I.A. 28471/2026**

PLUSPLUS LIFESCIENCES LLP
309A, SECTOR 15A,
NOIDA, UTTAR PRADESH-201301
THROUGH COUNSEL

SAMEER AGARWAL
309A, SECTOR 15A,
NOIDA, UTTAR PRADESH-201301
THROUGH COUNSEL

SURBHI GUPTA
309A, SECTOR 15A,
NOIDA, UTTAR PRADESH-201301
THROUGH COUNSEL

.....Plaintiffs

(Through: Mr. Rajeshwari H., Sr. Advocate with Ms. Garima Joshi, Ms. Sawami Chothe, Advocates.)

versus

MYOWN HEALTHCARE PRIVATE LIMITED
A/206, DEEPAK JYOTI TOWER,
G.D. AMBEKAR MARG
KALACHOWKI, AMBEWADI,
MUMBAI, MAHARASHTRA 400033

ISHAANAV NUTRACEUTICALS PRIVATE LIMITED
NO. 1016, CENTRAL HOPE TOWN,
CAMP ROAD SELAKUI,

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DEHRADUN, UTTARAKHAND- 248011

.....Defendants

(Through: Ms. Surbhi Agarwal and Mr. Sumit Kumar, Advocates for D-1.
Mr. Sourabh Gupta, Mr. Puneet Yadav and Mr. Akshansh Gupta, Advocates for D-2.)

% Reserved on: 27.10.2026
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CNR No. DLHC010129752026

\+ **CS(COMM) 350/2026 and I.A. 8863/2026, I.A. 11915/2026**

GEBR. SCHMID GMBH
ROBERT-BOSCH-STR. 32-36
72250 FREUDENSTADT
GERMANY .....Plaintiff

(Through: Mr. J. Sai DeepaK, Sr. Advocate with Dr. Mohan Dewan, Mr. N. K. Bhardwaj, Mr. Bikash Ghorai and Mr. Shyam Nair, Advocates.)

versus

WAAREE ENERGIES LTD.
602, WESTERN EDGE – 1,
WESTERN EXPRESS HIGHWAY,
BORIVALI (E),
MUMBAI – 400 066, INDIA

ALSO AT:
PLOT NO. 334, GIDC ROAD NO. 3,
GIDC, SACHIN,
SURAT- 394230, GUJARAT .....Defendant

(Through: Mr. Aasish Somasi, Advocate.)

% Reserved on: 29.10.2026
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CNR No. DLHC010330822026

\+ **CS(COMM) 785/2026 and I.A. 19580-19583/2026**

NYRA CHOCOLATES PVT. LTD.
THROUGH ITS AUTHORISED SIGNATORY
MR. RAJESH DHINGRA
PLOT NO.18, 19
VIKRAM UDYOG NAGAR, PALDA,
INDORE – 452001 (M.P.), INDIA – 250001

.....Plaintiff

(Through: Mr.Samrat S. Kang and Mr.Swapnil Agrawal, Advocates.)

versus

DOLPHIN FOODS INDIA LIMITED
SURVEY NO: 246 (PART), BRAMHANPALLY (V),
SURVEY NO. 277/278 (PART), RAGANNAGUDA (V),
ABDULLAPURMET MANDAL, RANGA REDDY DISTRICT,
HYDERABAD, TELANGANA – 501 511, INDIA

MR. MOKHTAR AHAMAD
TRADING AS M/S MNS TRADING,
ANAND NAGAR, WARD NO. 6,
ADDA NO. 1, NAYA QILA ROAD,
SIWAN, BIHAR, 841226

.....Defendants

(Through: None.)

% Reserved on: 30.09.2026
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CNR No. DLHC010417782026

\+ **CS(COMM) 973/2026 & I.A. 24378-84/2026**

PRVNÍ BRNĚNSKÁ STROJÍRNA VELKÁ BÍTEŠ A.S.
HAVING ITS REGISTERED OFFICE AT: VLKOVSKA 279,
595 01 VELKÁ BÍTEŠ, CZECH REPUBLIC.

THROUGH AUTHORIZED SIGNATORY:
PRADEEP YADAV
R/O H. NO. 134/1, V.P.O – MOKALWAS,
DISTRICT GURGAON, HARYANA 122413.

PBS INDIA PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT: NO. 26, 2ND FLOOR,
5TH CROSS (HIGH STREET), 5TH BLOCK, KORAMANGALA LAYOUT,
BENGALURU, KARNATAKA 560095, INDIA.

.....Plaintiffs

(Through: Mr. Sandeep Sethi, Sr. Advocate with Mr. Gaurav Miglani, Sr. Advocate along with Mr. Sharabh Srivastava, Mr. Devesh Aswal & Mr. Krishna Gambhir, Advocates.)

versus

DEEP AVIATION PRIVATE LIMITED
HAVING ITS REGISTERED OFFICE AT: PLOT NO. C-155,
INDUSTRIAL AREA, SECTOR 73, SAS NAGAR,
PUNJAB – 160059.

MR. AMANDEEP SINGH
D 125, PHASE 7,
INDUSTRIAL AREA, MOHALI, PUNJAB, INDIA.

.....Defendants

(Through: Mr. Counsel (appearance not given)

% Reserved on: 16.10.2026

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Pronounced on: 19.11.2026

\# **CNR No. DLHC010464592026**

\+ **CS(COMM) 1060/2026, I.A. 26785/2026, I.A. 26786/2026, I.A. 26787/2026, I.A. 26788/2026, I.A. 26789/2026, I.A. 26790/2026, I.A. 26791/2026, I.A. 26792/2026 and I.A. 26793/2026**

NOVARTIS AG
LICHTSTRASSE 35
4056 BASEL
SWITZERLAND

NOVARTIS HEALTHCARE PRIVATE LIMITED
INSPIRE BKC G BLOCK 7TH FLOOR
BANDRA KURLA COMPLEX BANDRA EAST
MUMBAI 400051 .....Plaintiffs

(Through: Mr.Hemant Singh, Mr.Abhay Tandon, Mr. Ritik Gawali and Ms.Kriti, Advocates.)

versus

LUCIUS PHARMACEUTICALS CO., LTD
NO. 26 THONGMANG VILLAGE,
XAYTHANY DISTRICT
VIENTIANE CAPITAL, LAOS

SHIB SHIBAM ENTERPRISE
PLOT NO. 520, NANDIGRAM,
DAUDPUR, PURBA MIDNAPORE,
WEST BENGAL, 721631, INDIA

BALAJI NUTRITION
B NO.1 GROUND FLOOR,
3RD CROSS, K H M BLOCK,
GANGANAGAR, RT NAGAR,

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BENGALURU, KARNATAKA, 560032, INDIA
.....Defendants

(Through: None.)

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CNR No. DLHC010521782026

\+ **CS(COMM) 1176/2026, I.A. 29993/2026, I.A. 29994/2026 & I.A. 29995/2026**

DR. REDDY'S LABORATORIES LTD.
8-2—337 ROAD NO. 3, BANJARA HILLS,
HYDERABAD – 500 034,
TELANGANA-INDIA
EMAIL- NA

ALSO AT:
B16, BLOCK B, BASEMENT AND GROUND FLOOR,
OKHLA INDUSTRIAL ESTATE PHASE-II,
NEW DELHI – 110 020 .....Plaintiff

(Through: Mr. Ranjan Narula, Mr. Shakti Priyan Nair, Ms. Gitanjali Vohra and Mr. Aakash Bhamri, Advs.)

versus

M/S. RAZENTA PHARMACEUTICALS PRIVATE LIMITED
202 AMANS ALID B. BLOCK,
575 R MAHALAXMI NAGAR, INDORE- 52010,
MADHYA PRADESH, INDIA

ALSO AT:
B-13, PALMNEST SOCIETY,

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NEAR KONARK ORCHID,
KESHNAND ROAD, VAGHOLI,
PUNE-412207,
MAHARASHTRA, INDIA

.....Defendant

(Through: None.)

% Reserved on: 30.10.2026
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CNR No. DLHC010537102026

\+ **CS(COMM) 1208/2026, I.As.30828-32/2026 & I.A. 30891/2026**

GLOBAL MUSIC JUNCTION PRIVATE LIMITED
4TH FLOOR, 403, CHINTAMANI
CLASSIQUE, OFF
VISHWESHWAR ROAD,
GOREGAON (EAST), MUMBAI,
MAHARASHTRA, 400063 .....Plaintiff

(Through: Mr. J. Sai Deepak, Sr. Advocate with Mr. Aayush Kevlani, Ms. Parkhi Rai & Mr. Sidhi Pramodh Rayadu, Advocates.)

versus

SONGBIRD DIGITAL INDIA
PRIVATE LIMITED
(FORMERLY SANJIVANI DIGITAL
ENTERTAINMENT PRIVATE
LIMITED)
GALI NO-1, SHEIKHPURA MORE,
BIND TOLI, PATNA, BIHAR –800014

AADISHAKTI FILMS PRIVATE LIMITED
503, GAGAN
APARTMENT, EXHIBITION
ROAD, PATNA, BIHAR - 800001

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MARSORBIT ENTERTAINMENT PRIVATE LIMITED
NEAR METROPOLITAN SCHOOL,
SARAI GULHARIA,
BRD MEDICAL COLLEGE ROAD,
GORAKHPUR, UTTAR PRADESH - 273013

ALSO AT
D-95A, MAHAVIR ENCLAVE
PART-3, UTTAM NAGAR, NEW DELHI –110059

ALSO AT
MOTILAL NAGAR 3, GOREGAON WEST,
MUMBAI, MAHARASHTRA –400104

ST DIGITAL LLP
C/O, SUNITA SHARMA,
TAPESHWAR COLONY
ARA GARDEN RD. KHAJPURA, PATNA,
BIHAR – 800014

SPOTIFY INDIA PRIVATE LIMITED
OFFICE NO. V-01, 5TH AND 6TH FLOOR, MAFATLAL HOUSE (BUILDING) H.T. PAREKH MARG,
BACKBAY REC LAMATION,
MUMBAI, MAHARASHTRA– 400020

SAAVN MEDIA LIMITED
OFFICE -101, SAFFRON, NR. CENTRE POINT, PANCHWATI 5 RASTA, AMBAWADI,
AHMEDABAD, GUJARAT – 380006

ENTERTAINMENT NETWORK (INDIA) LIMITED
4TH FLOOR, THE TIMES GROUP,
SUNTECK ICON, CST LINK ROAD,

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KALINA, BKC JUNCTION,
SANTACRUZ EAST, MUMBAI - 400098

.....Defendants

(Through: None.)

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This judgment deals with a batch of ten intellectual property suits that relate to alleged infringement of their patent, design, copyright, and trademark rights.

I. GOVERNING PRINCIPLES

2. This Court in ***ABD Maestro Private Limited v. Great Galleon Ventures Ltd.***,[1] has dealt with the issue of territorial jurisdiction in the context of copyright, trademark, and passing off actions. The principles governing the adjudication of territoriality are almost the same. The only difference is that unlike Section 134(2) of the Trade Marks Act, 1999[2] and Section 62(2) of the Copyright Act, 1957,[3] infringement of patents and designs is governed by specialised provisions. Territorial jurisdiction for such claims, in whichever case it has arisen, is to be adjudged on the anvil of Section 20 of the Code of Civil Procedure, 1908.[4]

3. For ease of analysis, the conclusions arrived at in ***ABD Maestro*** are extracted as under:

> "**III. CONCLUSIONS**
>
> 295. The analysis made above would lead to the following conclusions:

[1] 2026:DHC:9844, "***ABD Maestro***".
[2] "Trade Marks Act".
[3] "Copyright Act".
[4] "CPC".

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A. THE PRAYERS TO BE TESTED

(i) A suit for infringement is different from that of passing off. In a given case jurisdiction may be established for infringement but not for passing off. If a composite suit is filed seeking reliefs for both infringement and passing off, it must be established that jurisdiction is made out for each relief. If it is found that a court does not have jurisdiction to proceed with any of the reliefs, the suit cannot proceed.

B. MEANING OF THE EXPRESSION "CARRIES ON BUSINESS"

(i) The meaning and import of the expression "*carries on business*" as it appears in Sections 20(a) and (b) of the CPC, Sections 134(2) and 62(2) of the Trade Marks Act and Copyright Act, respectively, is governed by the pronouncements of the Supreme Court in, *inter alia*, ***Patel Roadways***, ***Dhodha House*** and ***Sanjay Dalia***, as also the dictum of this Court in ***Ultra Home***.

(ii) If a corporation has a sole office, it shall be deemed to carry on business at that place of its sole office. If, however, there is more than one office, it must be deciphered where the principal place of business of that corporation is. This principal office shall ordinarily be the place of its registered office. Once the principal office is discovered, the other offices shall be the sub-ordinate offices/branch offices.

