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

CNR No. DLHC010390962026

+ **CS(COMM) 915/2026 & I.A. 22749/2026 I.A. 22750/2026**

I.A. 22751/2026 I.A. 22752/2026 I.A. 22753/2026 I.A. 22754/2026

DR ALIES PROFESSIONAL THROUGH ITS PROPRIETOR MR

BHAVIK HASMUKHBHAI PATOLIYA Plaintiff

Through: **Mr. Anil Kumar Yadav and Ms.
Sandhya Chaturvedi, Advocates.**

versus

MR JIVANBHAI BHAGVANBHAI SANGADHIYA PROPRIETOR

DR ALESTIA & ORS. Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE A. J. BHAMBHANI

ORDER

% **21.08.2026**

At the outset, it is noticed that all parties to the present suit are based outside of Delhi.

2. As per the memo of parties, the plaintiff and defendants Nos.1 and 2 are