(iii) A corporation shall be deemed to carry on business at its sub-ordinate office if the cause of action for a given suit accrues at that place. In such a scenario it shall not be open for the company to sue a defendant at the place of its principal office, where no cause of action has accrued.

C. CAUSE OF ACTION (WHOLLY OR IN PART) FOR A QUIA TIMET ACTION

(i) The cause of action for a *quia timet* action accrues when the defendant expresses a deliberate intention to engage in activity the result of which would raise a strong possibility of infringement.

(ii) The activity to be engaged in must be imminent, and of such a character that if the defendant were to engage in the activity, the plaintiff would suffer substantial, if not irreparable, prejudice.

(iii) For goods and services that are subject to regulatory control, in determining whether a *quia timet* action is maintainable, it is essential to consider whether the defendant holds the required licences or permissions, statutory or otherwise, required for their sale, use or any other commercial exploitation. For instance, for the commercial sale of liquor, an excise license under the State's specific Excise Act is required; for manufacturing a

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pharmaceutical product, a license under the Drugs and Cosmetics Act, 1940 may be required; and for the sale of insecticides a license under the Insecticides Act, 1968 may be required.

D. CAUSE OF ACTION (WHOLLY OR IN PART) FOR A PASSING OFF ACTION

(i) Cause of action (wholly or in part) can be said to have arisen within the territorial jurisdiction of a court only if the defendant has made sales of the goods carrying the impugned trademark within the jurisdiction of a given Court. Direct sales are made by the defendant not to an individual consumer but to a distributor, wholesaler or a retailer. Such sales are at a commercial scale. Mere availability of goods within the jurisdiction of a forum Court does not confer jurisdiction.

(ii) Sale of goods within the territorial jurisdiction of the forum court by a firm which does not act as a distributor, wholesaler, retailer, or agent of the defendant, does not confer jurisdiction. Where goods are procured by a firm from another firm that is outside the jurisdiction of the forum court and in turn sold within the territory of the forum court, jurisdiction shall not be conferred.

(iii) Additionally, delivery of goods to the agent/carrier of the plaintiff or its investigator, for onward transmission, is deemed delivery upon the plaintiff or its investigator. This conclusion is not restricted to suits for passing off, but is a general conclusion arrived at by the application of Section 39 of the Sale of Goods Act.

E. CAUSE OF ACTION (WHOLLY OR IN PART) FOR AN ACTION FOR INFRINGEMENT IN THE OFFLINE WORLD

(i) Cause of action (wholly or in part) can be said to have arisen within the territorial jurisdiction of a court when the defendant, in the course of trade, uses a mark which is identical with or deceptively similar to the trade mark, in relation to goods or services in respect of which the trade mark is registered, within the jurisdiction of the forum court.

(ii) Registration of a mark within the jurisdiction of a given court does not constitute part of the cause of action.

F. CAUSE OF ACTION (WHOLLY OR IN PART) FOR AN ACTION FOR INFRINGEMENT IN THE ONLINE WORLD

(i) To establish that cause of action (wholly or in part) has arisen through the means of website activity, the plaintiff must demonstrate that the defendant has purposefully availed itself of the jurisdiction of the forum

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court by specifically targeting persons within its territory and it resulting in an injury or harm to the plaintiff within the forum state.

(ii) Additionally, the plaintiff must also demonstrate the conclusion of commercially concluded transactions between the defendant and persons within the forum court's jurisdiction through the website in question.

(iii) The requirement of *prima facie* demonstrating commercially concluded transactions taking place can be relaxed in a case where the plaintiff cannot invoke the provisions of Section 134(2) of the Trade Marks Act and Section 62(2) of the Copyright Act, and the defendant has no presence in India at all.

G. "DYNAMIC EFFECT" AND WHETHER IT CAN CONFER JURISDICTION

(i) If the principle of dynamic effect is applied to cases of infringement, the amendment to the Trade Marks Act and the Copyright Act shall be rendered otiose. Jurisdiction, therefore, cannot be established on the basis of this principle.

(ii) An attempt to find jurisdiction under Section 20(c) of the CPC on the basis that the effect of the infringement is felt at the place where the plaintiff has its presence, also, goes against the spirit of the specialised provisions. It also renders the amendments nugatory. Such an interpretation, thus, ordinarily ought to be avoided.

H. WHETHER THE USE OF AN "INVESTIGATOR" IS PERMISSIBLE

(i) As a rule, the use of an investigator or any other person set up by the plaintiff to find jurisdiction before a forum court amounts to concocting jurisdiction. The findings of such an investigator, thus, ordinarily, cannot be relied upon.

(ii) The two exceptions to this rule are: first, where the plaintiff can *prima facie* demonstrate, on the basis of his plaint and the documents attached with it, that but for such an investigator being hired to plead jurisdiction, cause of action under Section 20(c) of the CPC could not be maintained before another court. And second, where ex facie it can be demonstrated that sales of the impugned goods are taking place within a forum court, and an investigator merely provides evidence. For instance, if the defendant has readily supplied its goods within Delhi to various retailers, distributors and stockists, and the plaintiff's investigator buys these goods from these classes of persons, that report may not be discarded.

I. THE DOCTRINE OF FORUM NON-CONVENIENS

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(i) The doctrine of forum non-conveniens shall apply to civil suits. Once a plaint is found to be maintainable under the CPC or the special provisions, an inquiry may be undertaken as to whether the plaint is to be entertained.

(ii) The application of this doctrine shall take into account the entirety of avenues that are competent to adjudicate a *lis* and have jurisdiction to entertain a suit as per the applicable law. Specifically, in the context of Section 20(c) of the CPC, this doctrine shall determine whether the part of cause of action includes merely an incidental, minuscule, or slender part of the cause of action. The doctrine shall apply to determine whether the court before which a plaint is presented is the place where the material, integral and essential part of the cause of action has arisen.

(iii) In order to determine where the material, integral and essential part of the cause of action has arisen, the Court shall, unless an exceptional situation otherwise warrants, be confined to the pleaded facts themselves. It is on the basis of the facts pleaded by the plaintiff himself, the *lis* and infringement described by him, that such a conclusion needs to be arrived at.

J. DOCTRINE OF DEMURRER

(i) The doctrine of demurrer which required every averment in the plaint, whatever it may be, to be taken as truth at the pre-trial stage of a litigation, has been diluted. Today, the Court is fully empowered to pierce through clever drafting where pleadings have been made solely to take advantage of the demurrer doctrine and to create an illusion of jurisdiction before this Court. Bald, unfounded, and empty narrations unsupported by any documents ought to be ignored while determining whether the Court has the requisite jurisdiction to entertain a suit."

4. Merely because jurisdiction exists, or is, in many ways, *made* to exist by acts undertaken by a plaintiff or his agents, a given court is not obligated to *entertain* that suit. The existence of jurisdiction cannot become a justification to allow forum shopping. A slender connection with Delhi ought not to become a reason to deprive another court of its rightful and appropriate jurisdiction over a given *lis*. This was the broad approach taken by this Court in ***ABD Maestro*** and support can be found in the order of the Supreme Court in ***Sai Maghalakshmi Traders and Ors. v. M/s Sri Lakshmi***

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Srinivasa Agro Foods and Anr.,[5] the material portion of which reads as under:

> "**3.** We find that the petitioners herein, who are the defendants in the suit, are carrying on business at Chennai and the respondents herein, who are the plaintiffs, have their principal place of business at Nelmangala, Bangalore Rural District, Karnataka.
>
> **4.** We fail to understand as to why the respondents/plaintiffs have filed the suit before the Delhi High Court when both the parties are residing in the neighbouring States of Karnataka and Tamil Nadu and the Madras High Court also has original jurisdiction to entertain the suit.
>
> **5.** We wish to observe that it is not merely concerns of convenience that animate the need for transfer of proceedings in the instant case. **While it could be true that various High Courts may have the jurisdiction to hear a particular case, especially in the case of intellectual property disputes, any perception of a particular High Court being better suited to hearing a particular type of dispute is entirely misguided and erroneous. The mere existence of territorial jurisdiction in various courts cannot on its own become justification for forum shopping and cannot result in the perpetuation of notions of a hierarchy among the High Courts of this country.** We also wish to highlight that, ordinarily, in a case whose respective parties, genesis and factual locus are based in a particular location, the courts of the said location would be most suited to understanding the nuances of that case."

(Emphasis supplied)

5. Based on the principles taken note of above, the facts of each of the commercial suits may now be analysed.

II. APPLICATION TO FACTS

PRVNÍ BRNĚNSKÁ STROJÍRNA VELKÁ BÍTEŠ a.s. and Anr. v. Deep Aviation Private Limited and Anr.

[CS(COMM)-973/2026]

[5] Transfer Petition (Civil) No. 2221/2026, order dt. 28.10.2026.

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6. Plaintiff no. 1 has its registered office in Czech Republic. Plaintiff no. 2 is the wholly owned subsidiary of plaintiff no. 1 and has its registered office in Bengaluru, Karnataka. Defendant no. 1 has its registered office in Punjab while defendant no. 2, the director of defendant no. 1, resides in Punjab. The suit is filed for copyright infringement, passing off, and trade secret misappropriation. The dispute involves the plaintiff no. 1's proprietary turbojet engines, specifically the TJ100 and TJ150 models. TJ 150 is stated to be a high-performance turbojet engine engineered specifically for military and tactical drones, providing a unique thrust-to-weight performance.

6.1 It is pleaded that the said engine is based on the TJ100 concept and is purposefully designed for high-speed unmanned aircraft and defence applications where high dynamics are required. The uniqueness of TJ150 is stated to lie not merely in its parameters, but also because TJ100 represents the accumulated know-how of thousands of operating hours. The TJ150 engine is pleaded to contain parts that are exclusively manufactured for the plaintiff no. 1 under strict specification requirements communicated by plaintiff no. 1 to its various subcontractors, while all intellectual property rights subsisting in such constituent parts vest with the plaintiff no. 1.

6.2 The plaint narrates that the plaintiff No. 1 honestly adopted and conceived the trademarks TJ100 and TJ150 in respect of aircraft engines. The said distinctive alphanumeric combinations are claimed to be of plaintiff no. 1. The unique and distinctive shape of TJ100 and TJ150 engines is stated to be exclusively associated with plaintiff no. 1. The original works

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developed in relation to TJ100 and TJ150 are also contended to have plaintiff no. 1 copyright subsisting in them.

6.3 The defendants are stated to have connived with each other and with the plaintiffs' competitors by illegally procuring and misappropriating plaintiff's trade secrets and know-how associated with the plaintiff's proprietary TJ100 and TJ150 engines for the purpose of manufacturing and supplying jet engines that are a counterfeit/replica of the plaintiff's proprietary engines procured the proprietary technology of the plaintiff no. 1 through unlawful channels and reverse engineered the same. The defendants are contended to be actively offering these counterfeit engines and other products of the plaintiff on Indian e-commerce platforms like IndiaMart and shipping components through the port of Delhi.

6.4 Para. 85 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**85.** The Hon'ble Court has the territorial jurisdiction to try and entertain the instant suit by virtue of Section 20 of the Code of Civil Procedure, 1908 on account of the fact that the cause of action has arisen in Delhi, by the acts of the Defendant No. 1 exporting the impugned products and other spare parts from the port of Delhi and even dealing with Plaintiffs' other spare parts manufacturer with confirmed shipments through the port of Delhi. The Plaintiffs verily believes that the Defendants are also soliciting customers located within the jurisdictions of this Hon'ble Court and are purposefully availing the jurisdiction of this Hon'ble Court. In this regard, it is pertinent to mention that the Defendant No.1 has a profile on the e-commerce platform, IndiaMart, which is an interactive website and as such accessible to all customers located within the territorial limits of this Hon'ble Court. It is reiterated that the Defendant's conduct is also likely to cause confusion in the relevant market, particularly as both the Plaintiffs and Defendants operate within the same industry and most government departments, consent and approval of which are mandatory for making and selling goods used for military or aerospace industry are located within the territorial limits of this Hon'ble Court. The Defendant No.1 through e-commerce platform like

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> IndiaMart is promoting, advertising and conducting its business operations as well as is offering products to be sold and shipped all over India, including within the territorial limits of this Hon'ble Court. The Defendant No.1 on its IndiaMart page has listed Plaintiff No.1's product namely, Auxiliary Power Unit SAFIR K G MI, and the Plaintiffs' verily believe that the Defendants are soliciting customers using the said interactive platforms that is accessible to customers within the territorial limits of this Hon'ble Court and also passing off the impugned products in a clandestine manner to them. Therefore, it is submitted that firstly, a part of the cause of action has arisen within the jurisdiction of this Hon'ble Court, attributable to the port of Delhi, from where the Defendant No. 1 is exporting the impugned goods and secondly, the Defendant No. 1 is promoting, advertising and offering products to be sold and shipped all over India, including within the territorial limits of this Hon'ble Court. It is therefore humbly submitted that this Hon'ble Court has the necessary territorial jurisdiction to try and entertain the present suit."

6.5 The Court has given its anxious consideration to the facts of this case. The pleadings in the plaint, and the documents annexed with it, undoubtedly make out that a part of the cause of action has also arisen at Delhi. As narrated in the plaint, the impugned products were seized at the Customs Office for the Central Bohemian Region. Document no. 6 attached with the plaint is a communication dated 03.06.2026 received by the plaintiff no. 1 from the Customs Office for the Central Bohemian Region, which states that the sender of the goods was defendant no. 1. There is no doubt that the export from Delhi would constitute an infringement of the mark under Section 29(6) of the Trade Marks Act.

6.6 Before proceeding further with the analysis, Section 29(6) of the Trade Marks Act may be taken note of. It reads as under:

> "**29. Infringement of registered trade marks.—**
>
> **…**
>
> **6.** For the purposes of this section, a person uses a registered mark, if, in particular, he—

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(a) affixes it to goods or the packaging thereof;

(b) offers or exposes goods for sale, puts them on the market, or stocks them for those purposes under the registered trade mark, or offers or supplies services under the registered trade mark;

(c) imports or exports goods under the mark; or

(d) uses the registered trade mark on business papers or in advertising."

6.7 Further, in ***Burger King***,[6] this Court noted the various ways in which a mark can be infringed. Paras. 21 and 22 of the said decision read as under:

"**21.** Thus, jurisdiction of a court in a trade mark action, could be invoked where there is use upon or in relation to goods. The phrase "in relation to" has been interpreted to include advertising, promotion, publicity, etc. Thus, in addition to actual sale of goods and providing services, if a person advertises his or her business under the mark in a territory, promotes his or her business under the mark in a territory or for example invites franchisee queries from a particular territory, sources goods from a particular territory, manufactures goods in a particular territory, assembles goods in a particular territory, undertakes printing of packaging in a particular territory, exports goods from a particular territory, it would constitute "use of a mark".

22. This scheme of the TM Act is amply clear from a reading of Sections 28 and 29 as also Section 56. Under Section 28, the rights conferred are the exclusive right to use of a mark. Under Section 29, use of a mark could be any form of use, including—

- as part of a trade name or a corporate name or name of a business concern [Section 29(5)];
- use by affixing it to products/services [Section 29(6)(b)];
- use by affixing it to packaging [Section 29(6)(b)];
- use by offering goods/services for sale;
- use for the purpose of import or export[Section 29(6)(c)];
- use on business papers [Section 29(6)(d)];
- use in comparative advertising which is detrimental to distinctive character or repute of the mark [Section 29(4)];
- use in advertising [Section 29(7)];
- Applying a mark in a territory for purposes of export of goods/services [Section 56(1)]; and
- Use by which a trade connection is created between the user and the proprietor [Section 56(2)]."

[6] 2018 SCC OnLine Del 10881

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6.8 Had exports from Delhi been the sole grievance of the plaintiff, this Court would have certainly appreciated that substantial, material and integral part of cause of action has arisen in Delhi. The plaintiffs' grievance, however, is not merely restricted to exports which are purportedly taking place from Delhi. The entirety of the claim and the grievance raised herein needs to be comprehensively looked into. Para. 43 of the plaint describes the dispute as also including the alleged illegal manufacturing and supply of the impugned jet engines. Further, at para. 84 of the plaint, it is noted that the cause of action for filing the present suit also arose when plaintiff no. 1 noticed that defendant no.1 is "*offering for sale, advertising and promoting goods in the same industry*".

6.9 The facts of this case have presented an important question which requires consideration. A protected mark may get infringed in a variety of different ways. The cause of action may include a multitude of such unauthorised *uses* undertaken by a given defendant. Each such use, within the local limits of differing courts, ought not to constitute a sufficient jurisdictional connection to make a court *entertain* that very *lis*. But for this, the possible avenues available to a given plaintiff to sue could run into the hundreds. Jurisdiction for adjudicating a case ought not to be examined in such a manner that hundreds of courts are equally competent and obligated to decide the case.

6.10 A mark may be used by a defendant in the course of his trade in an unauthorised manner amounting to its infringement. The use may include a combination of advertising, exporting, and/or the affixation of the mark on

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goods manufactured by the defendant. In the context of copyright, it may amount to reproduction of the protected work. In such a situation, the mere fact that the unauthorised use is taking place within the local limits of different courts, ought not to make the *lis* entertainable before different courts. An effort must be made to identify where lies the material, integral and essential part of the cause of action. Where the dominant part of the infringement lies. From where did the *lis* truly originate.

6.11 For instance, if a defendant manufactures a product that infringes a patent, creates a bottle by copying a trade dress, or affixes a label protected by copyright/trademark, and thereafter advertises and offers the impugned product for sale through a banner hung from a helicopter flown across India, could the suit be filed at any place where the banner was seen? Clearly, the court within whose *local limits* the originating acts occur, the dominant part of the infringement takes place, and the material, essential and integral part of the cause of action arises ought to entertain this *lis*. Predictability and certainty, which are the very objects of jurisdictional rules and principles, demand this.

6.12 The ultimate object though is to remedy infringement and get justice. But the *Niti* which the law prescribes to attain that *Nyaya* must provide for certainty, predictability and fairness. Jurisdictional principles that are premised on a *laissez-faire* arrangement that allows an undefined multitude of options, which a plaintiff can in his sole discretion choose from, and that is susceptible to misuse, may not be considered to be a sound procedure.

6.13 If, however, the grievance of a plaintiff lies only with a specific aspect of the infringement taking place within the territorial limits of a Court, these

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concerns may not lie. For instance, if an injunction is sought that the infringing activity should not take place in Delhi alone, there is no discomfiture that the Court has. For instance, in the facts of the instant case, if the grievance was only *qua* the exports taking place from Delhi, and relief only for that limited infringement was sought, surely this Court would have entertained the *lis*. The consequences under Order II Rule 2 of the CPC for abandoning and not suing for a claim may follow. That is, however, the choice that the plaintiff must make. If a suit is to be filed to prevent the entirety of *uses* or infringing activity being undertaken by a defendant, it must be filed at the place where the material, integral and essential part of the infringement is taking place. That is the *natural forum*. However, if a plaintiff's grievance is sales within Delhi, advertisements within Delhi, or exports from Delhi, surely for that limited grievance, this Court is the *forum conveniens*.

6.14 In the present suit, while exports were taking place from Delhi, they were of goods manufactured in Punjab. Mr. Sethi, learned senior counsel, with his characteristic frankness to the Court admitted that the impugned products are getting manufactured in Punjab. The actions with which the plaintiff is concerned, namely, offer for sale, advertisements, promotion, and exports, relate to goods that are manufactured in Punjab. The breach of trade secrecy and confidentiality, and the making of the purported counterfeit jet engine having the protected works of the plaintiffs took place in Punjab. In such a case, an injunction restraining the defendants from making, exporting, selling, advertising, or dealing with the impugned products, ought

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to be sought from the Courts in Punjab, which constitute the *forum conveniens*.

6.15 In view of the foregoing reasons, on grounds of *forum conveniens*, the suit ought not to be entertained before this Court. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Gebr Schmid GMBH v. Waaree Energies Ltd.

[CS(COMM)-350/2026]

7. During the course of the proceedings, the learned predecessor Bench *vide* order dated 15.09.2026 made the following observations:

> "In the course of considering the matter, it transpires that the plaintiff is based in Germany; whereas, the defendant has its registered office in Mumbai, Maharashtra with a branch office in Surat, Gujarat.
>
> Upon being queried as to how the present suit is maintainable within the territorial jurisdiction of this court, learned counsel appearing for the plaintiff seeks time to address the court on that issue.
>
> For the above purpose, re-notify on 27th October 2026.
>
> It is made clear that the issue of territorial jurisdiction shall be considered first."

7.1 As noted by the learned predecessor Bench, the plaintiff is a German company having its registered office at Freudenstadt, Germany. The defendant has its registered office in Mumbai and a sub-ordinate office in Surat, Gujarat. The plaintiff's suit is for patent infringement. The plaintiff contends that it is the registered proprietor of patent no. 403508. The said patent IN'508 relates, *inter alia*, to a method and device which intentionally applies water or a corresponding protective liquid to the upwardly facing top

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surface of the substrate, resultantly, forming a protective liquid layer prior to or during the chemical treatment of the substrate underside.

7.2 In accordance with the invention, flat substrates are transported horizontally along a continuous passage path. The underside of each substrate is treated with a process medium having a removing or etching effect, while the top surface is wetted or covered with water or a protective liquid over a large area or over the whole area so as to shield the top surface from the process medium and/or outgassings thereof. The suit patent is contended to have a direct and substantial industrial applicability, particularly in the manufacture and processing of solar cells, semiconductor wafers and other flat substrates requiring chemical etching or surface treatment. The cause of action for filing this suit emanated from the plaintiff becoming aware, through information received from industry sources, about the purported widespread and unauthorised of the plaintiff's patented technology.

7.3 Para. 69 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**69.** The Hon'ble Court has jurisdiction to try and entertain the present suit under Section 104 of the Patents Act, 1970 and Section 20 of the Code of Civil Procedure, 1908 for the following reasons:
>
> **a.** Under Section 20 (c) of the Code of Civil Procedure, 1908, an integral part of the cause of action has arisen in Delhi as the Defendant sell and offer to sell its infringing products within the territorial jurisdictions of this Hon'ble Court. Reliance is placed on the invoice confirming sales of the Defendant's infringing products in Delhi.
>
> **b.** Further, under Section 20 (b) of the Code of Civil Procedure, 1908, the Defendant is carrying on business within the territorial jurisdiction of this Hon'ble Court, as they have been selling and offering its products for sale

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> through their listings on various third party ecommerce and trading websites such as https://www.amazon.in/ which are interactive websites accessible to consumers residing within Delhi. The Defendant's own website https://aaree.corn/ is an interactive website, and targets consumers in New Delhi, by facilitating inquiries for specific products, which then results in a dialogue between the Defendant and the internet user, for purchase and delivery of the product. As stated above, and provided in the affidavit of the investigator, the Defendant do supplies its infringing products in New Delhi, pursuant to receiving requests for purchase placed by users on its website."

7.4 Registration of the patent confers upon its proprietor and holder certain negative rights intended to provide exclusivity. Section 48 of the Patents Act details the rights of the patentee and reads as under:

> "**48. Rights of patentees.**
>
> Subject to the other provisions contained in this Act and the conditions specified in section 47, a patent granted under this Act shall confer upon the patentee:
>
> (a) where the subject matter of the patent is a product, the exclusive right to prevent third parties, who do not have his consent, from the act of making, using, offering for sale, selling or importing for those purposes that product in India;
>
> (b) where the subject matter of the patent is a process, the exclusive right to prevent third parties, who do not have his consent, from the act of using that process, and from the act of using, offering for sale, selling or importing for those purposes the product obtained directly by that process in India."

7.5 An offer by a defendant to sell a product that bears the registered trademark of a plaintiff may constitute infringement of that trademark and, resultantly, violates its statutory right. Despite it, the Division Bench of our Court in ***Banyan Tree***,[7] insisted upon commercial transactions being concluded. As noted in ***ABD Maestro***, the Bench would certainly be conscious of what constitutes infringement of a trademark under the Act. While being mindful of the potential misuse which could be made of clause

[7] 2009 SCC OnLine Del 3780.

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(c) of Section 20, a higher threshold of activity was demanded within the local limits of a given court.

7.6 The existence of a cause to sue has never been doubted. A violation of a statutory right needs to be redressed. The question is before which forum must a *lis* seeking such a redressal lie? The worry is the extent to which jurisdictional avenues should be made available to the plaintiff. The hovering concern is that the options that end up becoming available, ought not to make a mockery of the local limits of a court and the concept of territoriality.

7.7 The worry that animated the Division Bench in ***Banyan Tree***, is the same that troubles this Court when jurisdiction is pleaded on grounds of offers for sale and advertising. Whether the test of ***Banyan Tree*** ought to be applied, where possible, to the Patents Act is a serious question. For the present purposes a definitive answer is not required to be given.

7.8 Even if it is assumed that an offer for sale was made at Delhi, and the samples of the defendant's products eventually came to be delivered within the local limits of this Court, the inquiry does not end. The plaintiff is aggrieved not merely by the defendant's offer for sale or actual sales. Rather the injunction prayed for in the instant suit is to prevent the defendant from "*making, using, selling, distributing, advertising, offering for sale, selling, and importing*" the impugned products that infringe the plaintiff's patent. Para. 51 of the plaint unequivocally pleads that the impugned products that violate the plaintiff's patent are being manufactured by the defendant. The manufacturing admittedly is taking place at Surat, Gujarat.

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7.9 The conundrum noted in this very judgement in the case of the analysis of ***PRVNÍ BRNĚNSKÁ STROJÍRNA VELKÁ BÍTEŠ a.s. and Anr. v. Deep Aviation Private Limited and Anr.***,[8] again gets presented before in this case. What should the approach of a court be when a *lis* presented by a plaintiff shows infringement of its rights by offers for sale, actual sales, and also manufacturing by a given defendant. Each independent infringement ought not to constitute a novel opportunity to move a different court and cause a forum to entertain a suit. Merely because the unauthorised use of the patent is taking place within the local limits of different courts, it ought not to make the *lis* entertainable before different courts. An effort must be made to identify where lies the material, integral and essential part of the cause of action. Where the dominant part of the infringement lies. From where did the *lis* truly originate.

7.10 In the facts of the present case the offending use, offer for sale, actual sale, and export are being undertaken *qua* the products which were manufactured by the defendant in Gujarat and outside the jurisdiction of Delhi. The labour and activities that violated the exclusivity of the plaintiff's rights, in their essence, occurred in Gujarat and outside the jurisdiction of Delhi.

7.11 What has happened within the local limits of this Court could very well have occurred at Arunachal Pradesh, Ladakh or Kanyakumari. The plaintiff could access the defendant's website from any of these places. It could also place a sample order or get it delivered to any of these States. Jurisdictional tests cannot be of such a nature that courts in each of these

[8] CS(COMM)-973/2026.

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States can equally be moved. In this case, the material, integral and essential part of the cause of action, the substance and origin of the dispute, lies outside the jurisdiction of this Court. The court, thus, declines to entertain this suit on grounds of *forum conveniens*.

7.12 In view of the foregoing reasons, on grounds of *forum conveniens*, the suit ought not to be entertained before this Court. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

HLE Glascoat Limited v. Sachin Industries Limited

[CS(COMM)-1054/2024]

8. Both the plaintiff and the defendant are in Gujarat. The plaintiff's suit is for patent infringement. The plaintiff claims to the registered proprietor of Indian Patent IN 428407 which is for an Tripodal Glass Lined Agitator Drive Assembly. The object of the invention is stated to be to prove an agitator drive assembly to realise low cost, light weight, compact configuration and rugged construction. The plaintiff's case is that the defendant is making a product that falls within the scope of the suit patent's claims and thus infringes the plaintiff's patent.

8.1 Para. 63 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**63.** This Hon'ble Court has jurisdiction to entertain the present Suit under Section 20 of the Code of Civil Procedure, 1908 for the following reasons:
> **a.** The cause of action first arose in August/September 2024 when the Defendant displayed and promoted its infringing product in its website and brochure uploaded on its website at New Delhi within the jurisdiction of this Hon'ble Court;

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> **b.** The defendant is promoting and offering for sale its products on the interactive e-commerce website www.indiamnrt.com directly or through other entities which is accessible to consumers based in New Delhi and orders whereof can be Placed by consumers in New Delhi; the Defendant is thus targeting consumers, customers in then Delhi;
> **c.** The Defendant have purposefully availed of the jurisdiction of this Hon'ble Court since they willfully and voluntarily conducted business operations including in relation to the impugned infringing product by displaying their impugned infringing products Glass lined reactors and equipments in New Delhi within the territorial jurisdiction of this Hon'ble Court.
> It is, therefore, submitted that this Hon'ble Court has the necessary jurisdiction to try and entertain the present Suit."

8.2 The plaintiff has its registered office at Vithal Udyognagar, Anand, Gujarat. The defendant has its registered office at GIDC Estate, Vatva, Ahmedabad, Gujarat. The plaintiff and the defendant are roughly 65-75 kilometers apart from each other. The plaintiff has come to this Court which is approximately 950 kilometres from its place of registered office. Why one may inquire? The jurisdictional paragraphs in the plaint make references to the defendant's website and certain IndiaMart pages being accessible from Delhi. But these websites are not blocked in Gujarat. The very same activities are taking place in Gujarat. Why then is this Court being moved? Apart from forum shopping there is no other justification.

8.3 The purchase orders placed on record demonstrate that deliveries were made in Gujarat. Paras. 35 and 44 of the plaint reveal that the substance and genesis of the dispute lies in the defendant manufacturing the impugned product which is found to violate the plaintiff's patent. The essential, material and integral part of the cause of action has accrued in Gujarat. The substance of the dispute lies outside the jurisdiction of this Court. Additionally, for the reasons noted in this very judgement in ***PRVNÍ***

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BRNĚNSKÁ STROJÍRNA VELKÁ BÍTEŠ a.s. and Anr. v. Deep Aviation Private Limited and Anr.,[9] and ***Gebr Schmid GMBH v. Waaree Energies Ltd.***,[10] this Court declines to entertain this suit on the ground of forum conveniens.

8.4 In view of the foregoing reasons, on grounds of *forum conveniens*, the suit ought not to be entertained before this Court. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Mold-Tek Packaging Limited v. Ideal Technoplast Industries Limited and Ors.

[CS(COMM)-609/2024]

9. The plaintiff has its registered office in Jubilee Hills, Hyderabad, Telangana. Each of the 5 defendants is in Surat, Gujarat. The plaintiff's suit is for patent and design infringement. The plaintiff claims to be the registered proprietor of patent numbers IN401417 and IN298724 and designs bearing nos. 299039 and 299041.

9.1 IN'417 is titled as "Tamper-Evident Leak-Proof Pail Closure Systems". It is stated to refer to an improved tamper-evident leak proof pail/container closure combination. IN'724 is titled as "A Tamper Proof Lid Having Spout Containers and Process for its Manufacture". It is stated to provide a tamper proof lid having a leak proof spout for containers and a process thereof. The design no. 299039 is for a container while 299041 is for lid for a container. It is contended that the defendants in collusion with each

[9] CS(COMM)-973/2026.
[10] CS(COMM)-350/2026.

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other are selling products that are replicas of the plaintiff's products and infringe its patents and designs.

9.2 Paras. 59 to 60 of the plaint contain the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**JURISDICTION**
> **59.** This Hon'ble Court has jurisdiction to try and entertain the present suit as the Defendants are selling/ offering to sale the impugned products within the territorial jurisdiction of this Hon'ble Court. Further, the Defendants market, sell and offer to sale their products on online marketplaces like Indiamart (https://www.indiamart.com/idealtechnoplastindustries/square-container.html#22266037130) and tradeindia (https://www.tradeindia.com/products/5-ltr-plastic-square-container-c7127378.html), which can be purchased in Delhi, thus the Defendants carries on business within the jurisdiction of this Hon'ble Court. The said websites are interactive in nature and commercial transactions can be concluded there. Any person or prospective customers can place order and the Defendants are delivering products in Delhi. Further, the Defendants, through their own websites, which are accessible in Delhi, are inviting orders from potential consumers situated in Delhi.
>
> **60.** Apart from the abovesaid, as per market sources of the Plaintiff, the Defendants are accepting orders for infringing goods and delivering the same anywhere in Delhi. Therefore, it is clear that the Defendants' infringing products are being sold and/or offered for sale without any restriction within the territory of this Hon'ble Court. The Defendants are inviting potential customers and end users to place orders and/or purchase their products from anywhere in the country, which includes Delhi. Therefore, this Hon'ble Court has the territorial jurisdiction to entertain the present suit under section 20(b) and 20(c) of the Code of Civil Procedure, 1908."

9.3 While the plaintiff is right in contending that the defendant has not taken objections pertaining to jurisdiction in its written statement, this does not preclude the Court from analysing the said issue. It is trite law that parties by consent cannot confer jurisdiction. Similarly, jurisdiction cannot

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be conferred on a court by the defendant's act of not disputing it. Jurisdiction cannot be conferred where none exists.[11]

9.4 Mere accessibility of a website or the listing of impugned products on e-marketplaces does not amount to a defendant carrying on business within the jurisdiction of this Court. There is nothing on record to indicate that the defendants, all of whom are in Surat, Gujarat, are carrying on business within the local limits of this Court.

9.5 Insofar as Section 20(c) of the CPC is concerned. It may be highlighted that the relief prayed for by the plaintiff does not merely concern an offer for sale or actual sales. Rather the plaintiff wants a direction restraining the defendant from manufacturing, marketing, using, selling or offering of sale, importing into India, distributing, advertising, exporting, and in any other manner, directly or indirectly, dealing in products that infringe the plaintiff's protected IP.

9.6 The plaintiff itself has pleaded that defendant nos. 3 to 5 have recently incorporated a company *viz.* defendant no. 1, which is used by them to *manufacture*, market and sell the infringing products. It has also been pleaded that defendant nos. 3 and 4 also run a partnership *viz.* defendant no. 2 through which they manufacture, market and sell the infringing products. Both these defendants, are at Surat, Gujarat.

9.7 The substance and genesis of the dispute lies in the defendant manufacturing the impugned product which is found to violate the plaintiff's patent. The essential, material and integral part of the cause of action has

[11] ***ABC Laminart Pvt. Ltd. v. AP Agencies***, (1989) 2 SCC 163, ***Harshad Chiman Lal Modi v. DLF Universal Ltd.***, (2005) 7 SCC 791, and ***Hakam Singh v. Gammon (India) Ltd.***, (1971) 1 SCC 286.

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accrued in Gujarat. The substance of the dispute lies outside the jurisdiction of this Court. Additionally, for the reasons noted in this very judgement for the analysis of ***PRVNÍ BRNĚNSKÁ STROJÍRNA VELKÁ BÍTEŠ a.s. and Anr. v. Deep Aviation Private Limited and Anr.***,[12] and ***Gebr Schmid GMBH v. Waaree Energies Ltd.***,[13] this Court declines to entertain this suit on the ground of *forum conveniens*.

9.8 In view of the foregoing reasons, on grounds of *forum conveniens*, the suit ought not to be entertained before this Court. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Sotkon SP SLU v. Western Imaginary Transcon Pvt. Ltd. and Ors.

[CS(COMM)-484/2021]

10. By order dated 03.02.2026, the Court framed the following issue:

> "d) Whether this Hon'ble Court has territorial jurisdiction to try and decide the present suit? OPD"

Vide order dated 05.11.2026, with the consent of the parties, the Court amended the aforesaid issue to the following:

> "(d) Whether this Hon'ble Court has the territorial jurisdiction, entertain, try and decide the suit"

10.1 It is but obvious that the burden of proof for establishing territorial jurisdiction lies on the plaintiff. The plaintiff is a Spanish company bearing the address of Lasarte-Oría, Spain. Defendant nos. 1 and 2 have their registered offices at Mumbai and Delhi respectively. Defendant no. 3, which

[12] CS(COMM)-973/2026.
[13] CS(COMM)-350/2026.

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is stated to be the joint venture of defendant nos. 1 and 2, has its registered office at Ahmedabad, Gujarat. Defendant no. 4 i.e., the Gandhinagar Municipal Corporation, is situated at Gandhinagar, Gujarat. The plaintiff is stated to be a pioneer in underground and semi-underground waste management system. The plaintiff claims to be doing business in India through its distributor-cum-manufacturing partner, Indian Recycle and Waste Management Co. ("**IRWM**") headquartered in New Delhi.

10.2 It is contended that the plaintiff holds a patent IN'620 for the invention of a sub-surface refuse collection system comprising of an underground container, refuse container, a deposit bin and a cover with automatic opening and closing which can be powered electronically using solar energy. As part of the plaintiff's brochures and advertising material concerning the said patent, the plaintiff created various drawings and illustrations which are contended to be original artistic works protected under the Copyright Act.

10.3 The suit contends that the tender bids submitted by the defendants pertaining to the 'Detailed Engineering, Supply, Construction, Installation, Testing and Commissioning and Comprehensive Operations & Maintenance for 5 years of the Smart Underground Bins for Collection and storage of Solid Waste at Various Locations in Zone 1 & Zone 2 of Gandhinagar City' violated the plaintiff's patent and copyright.

10.4 Para. 46 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**46.** This Hon'ble Court has the jurisdiction to try and entertain the present suit under Section 20(b) of the Code of Civil Procedure, since Defendant

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> No.2 resides and carries on business for gain within the territorial jurisdiction of this Hon'ble Court. Further, by virtue of Section 62, Copyright Act, 1956, the Plaintiff is doing business in India from New Delhi, within the territorial jurisdiction of this Hon'ble Court. The effect of the Defendants' actions are felt the most in Delhi as the Plaintiff's principal place of business is in Delhi, and its pan India operations are centred in Delhi resulting in the city being the fulcrum of the Plaintiff's business in India. The Plaintiff further submits that there is no pending litigation between the parties herein in any forum prior to the institution of the instant suit."

10.5 The plaintiff has sought reliefs pertaining to patent infringement. These reliefs need to be adjudged on the basis of Section 20 of the CPC. Merely by clubbing reliefs concerning copyright, with those relating to patent infringement, reliance on Section 62(2) of the Copyright Act for the entire suit cannot be placed. Jurisdiction needs to be established for each relief prayed for. Reliance then is placed on Section 20(b) of the CPC which reads as under:

> "**20. Other suits to be instituted where defendants reside or cause of action arises.—**Subject to the limitations aforesaid, every suit shall be instituted in a Court within the local limits of whose jurisdiction—
>
> ***
>
> **(b)** any of the defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally works for gain, as aforesaid, acquiesce in such institution."

10.6 Admittedly, no leave of the Court was obtained by the plaintiff to institute the suit against the defendant nos. 1, 3 and 4 who do not reside within the jurisdiction of this Court. At para. 12 of the preliminary objections taken in the common written statement filed by defendant nos. 1-4, jurisdiction of this Court is questioned. The stand taken in para. 12 is that the plaintiff "*has filed the suit based on the false claim of jurisdiction and*

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therefore, the present suit is not entitled to be heard and decided by the Hon'ble Court at present jurisdiction". Resultantly, defendants have not acquiesced to the jurisdiction of this Court.

10.7 The question remains whether leave ought to be granted to entertain a suit of the present nature. Considerations of *forum conveniens*, as noted in ***ABD Maestro***, have been incorporated by the High Courts of Madras, Bombay and Calcutta while determining whether leave to sue is to be granted under Clause 12 of their respective Letters Patent. In the instant case as well, considerations of *forum conveniens* would guide whether leave is to be granted or denied.

10.8 A reference may be made to what the plaint states are the "*Defendants' Infringing Activities*":

> "**32.** The Plaintiff's attention was first drawn to the Defendants' activities when IRWM came across the offer presented by the Defendant No.1, on behalf of the Defendants, in a tender pertaining to 'Detailed Engineering, Supply, Construction, Installation, Testing and Commissioning and Comprehensive Operations & Maintenance for 5 years of the Smart Underground Bins for Collection and storage of Solid Waste at Various Locations in Zone 1 & Zone 2 of Gandhinagar City'. The bid offer appeared to have been submitted by the Defendants in November 2020. The Plaintiff analyzed the tender bid and documents submitted by the Defendants and discovered that the Defendants had not only misused photographs of the Plaintiff's products, drawings and illustrations from Plaintiff's brochures, but that the technical specification of the products allegedly being offered by the Defendants squarely infringed the Plaintiff's patent IN'620.
>
> ****
>
> **35.** A comparison of Defendants' technical specification and Plaintiff's suit patent, it is evident that the Underground Bins proposed to be manufactured by the Defendants is infringing Plaintiff's suit patent.
>
> ****

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> **39.** However, it has recently come to the Plaintiff's knowledge that the tender has been awarded in favor of the Defendants and the Defendants have started procuring various parts for the underground bins from a vendor to begin construction of the underground bins. Additionally, the Defendants have also sought design approvals for underground waste collection system from the municipality before commencing the installation process. Thus, the Plaintiff is praying for urgent orders to restrain the Defendants from misappropriation of Plaintiff's intellectual property rights."

10.9 The cause of action has been described in the plaint in the following manner:

> "**45.** The Plaintiff submits that the cause of action arose for the first time in the month of December, 2020 when the Plaintiff came across the Defendants' tender bid offer. The cause of action arose again when the Plaintiff discovered that the Defendants have won the tender in July 2021 and then again, when it recently discovered that after the hiatus caused by COVID 19, the work on the tender has recommenced. That the Plaintiff has filed RTI applications in August and September 2021 to the Gandhinagar Municipal Corporation seeking the particulars of the designs, drawings, sketches, technical specifications and other documents submitted by the winner of the tender, although no substantive response has been received in respect of the same. The cause of action continues to arise until the Defendant is permanently restrained by a decree of this Hon'ble Court from manufacturing and selling the infringing products."

10.10 The dispute essentially concerns a bid made by defendant no. 3, a joint venture company of defendant nos. 1 and 2, in response to a tender floated by defendant no. 4-Gandhinagar Municipal Corporation, for the construction, supply, operation and maintenance of smart underground bins for the collection of solid waste at various places in Gandhinagar city in Gujarat. The tender bid of defendant no. 3 is contended to have infringed the plaintiff's patent and copyright. Nothing has actually happened within the jurisdiction of this Court. Apart from forum shopping, no real justification to approach this Court can be found. This is a fit case to deny leave to sue. This is also a fit case to refuse to entertain this suit on grounds of forum conveniens.

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10.11 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20 of CPC. Even if it is assumed that a part of the cause of action has accrued within Delhi, on grounds of *forum conveniens*, the suit ought not to be entertained. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Novartis AG & Anr. v. Lucius Pharmaceuticals Co., Ltd. & Ors.

[CS(COMM)-1060/2026]

11. None of the parties are at Delhi. The plaintiff no. 1 is a company registered in Basel, Switzerland. Plaintiff no. 2 is registered in Mumbai. Defendant no. 1 is established in Cientiane Capital, Laos; defendant no. 2 is at Midnapore, West Bengal; and defendant no. 3 is at Bengaluru, Karnataka. The plaintiffs' suit is for patent infringement.

11.1 The plaintiffs contends that it is the registered proprietor of the Indian Patent No. 275655[14] which protects the inventive compound Dabrafenib used in the treatment of several types of cancer that have a specific gene mutation called the BRAF V600 mutation. The plaint avers that credible information has been received by the plaintiff that defendant no. 1's infringing version of Dabrafenib capsule is readily available under the brand name LUCIDABRA in the Indian market; and said infringing pharmaceutical drug product LUCIDABRA comprising the patented compound Dabrafenib (including in the form of its mesylate salt, Dabrafenib Mesylate), is being sold and offered for commercial use/sale/supply in India

[14] Hereinafter "IN'655".

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by defendants nos. 1, 2 & 3 through offline and online channels including on interactive web platform, such as TradeIndia.

11.2 Para. 97 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**97.** It is respectfully submitted that this Hon'ble Court has the jurisdiction to entertain and try the present suit under Section 20(a) and (c) of the Code of Civil Procedure, 1908 as:
>
> **a)** The Defendant Nos. 2 & 3 are actively offering for sale and supplying the Defendant No.1's infringing pharmaceutical drug product LUCIDABRA within the jurisdiction of this Hon'ble Court. Accordingly, a substantial, material, and integral part of the cause of action has arisen within the jurisdiction of this Hon'ble Court under Section 20(c) of the Code of Civil Procedure, 1908. As confirmed by the investigation report dated 08.09.2026, Defendant Nos. 2 & 3 are actively offering and making available Defendant No. 1's infringing pharmaceutical drug product LUCIDABRA for sale and delivery to customers located in Delhi. The investigator's purchase of LUCIDABRA in Delhi from the Defendant No. 2 and the Defendant No. 3's solicitation for delivery pan-India, including Delhi, establish that these activities go beyond mere advertisement and amount to execution of commercial transactions within this jurisdiction, thereby directly targeting and servicing consumers in Delhi. Further, Defendant Nos. 2 & 3 are advertising and offering for sale the Defendant No.1's infringing product LUCIDABRA on WhatsApp as well as on the interactive web platform TradeIndia and, as confirmed by the investigation report, are actively soliciting customers in Delhi. By such acts, the Defendants have purposefully availed themselves of economic benefit within the territorial jurisdiction of this Hon'ble Court by engaging in systematic commercial exploitation of the Plaintiffs' patented compound Dabrafenib (including in the form of its mesylate salt, Dabrafenib Mesylate) in Delhi. Such infringing conduct is not isolated but forms part of a continuing pattern of targeting consumers in Delhi, thereby establishing their purposeful availment of the territorial jurisdiction of this Hon'ble Court.
>
> **b)** The above acts establish a continuing commercial presence, availability, and accessibility of the Defendants' infringing pharmaceutical drug product LUCIDABRA to consumers within the territorial jurisdiction of this Hon'ble Court. The Defendants are acting collectively to facilitate the sale, supply, and distribution, including within Delhi, of the infringing Dabrafenib capsules under the brand name LUCIDABRA, which are

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manufactured in the name of the Defendant No.1, through multiple channels including online platforms and offline distribution networks. Each of the Defendants operates at different levels of the manufacture, distribution, and supply chain of the Defendant No. 1's infringing pharmaceutical drug product comprising the patented compound Dabrafenib (including in the form of its mesylate salt, Dabrafenib Mesylate), and are thereby jointly and severally liable for and engaging in the violation of the Plaintiffs' sole and exclusive statutory rights under the suit patent IN'655.

c) The Defendant No.1's infringing pharmaceutical drug product LUCIDABRA, comprising the patented compound Dabrafenib, was purchased by the investigator from the Defendant No. 2 and successfully delivered in Delhi on 25.07.2026, thereby conclusively establishing that the infringing product is being actively and commercially offered, supplied, and distributed to consumers within the territorial jurisdiction of this Hon'ble Court by the Defendants. The completion of this transaction through purchase and delivery demonstrates that the Defendants' activities are not limited to offer for sale, but constitute actual commercial exploitation of the infringing product in Delhi. Such purchase and delivery further supports the Plaintiffs' well-founded apprehension that these infringing supplies are not isolated incidents and that similar deliveries to other customers are ongoing or imminent. This evidences the Defendants' deliberate and systematic commercial targeting of this jurisdiction and gives rise to a real, substantial, and continuing cause of action within this Hon'ble Court.

d) Further, any prospective customer from Delhi interested in the Defendant No.1's infringing product LUCIDABRA (Dabrafenib 75 mg capsules) can contact the Defendant No. 1 through the "Contact us" page on its website, whereof copies of the webpage are placed on record. The said website is accessible within the jurisdiction of this Hon'ble Court and is intended to solicit business enquiries and prospective commercial engagement from customers, distributors and pharmaceutical dealers, including those located in Delhi. The Defendant has thus held itself out as being ready and willing to commercially deal in LUCIDABRA (Dabrafenib 75 mg capsules) and to entertain enquiries and orders from within the jurisdiction of this Hon'ble Court, thereby constituting a further part of the cause of action arising within the territorial jurisdiction of this Hon'ble Court.

e) Defendant Nos. 2 & 3 are actively offering for sale and supply the Defendant No. 1's infringing pharmaceutical drug product LUCIDABRA through interactive online platforms, including TradeIndia (https://www.tradeindia.com) and electronic messaging platforms such as WhatsApp, screenshots whereof are given hereinabove. As is evident from

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the said screenshots, these platforms are interactive and freely accessible to prospective customers in Delhi, enabling real-time, two-way communication whereby customers can post enquiries, request quotations, and directly engage with the Defendants through integrated chat features, email, and phone. By listing and offering their infringing product on these platforms, the Defendants have purposefully targeted commercial engagement with customers across India, including Delhi. The Plaintiffs apprehend that the Defendants will continue to advertise, offer for sale, and supply the Defendant No. 1's infringing pharmaceutical drug product LUCIDABRA through these interactive platforms to prospective customers in Delhi, thereby giving rise to part of the cause of action within the jurisdiction of this Hon'ble Court. It is ex-facie evident that the Defendants are deliberately targeting consumers in Delhi and have purposefully availed themselves of economic benefit within the territorial jurisdiction of this Hon'ble Court by engaging in systematic commercial exploitation of the Plaintiffs' patented invention.

f) This Hon'ble Court has jurisdiction to entertain and try the present suit as a substantial part of the cause of action, arising from the dynamic effect of the sale, offer for sale, and supply of the Defendant No.1's infringing pharmaceutical drug product LUCIDABRA by Defendants Nos. 2 & 3, has arisen within Delhi. The Plaintiffs have a significant market presence in Delhi, where the patented drug Dabrafenib is actively distributed, offered for sale, and sold under the brand names TAFINLAR and RAFINLAR. The Defendants' infringing activities directly impact the Plaintiffs' commercial market and their exclusive rights of commercial exploitation conferred under the suit patent IN'655. Accordingly, the apprehended and ongoing acts of infringement in Delhi will cause immediate, recurring, and irreparable harm to the Plaintiffs' business concerning the patented drug Dabrafenib, thereby giving rise to a real, substantial, and continuing cause of action within the territorial jurisdiction of this Hon'ble Court. It is therefore submitted that this Hon'ble Court has full jurisdiction to try and entertain the present suit, as the Defendants are carrying on business in Delhi and a substantial, material, and integral part of the cause of action has arisen within this jurisdiction.

g) Furthermore, New Delhi is one of the most prominent hubs for the treatment of patients suffering from cancer, including BRAF V600–mutant cancers such as metastatic melanoma, non-small cell lung cancer, and anaplastic thyroid cancer, and accordingly, the likelihood of commercial activity concerning Defendant No. 1's infringing pharmaceutical drug product LUCIDABRA by unidentified persons in Delhi is both real and substantial. The Plaintiffs' patented drug Dabrafenib, marketed under the brand names TAFINLAR and RAFINLAR, is marketed, distributed, and

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> sold in Delhi. Any act of sale, supply, purchase, and delivery of the infringing drug product LUCIDABRA by such persons in Delhi would directly infringe the Plaintiffs' exclusive statutory rights under the suit patent IN'655 and would cause dynamic, recurring, and irreparable harm to the Plaintiffs by eroding their market share, diminishing their goodwill, and undermining their right of commercial exploitation conferred by the suit patent. The launch and continued commercial activity of LUCIDABRA in Delhi has had an immediate and adverse impact on the Plaintiffs' business pertaining to the patented drug Dabrafenib, and the ongoing nature of such infringing transactions in Delhi will result in further causes of action in favour of the Plaintiffs."

11.3 The dispute at its core lies in defendant no. 1 manufacturing the impugned products that infringe the plaintiffs' patent. This drug is in turn sold in India through defendant nos. 2 and 3 that act as distributor, offer for sale, and actually sell the infringing products in various parts at Delhi. The plaintiff no.2, Novartis Healthcare Private Limited is the Indian operating company, an affiliate of plaintiff no.1. The plaintiff no. 2 has marketing and import license for India with respect to the drug product containing the patented compound Dabrafenib, subject matter of the present suit. The plaint has been signed and verified on behalf of the plaintiff no. 2 by Mr. Atul Anand Bade, at Mumbai. The registered office of plaintiff no. 2 is at Mumbai. What makes this corporation lift itself from Mumbai to come to Delhi is unknown. No justification can be found in the plaint for why Delhi is chosen. No doubt a part of cause of action has arisen at Delhi, but that part of a similar strength and character also exists in Mumbai. Mere sample orders being placed for delivery to Delhi, which equally could have been placed to Arunachal Pradesh, Ladakh, or Kanyakumari ought not to make this Court entertain this *lis*.

11.4 Mumbai, which is the natural forum for the plaintiffs, has a better connection with the *lis*, indeed owing to the presence of plaintiff no. 2 at that

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place. The marketing and import license for India, with respect to the drug product containing the patented compound, is with plaintiff no. 2, which is at Mumbai.

11.5 In view of the foregoing reasons, on grounds of *forum conveniens*, the suit ought not to be entertained before this Court. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Global Music Junction Private Limited v. Songbird Digital India Private Limited and Ors.

[CS(COMM)-1208/2026]

12. The plaintiff has its registered office at Mumbai. Defendant nos. 1, 2 and 4 are at Patna, Bihar. Defendant nos. 5 and 7 are at Mumbai, Maharashtra. Defendant no. 6 is at Ahmedabad, Gujarat. Defendant no. 3 has its registered office in Gorakhpur, Uttar Pradesh but has subordinate offices in New Delhi and Mumbai. The suit prays for a decree restraining defendant nos. 5 to 7, including the platforms represented by defendant no. 8, from interfering with the plaintiff's content, made available by it, under the agreements between the plaintiff and the defendant nos. 2 and 3.

12.1 It is contended that after two content licensing agreements had been entered into between the plaintiff and the defendant no. 2, a third content licence agreement (termed by the plaintiff the "**Principal Agreement**"), was entered into between the said parties on 19.11.2020. Under this agreement the plaintiff contends that defendant no. 2 granted an exclusive worldwide licence to the plaintiff to distribute and monetize its content through every medium, including YouTube, Facebook, audio streaming platforms such as

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Spotify, JioSaavn, Gaana, Wynk, Apple Music, Caller Tunes, and physical media.

12.2 The Principal Agreement, under clause 2.4, is stated to provide that no right in the content shall be granted by the defendant no. 2 to any third party without the prior written consent of the plaintiff. A co-ownership agreement, thereafter is stated to have been entered into between plaintiff and defendant no. 2 on 23.02.2021, under which the new songs produced by defendant no. 2 were to be owned by the parties in equal shares and were to be released on the plaintiff's YouTube channel “Shivshakti”.

12.3 A fresh exclusive content licensing and distribution agreement was thereafter entered into between the parties on 24.09.2022 and the Principal Agreement, through amendments kept getting extended and further stipulations kept getting added. On 09.10.2024, it is claimed, that while the plaintiff’s exclusive licences through the agreements were in subsistence, defendant no. 2 executed a licence agreement with defendant no. 1 purporting to grant in favour of defendant no. 1 exclusive rights over content on the YouTube channels “Aadishakti Films” and “Yogmaaya Films”. This agreement, it is claimed, violated the rights of the plaintiff in the subsisting agreements. Even after this agreement, various amendments were made in the Principal Agreement.

12.4 On 01.04.2026, the plaintiff, defendant no. 2 and defendant no. 3 (as a guarantor) entered into a fresh content licensing and distribution agreement. Defendant no. 1 on 24.09.2026, 29.09.2026 is stated to have lodged infringement claims against the plaintiff with Spotify. Defendant no. 4 is

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also claimed to have lodged complaints with JioSaavn and Gaana against the plaintiff's content.

12.5 Paras. 36 and 37 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**36.** The Plaintiff's rights have been affected within the jurisdiction of this Hon'ble Court. This Hon'ble Court thus has the territorial jurisdiction to entertain the present suit under Section 20(c) of the Code of Civil Procedure, 1908, insofar as a part of the cause of action for filing the present suit has arisen within the jurisdiction of this Hon'ble Court especially inasmuch as:
>
> **a.** The Plaintiff's validly distributed content, alleged to have been infringing rights of the Defendant Nos. 1 and 4, is available on the online streaming platforms of Defendant Nos. 5 to 7 (and other platforms) and is being consumed / viewed / downloaded by a substantial number of consumers I viewers within the territorial jurisdiction of this Hon'ble Court; and
>
> **b.** The Defendant No 1's actions have impacted and continue to impact the Plaintiffs business operations and revenues within the territorial jurisdiction of this Hon'ble Court, leading to substantial injury being suffered within the territorial jurisdiction of this Hon'ble Court, especially considering the significant revenue generated by the Plaintiff through the consumers / viewers (particularly the substantial Bhojpuri audience) within the territorial jurisdiction of this Hon'ble Court.
>
> **37.** Without prejudice to the aforesaid, at least one of the proper and necessary parties to the present suit, the Defendant No. 3, admittedly carries on business within the territorial jurisdiction of this Hon'ble Court. In the circumstances, and without prejudice to the aforesaid, this Hon'ble Court's leave is also sought for exercise of territorial jurisdiction by this Hon'ble Court under Section 20(6) of the Code of Civil Procedure, 1908.

12.6 A number of agreements have been relied upon, their impact on territoriality may be better appreciated through this table:

S. No.	**Name and Date of the**	**Parties and their addresses**	**Important clause(s)**

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	Agreement	**as found in the recitals**	
1.	Content License Agreement dated 20.11.2019	The plaintiff as the licensee in Mumbai and the defendant no. 2 as the licensor in Patna, Bihar.	Clause 16.12. Governing Law: This Agreement shall be interpreted and construed accordance with the laws of India. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.
2.	Content Licensing Agreement dated 23.09.2020.	The plaintiff as the licensee in Mumbai and the defendant no. 2 as the licensor in Patna, Bihar.	12.1. Governing law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Agreement shall be referred to arbitration, the arbitration shall be conducted in Mumbai in accordance with the Arbitration and Conciliation Act for the time being in force.
3.	Exclusive Content Licensing and Distribution	The plaintiff as the licensee in Mumbai and the defendant no. 2	13.9.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of India. The competent

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	Agreement dated 19.11.2020 (The Principal Agreement)	as the licensor in Patna, Bihar.	courts at Mumbai shall have exclusive jurisdiction in respect of any disputes arising out of this Agreement.
4.	Co-Ownership Agreement dated 23.02.2021	The plaintiff as the licensee in Mumbai and the defendant no. 2 as the licensor in Patna, Bihar.	13.2 Jurisdiction: Subject to the above clause, the Courts of Mumbai Maharashtra, shall have the exclusive jurisdiction to adjudicate upon any or all disputes arising out or in connection with this Agreement.
5.	Exclusive Content Licensing and Distribution Agreement dated 24.09.2022	The plaintiff as the licensee in Mumbai and the defendant no. 2 as the licensor in Patna, Bihar.	12.11 This Agreement shall be governed by and construed exclusively in accordance with the laws of India. The competent courts at Mumbai shall have jurisdiction in respect of any disputes arising out of this Agreement. The Parties acknowledge that it has been represented by independent legal counsel in the preparation of this Agreement.

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6.	License Agreement dated 09.10.2024	Defendant no. 1 as the licensee in Patna, Bihar and defendant no. 2 as the licensor in Patna, Bihar.	n.a.
7.	Content Licensing and Distribution Agreement dated 01.04.2026	The plaintiff as the licensee in Mumbai, defendant no. 2 as the licensor in Patna, Bihar, and defendant no. 3 in Mumbai as the guarantor.	13.12 Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts of Mumbai, Maharashtra, India.

12.7 The dispute at its core involves a breach by defendant no. 2 of its contractual obligations under the various agreements entered into between the plaintiff and defendant no. 2. These agreements were not executed at Delhi. Neither were any of the parties to the said agreements from Delhi. The clauses in these agreements overwhelmingly provide for courts in Mumbai to have exclusive jurisdiction.

12.8 Under para. 36(a), an usual ground is pleaded to claim jurisdiction of this Court. It is stated that the plaintiff's content, which the defendants have claimed to be infringing, is available across streaming platforms which are

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accessible from Delhi. In simpler terms, the plaintiff's content, which as per the plaintiff is legal, is accessible from Delhi. It is when content of the defendant, that infringes the copyright of the plaintiff, gets streamed on the internet that cause of action gets accrues. This Court, simply, cannot understand how the plaintiff's content would constitute a cause of action getting accrued within the local limits of this Court.

12.9 The ground under para. 36(b), has been dealt with by this Court in ***ABD Maestro***. Jurisdiction under Section 20(c) of the CPC cannot be founded on the ground that a party suffers a purported impact within the territory of a given court. Impact from a wrong, in and of itself, does not constitute a part of the cause of action.

12.10 This indeed is one of the most absurd cases where one wonders why this Court is being moved. Nothing at all has happened at Delhi. With multiple agreements entered into between parties, who are in different States, and containing exclusive jurisdiction clauses in favour of Mumbai, this Court being moved *ex facie* amounts to abuse of jurisdiction. Even if access to the infringing material from Delhi amounts to a part of cause of action getting accrued, that is so slender a connection with Delhi, that the suit should not be entertained on grounds of *forum conveniens*. On an analysis similar to that given for CS(COMM)-484-2021, a leave to sue under Section 20(b) also should not be given.

12.11 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20 of CPC. Even if it is assumed that a part of the cause of action has accrued within Delhi, on grounds of *forum conveniens*, the suit ought not to be entertained. Accordingly, the plaint

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deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Nyra Chocolates Pvt. Ltd. v. Dolphin Foods India Limited and Anr.

[CS(COMM)-785/2026]

13. The plaintiff has its registered office in Indore, Madhya Pradesh; defendant no. 1 is in Hyderabad, Telangana; and defendant no. 2 is based in Siwan, Bihar. However, the present suit alleging design infringement in relation to a confectionary jar has been filed in Delhi. The plaintiff's suit is for piracy of its registered design in respect of a '*Jar for Confectionery*' along with a claim for passing off. The plaintiff claims to have conceived, originated and adopted a novel, original and distinctive design for a '*Jar for Confectionery*'.

13.1 The novelty of the said design is contended to reside in its unique shape, configuration and surface pattern. It is alleged that the plaintiff's field force, during routine market surveillance, came across the impugned jars being manufactured and sold by defendant no. 1 purportedly bearing a shape, configuration and surface pattern identical with, and/or an imitation of, the plaintiff's registered design. The plaint, further, claims that the impugned products were being distributed through defendant no. 2, who is stated to be the retailer and wholesaler, and were advertised/offered for sale on defendant no. 1's website.

13.2 Para. 75 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

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"**75.** That, this Hon'ble Court has the territorial jurisdiction to entertain, try and adjudicate upon the present suit, on the following, amongst other, grounds:

a. That the Defendant No. l's Impugned Jar / Impugned Products are being manufactured, marketed, advertised, distributed, offered for sale and sold, both directly and through its distributors, dealers, retailers such as Defendant No. l and through online channels (including the Defendant's website www.oshonindia.com and various e-commerce/social-media platforms), to consumers and to the trade situated within the territorial jurisdiction of this Hon'ble Court, viz. within the NCT of Delhi, and the said Impugned Products are also available for purchase at retail and wholesale outlets situated within the said jurisdiction, specifically in the markets of Badarpur, Lajpat Nagar, Govindpuri, Sarita Vihar and Amar Colony;

b. That pursuant to enquiries and the trap order placed by the Plaintiffs representative with the Defendant No. 2, the Impugned Products manufactured by the Defendant No. 1 and distributed by the Defendant No. 2 were duly despatched and delivered at Badarpur, South East Delhi, well within the territorial jurisdiction of this Hon'ble Court, and accordingly a substantial and material part of the cause of action *qua* the present suit has arisen within the said jurisdiction.

c. That the Defendant No.1 has advertised and is offering for sale the Impugned Products through interactive online platforms which are accessible to, and accessed by, consumers situated within the territorial jurisdiction of this Hon'ble Court, who are able not only to view the said advertisements but also to place orders for the Impugned Products from within the said jurisdiction, through the given 'contact us' page, thereby constituting a distinct and independent cause of action within the territorial jurisdiction of this Hon'ble Court;

d. That the Plaintiffs goods packaged in the subject Jar are sold and marketed within the territorial jurisdiction of this Hon'ble Court, and the Plaintiff has substantial goodwill and reputation amongst the consuming public situated within the said jurisdiction, which goodwill and reputation is being damaged by the Defendants' piratical and infringing activities, and accordingly the Plaintiff is suffering injury within the territorial jurisdiction of this Hon'ble Court."

13.2 Insofar as the trap transaction is concerned, the plaintiff has placed on record document no. 15 (colly.) containing a "*Bill of Supply*" addressed in

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favour of one Shyam Enterprises having the address Badarpur, Delhi. This bill narrates MNS Trading is an authorised dealer of Dolphin Food India Ltd. The pleading made in relation to this transaction reads as under:

> "**36.** That, simultaneously and in order to procure tangible physical evidence of the Defendants' piratical activities and the channel through which the same were being diffused into the Delhi market, the Plaintiffs representative placed an order with the Defendant No. 2 for the Impugned Products, pursuant to which the Defendant No. 2 duly manufactured, dispatched and delivered the said Impugned Products at Badarpur, New Delhi, well within the territorial jurisdiction of this Hon'ble Court. Copy of the purchase invoice in respect of the said purchase, along with photographs of the actual Impugned Products so received, are being filed along with the separate list of documents and marked as 'Document-15'. The original physical samples of the Impugned Products so procured will be produced before this Hon'ble Court at the appropriate stage of the proceedings."

13.3 For the following reasons, on the basis of this transaction, no jurisdiction at all can be made out for this Court: *firstly*, the absence of, and material defects in, pleadings. The bill neither bears the signature of the customer nor of the seller/supplier. How was the transaction, which the plaintiff admits was a "*trap*" set up? What interaction took place between the agent of the plaintiff and the defendant no. 2 is completely unknown. The decision of this Court in ***Banyan Tree*** requires trap transactions to be discarded unless they are fair. In ***ABD Maestro***, two facets of what this fairness may be, and the circumstances in which such transactions may be permissible, were explained. In order to test such a transaction on the anvil of fairness, requisite pleadings are to be made that facilitate such an evaluation by the Court. In the absence of it, no credence or weight at all can be given to such a transaction.

13.4 *Secondly*, even if the transaction is assumed to be fair, a perusal of the bill would reveal that courier/delivery charges were paid by the plaintiff's

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agent, who acted on behalf of the plaintiff. A delivery of the goods on the freight carrier who procured the goods from Bihar, shall be deemed delivery upon the plaintiff, at Indore, Madhya Pradesh. Reliance may be placed on ***Glen Raven Mills***,[15] and ***ABD Maestro***. The delivery, thus, was made at Indore and not at Delhi.

13.5 *Thirdly*, even if the transaction is assumed to be fair, the bill itself narrates "*All disputes subject to Siwan Jurisdiction only*". If the plaintiff contends the place of delivery to be the place where cause of action, in part, has accrued, it would naturally also accrue at Siwan, Bihar where defendant no. 2 carries on its business, and from where the delivery was sent. Resultantly, the exclusive jurisdiction clause, would oust the jurisdiction of this Court. Reliance may be placed on the decision of the Supreme Court in ***New Moga***[16] which in turn relied upon ***Patel Roadways***[17]. One party, would, resultantly, be outside the jurisdiction of this Court. In such a circumstance, if at all, Section 20(b) was to be invoked, the "*leave of the court*" would not be granted as it would amount to forcing a party to defend a suit at a forum which it had explicitly excluded in its bill. As the discussion below would reveal, this court is also not the *forum conveniens* to adjudicate the *lis*. On this ground also leave would not be granted.

13.6 While the plaintiff has stated that the impugned products are "*available for purchase at retail and wholesale outlets situated within the said jurisdiction, specifically in the markets of Badarpur, Lajpat Nagar, Govindpuri, Sarita Vihar and Amar Colony*", there is nothing on record to

[15] 1995 SCC OnLine Del 724.
[16] (2004) 4 SCC 677.
[17] (1991) 4 SCC 270.

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support these averments. In ***Indovax***,[18] this Court while returning the plaint noted "*the plaintiff only states that the goods of the defendants are available for sale in Delhi but this averment is not supported by any documentary evidence.*" The Supreme Court in ***Manjula***[19] as noted in ***ABD Maestro*** has also exhorted that empty averments in the plaint ought to be pierced. The shield of the demurrer doctrine cannot be used to facilitate forum shopping, make a mockery of jurisdictional rules, and render nugatory the concept of a court's *local limits*.

13.7 Lastly, even if access to a website or a sole transaction at Delhi was to form part of a cause of action. It remains only a slender, fractional, and miniscule part of the cause of action. There is nothing in the entirety of the plaint that would explain the cause to sue at Delhi. The material, integral and essential parts of the cause of action have accrued at Indore, Madhya Pradesh and Hyderabad, Telangana.

13.8 The plaintiff has its registered office in Indore, Madhya Pradesh; defendant no. 1 is in Hyderabad, Telangana; and defendant no. 2 is based in Siwan, Bihar. Importantly, the cease and desist notice was sent by the plaintiff from Gwalior, Madhya Pradesh to defendant no. 1, who in turn responded from Secunderabad, Hyderabad. What warrants the plaintiff to lift itself from Madhya Pradesh to come to Delhi is unknown.

13.9 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20 of the CPC and Section 134(2) of the Trade Marks Act. Accordingly, the plaint deserves to be returned to the

[18] 2017 SCC OnLine Del 9393.
[19] 2026 INSC 465.

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plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

13.10 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20 of CPC. Even if it is assumed that a part of the cause of action has accrued within Delhi, on grounds of *forum conveniens*, the suit ought not to be entertained. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

Dr. Reddy's Laboratories Limited v. Razenta Pharmaceuticals Pvt. Ltd.

[CS(COMM)-1176/2026]

14 The plaintiff has its registered office at Hyderabad, Telangana and a branch office at New Delhi. The defendant has its registered office at Madhya Pradesh and a branch office at Maharashtra. The plaintiff's suit is for trademark infringement and passing off. It is contended that the plaintiff coined and adopted the Trade Mark "DAPLO", for the sale of its medicine containing the salt Dapagliflozin. The defendant is stated to have adopted the trade mark "DAPLOGIN" in relation to identical set of goods, which allegedly infringes the plaintiff's registered mark and passes off the defendant's goods as those of the plaintiff's.

14.1 Para. 38 of the plaint contains the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**38.** This Hon'ble Court has jurisdiction to entertain and try the present suit under the virtue of:
>
> **a)** Section 20 of the Code of Civil Procedure, 1908, as the Defendant is carrying on its business within the jurisdiction of this Hon'ble Court

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through its interactive website www.razenta.com where the product bearing the mark DAPLOGIN with its packaging is prominently displayed/listed. The Defendant is further carrying on/selling/promoting business and medicinal products, including the impugned product, in Delhi through its distributors and chemist shops located in Delhi. Further, the products bearing the impugned mark are being promoted through online pharmacies including Tata 1 MG, Apollo Pharmacy, and eMedicalwala that supplies products bearing the impugned mark to customers based within the territorial jurisdiction of this Court. The Plaintiff's representative was able to successfully initiate and conclude a transaction for the purchase of the Impugned product from New Delhi, i.e., within the territorial jurisdiction of this Hon'ble Court on the e-pharmacy platform emedicalwala.com. Specifically, the Plaintiff's representative placed an order from New Delhi of the Impugned Product on September 10, 2026. On the same day, the Plaintiff's representative was issued invoice no. 104372 from the e-pharmacy platform, and such invoice was received by the Plaintiff's representative in New Delhi. On September 15, 2026, the e-pharmacy platform successfully delivered the infringing goods under the mark DAPLOGIN to an address in New Delhi within the territorial jurisdiction of this Hon'ble Court. Thus, all acts, ranging from the initiation of the said transaction/purchase to the conclusion of such transaction by delivery of the infringing product, took place in New Delhi, i.e., within the territorial jurisdiction of this Hon'ble Court. The Defendant is therefore targeting customers in Delhi for purchasing the Impugned Product and accordingly, is carrying on its business of selling and/or offering for sale of various pharmaceutical products including the impugned product targeting the customers based within the jurisdiction of this Court. The Defendant's registration is without territorial limitation and has right to sell throughout India including within the jurisdiction of this Hon'ble Court. Thus, the cause of action has arisen within the jurisdiction of this Hon'ble Court to entertain and try the present suit. It is therefore submitted that this Hon'ble Court has the necessary jurisdiction to try and entertain the present suit by virtue of Section 20 of the Code of Civil Procedure, 1908.

b) Section 134 of the Trade Marks Act, 1999, as the Plaintiff has its corporate office situated at 91 Springboard, B1/H3 Mathura Road, Block B, Mohan Cooperative Estate, Badarpur, New Delhi - 110044. The Plaintiff is carrying on business and voluntarily working for gain in Delhi, and the Plaintiff is extensively selling its product within the jurisdiction of this Hon'ble Court through a network of dealers and distributors. Furthermore, its DAPLO product is available at several chemist shops and online pharmacies within the jurisdiction of this Court.

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> **c)** The Plaintiff also invokes the jurisdiction of this Hon'ble Court within the meaning of Section 19 of the Code of Civil Procedure, 1908, as the Defendant, by continuing to manufacture, market, distribute, offer for sale and sell pharmaceutical products under the Impugned mark DAPLOGIN within the jurisdiction of this Hon'ble Court, has committed acts of infringement and passing off. In other words, such wrong has been done within the local limits of the jurisdiction of this Hon'ble Court. Thus, causing harm and injury to the Plaintiff in Delhi."

14.2 The mischief sought to be redressed in ***Sanjay Dalia***[20] was of the plaintiff filing a suit at the place of its sub-ordinate office without any reference to the place where cause of action has accrued. Resultantly, the explanation to Section 20(a) of the CPC was infused into 134(2) and 62(2) of the Trade Marks Act and Copyright Act respectively. The plaintiff could ordinarily file at its principal office, which as noted in para. 16 of ***Sanjay Dalia***, was the place of its registered office. It could also file at its sub-ordinate office provided cause of action also accrues at that place. This careful scheme was taken note of by Badar Ahmed J. in ***Ultra Home Construction***,[21] where through the means of a table, in para. 14, a Division Bench of this Court, explained the additional avenue available to a plaintiff.

14.3 Since a relief for passing off has also been prayed for, reliance on the special provisions cannot be placed. Even otherwise, since the plaintiff under the specialised provisions intends to file the suit at its sub-ordinate office, it must also be established that cause of action also has accrued within the local limits of this Court. Under clause (a) of Section 20 of the CPC, the plaintiff could have filed at the place where the defendant carries on its business. The principal and registered office of the defendant is in Indore, Madhya Pradesh. The suit could have been agitated before the courts

[20] (2015) 10 SCC 161.
[21] 2016 SC OnLine Del 376.

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at Indore, Madhya Pradesh. Under clause (a) of Section 20 read with the explanation to the said provision, a suit could also be filed at the place where the defendant has its sub-ordinate office, provided cause of action also accrues at that place.

14.4 The plaintiff has averred that the defendant is carrying on business through its distributors and chemist shops located in Delhi. There is no document placed on record to support this averment. In ***Indovax*** this Court while returning the plaint noted "*the plaintiff only states that the goods of the defendants are available for sale in Delhi but this averment is not supported by any documentary evidence.*" The Supreme Court in ***Manjula*** as noted in ***ABD Maestro*** has also exhorted that empty averments in the plaint ought to be pierced. The shield of the demurrer doctrine cannot be used to facilitate forum shopping, make a mockery of jurisdictional rules, and render nugatory the concept of a court's *local limits*. Such averments, therefore, will not be sufficient to conclude that the defendant is carrying on business in Delhi. As noted in ***ABD Maestro***, the mere accessibility of websites having the impugned product also does not constitute carrying on of business.

14.5 Even otherwise, the mere carrying on of business by the defendant as per the standards of ***Dhodha House***,[22] as well, may not be sufficient to satisfy the Section 20(a) standard. A company does in fact carry on business, in the common parlance meaning of this expression, at its sub-ordinate office. But that alone is not sufficient. The law requires the cause of action

[22] (2006) 9 SCC 41.

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to also accrue at the sub-ordinate office, or at any place where business is carried on, apart from the place of the principal office.

14.6 It, thus, remains to be seen whether a cause of action has accrued for trade mark infringement and the tort of passing off. The ***Banyan Tree*** standard governs the field. The requirement of the test laid down in ***Banyan Tree*** is that the plaintiff must demonstrate some transaction entered into by the defendant with a user of its website within the forum state resulting in an injury or harm to the plaintiff within the forum state. The transaction invoice placed on record by the plaintiff is a sale made by EMEDICALWALA which is at Bhopal, Madhya Pradesh, in favour of one Ms. Meenal Khurana, residing in Delhi. It is a single transaction. At the outset, it may be seen that a sole transaction between a defendant and a person set up by the plaintiff is not sufficient to confer jurisdiction on a given court.[23] Even otherwise, the said transaction was neither concluded on the defendant's website nor was it with the defendant. EMEDICALWALA is not the defendant. The dictum of ***Banyan Tree*** requires a transaction with the defendant. Cause of action, wholly or in part, thus has not accrued within the jurisdiction of this court for the infringement of trademark and/or the tort of passing off.

14.7 Insofar as the reliance placed on Section 19 of the CPC is concerned, it may be noted that reliefs in addition to compensation have been prayed for. Even if it is assumed, that jurisdiction for compensation is made, reliefs pertaining to injunction have to be independently satisfied on the touchstone of Section 20. Further, the reliance on Section 19 of the CPC is made to contend that the "*wrong*" has occurred in Delhi, as its effects are being felt

[23] Para. 57 of ***Banyan Tree***.

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in Delhi. The underlying premise of this argument is that wherever be the wrong committed, at all such places where the plaintiff has its presence, effects are being felt which constitute "*wrong*" under Section 19 of the CPC. If this is the case, the dictum of this Court in ***Sameer Dnyandev Wankhede v. Red Chillies Entertainments Pvt. Ltd.***,[24] shall have full force. The *Merger Rule* as expounded in the said decision shall apply, and the common place where the wrong has occurred and the defendant also resides/carries on business, shall be the only place where a suit could be instituted.

14.8 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20 of the CPC and Section 134(2) of the Trade Marks Act. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite jurisdiction, if so advised.

Plusplus Lifescience LLP and Ors. v. Myown Healthcare Private Limited and Anr.

[CS(COMM)-251/2026]

15 Plaintiff no. 1 has its registered office at Noida, Uttar Pradesh. Plaintiff nos. 2 and 3 are the directors of plaintiff no. 1 and also reside at Noida, Uttar Pradesh. Defendant no. 1 has its registered office in Mumbai, Maharashtra while defendant no. 2 has its registered office in Dehradun, Uttarakhand. The plaintiff's suit is a *quia timet* action filed for patent and trademark infringement along with a claim for passing off.

15.1 It is contended that the plaintiff is the registered proprietor of Indian Patent No. 436713 titled as "*Multi Micronutrient 3-Stage Course for*

[24] 2026:DHC:701.

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Trimester in Pregnancy". This patent is intended to provide a solution to pregnant women as per their needs in different trimesters. The plaintiff is also stated to be the registered proprietor of the trademark "TRIMACARE". Contending that the defendants are about to launch products infringing the trademark and patent of the plaintiff the suit was filed.

15.2 Paras. 59 and 60 of the plaint contain the grounds on the basis of which jurisdiction of this Court is sought to be invoked, it reads as under:

> "**59.** This Hon'ble Court has the necessary jurisdiction to try and entertain the present suit since:
>
> **a)** The present suit is a *quia timet* action initiated against the Defendants. There is a credible threat that the Defendants will soon launch their products in Delhi.
>
> **b)** A part of the cause of action has arisen within the territorial jurisdiction of this Hon'ble Court as the field force of the Plaintiffs obtained the samples of the infringing product from the Doctors in Delhi, hence, this Hon'ble Court has the appropriate jurisdiction to entertain the present suit;
>
> **c)** A part of the cause of action has further arisen within the territorial jurisdiction of this Hon'ble Court as the website of the Defendant No. 1, marketing the infringing products is accessible within the jurisdiction of this Hon'ble Court. Anyone situated within the territorial jurisdiction of this Hon'ble Court can access the Defendant No. l's website, contact them and can place Order for the same, making this Hon'ble Court appropriate fora for initiating the present suit.
>
> **d)** The Defendant has numerous commercial arrangements with various entities by virtue of which they may supply and are capable of supplying the infringing product covered by the suit patents to various entities/companies located within the jurisdiction of this Court.
>
> **60.** Thus, on account of the above factors, this court has territorial jurisdiction to try and entertain the present suit by virtue of the Code of Civil Procedure, 1908."

15.3 An application came to be filed by defendant no. 2 bearing I.A. No. 28471/2026 under Order VII Rule 10 of the CPC seeking the return of the

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plaint on grounds of territorial jurisdiction. On this application, arguments were heard and order was reserved.

15.4 The following material averments are also made in the plaint:

> "**38.** That Defendant No. 2 i.e., Ishaanav Nutraceuticals Pvt. Ltd. is a company incorporated in the year 2016. As per the products made available as samples in the market, Defendant No. 2 is engaged in manufacturing of the infringing composition.
>
> **39.** It is submitted that the Plaintiffs were informed by their field forces that the Defendants are manufacturing the composition protected by claim 1 of IN'713 and are in process of launching the said product under the infringing trademark "Trimass 1, Trimass II and Trimass III".
>
> **40.** The Plaintiff, in the last week of January 2026, learnt through its field executives that the Defendant No. 1 is advertising, offering for sale the formulation manufactured by Defendant No. 1 under the infringing trademarks Trimass I, Trimass II and Trimass III which is protected by the Suit Patent. The product package shows the manufacturer as Defendant No. 2. Immediately, the Plaintiff conducted an investigation, and it was found that said product would be marketed by Defendant No. 2, and Defendant No. 2 has already floated the samples of the infringing products in the market branded under the infringing trademark Trimass I, Trimass II and Trimass III before its launch. …
>
> **41.** The field force of the Plaintiffs secured such samples of the infringing products and were shocked to see that the composition as specified on the packaging of infringing product Trimass I, Trimass II and Trimass III is almost identical to the suit patent IN'713.
>
> ****
>
> **57.** The cause of action further arose when, in the regular course of business, the Plaintiffs' field force became aware, through the doctors practicing in Delhi, that the Defendants were sampling and distributing the infringing products to doctors in preparation for their launch. The Plaintiffs' field force subsequently obtained samples of the infringing product being marketed by the Defendants prior to its official launch."

15.5 In support of these averments the plaintiff has placed on Document No. 32 which is "*Photocopy infringing products Trimass 1, trimass 2 and*

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Trimass 3 showing detailed composition of the infringing products along with true typed copy".

15.6 After giving anxious thought to the averments made in the plaint, this Court believes that the plaint in this suit is one of the most cleverly drafted narration of events, intended to tell some, but hide most. Cause of action for a *quia timet* action has in fact accrued. The question is whether it has accrued within Delhi.

15.7 Paras. 38 and 39 of the plaint plead that defendant no. 2 is engaged in the manufacturing of the infringing composition. This activity is being undertaken at Dehradun, Uttarakhand. Para. 40 recites that the plaintiff became aware through its field executives that defendant no. 1 is advertising, offering for sale, the formulations manufactured by defendant no. 1. The question remains where is this happening? The plaint does not specify. It is further pleaded that the plaintiff conducted an investigation and found samples of the products. Again the question remains where the samples found?

15.8 Para. 57 in the plaint appears to be the only pleading where Delhi by name comes into the picture. It is averred that the plaintiff's field force became aware, through doctors in Delhi, that the defendants were sampling and distributing the infringing products to doctors in preparation for their launch. Naturally, an averment by a third party would not itself be sufficient to meet the requirements of a *quia timet* action. Thus, in para. 57 the plaintiff has further pleaded that the field force subsequently obtained samples of the infringing product being marketed by the defendants. Again the persistent question remains? From which place was this received.

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15.9 Even the name given to Document No. 32 is Photocopy of the infringing products and not copy of the samples received from Delhi or a like formulation. As a whole the plaint appears to be one of the prime examples of brilliantly clever drafting. Consciously, certain aspects have been pleaded while others are omitted. This is a fit case to apply the dictum of ***Manjula*** and pierce through the clever drafting made in the plaint. Cumulatively, while the plaintiffs have a cause of action to sue for a *quia timet* action, they have not been able to establish jurisdiction for a suit at Delhi. In the absence of specific activities taking place at Delhi, a forum unconnected with the plaintiffs and defendants, jurisdiction of this Court cannot be invoked merely because the suit is in the nature of a *quia timet.* The plaintiff could and ought to file and its natural and more appropriate forum.

15.10 In view of the foregoing reasons, territorial jurisdiction of this Court is not made out under Section 20(c) of CPC. Accordingly, the plaint deserves to be returned to the plaintiff, which may be presented before the Court having the requisite territorial jurisdiction, if so advised.

III. A BRIEF DISCUSSION ON FORUM CONVENIENS

16 Before parting, a brief discussion may be made on the doctrine of forum conveniens, which has been held in ***ABD Maestro*** to be part of the jurisdictional analysis undertaken for IP suits.

17 As noted in ***ABD Maestro***, today, suits ought to be tested on the ground of *forum non conveniens*. The development in law was captured in

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eloquent words by Lord Denning MR in ***Smith Kline & French Laboratories Ltd. v. Block***,[25] the material portion of which reads as under:

> "*The law*
> It often happens that a plaintiff is entitled to bring proceedings in two or more jurisdictions. Sometimes it is said that the choice is his. He can choose whichever of them suits him best. If he can get more damages in one than he can in the other, then good luck to him. Let him go there. If he will be met by a time bar in one and not in the other, let him go to the one where he is not barred. If it is more convenient for the plaintiff in one than it is for the defendant, then the plaintiff can choose. You need not spin a coin between the two contestants. It always comes down in favour of the plaintiff, so it is said, unless the defendant can prove that it would work an injustice to him. That was the way the English Court of Appeal approached the problem in St. Pierre v. South American Stores (Gath & Chaves) Ltd., (1936) 1 KB 382, [1935] All ER Rep 408 and the Supreme Court of Illinois approached it in James v. Grand Trunk Western Railroad Co., (1958) 152 NE 2d 858. … The basis of all this reasoning has now been removed. In England by the House of Lords in MacShannon v. Rockware Glass Ltd., (1978) 1 All ER 625, [1978] AC 795. In the United States by the Supreme Court in Piper Aircraft Co. v. Reyno, (1981) 454 US 235. **The plaintiff has no longer an inborn right to choose his own forum. He no longer wins the toss on every throw. The decision rests with the Courts. No matter which jurisdiction is invoked, the Court must hold the balance between the plaintiff and the defendant. It must take into account the relative advantages and disadvantages to each of them: not only the juridical advantages and disadvantages, but also the personal conveniences and inconveniences: not only the private interests of the parties but also the public interests involved. The Court decides according to which way the balance comes down.** …"

(Emphasis supplied)

18 The enforcement of fundamental rights under the Constitution, which are intended to protect life and liberty, is made subject to the doctrine of *forum conveniens*. Even when deprivation of liberty is made out, and a right as sacred as a fundamental right is sought to be enforced, the court, despite

[25] (1983) 1 WLR 730.

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having jurisdiction to grant the relief prayed for, can invoke the doctrine of *forum conveniens* and refuse to entertain the petition.

19 Is a common law right of passing off more sacred than the rights guaranteed by Articles 14, 19, and 21 of the Constitution? The answer lies in the negative. Are impediments to and restrictions on the enforcement of fundamental rights more acceptable than those imposed on the enforcement of statutory or common law rights protecting IP? The answer appears to be in the negative. Indeed, the High Courts of Calcutta, Bombay and Madras, routinely invoke this doctrine while adjudicating a civil suit and testing it on the anvil of Clause 12 of their respective Letters Patent.

IV. ORDER

20 For the reasons discussed above, the plaints in CS(COMM) 973/2026, CS(COMM) 350/2026, CS(COMM) 1060/2026 CS(COMM) 1054/2024, CS(COMM) 609/2024, CS(COMM) 484/2021, CS(COMM) 1208/2026, CS(COMM) 785/2026, CS(COMM) 1176/2026 and CS(COMM) 251/2026 are returned to the respective plaintiffs under Order VII Rule 10 read with Section 151 of the CPC, for presentation before the appropriate courts, if so advised. Pending applications, if any, in these suits stand disposed of.

21 Liberty is granted to the plaintiffs to apply for appropriate directions under Order VII Rule 10A of the CPC.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

NOVEMBER 19, 2026
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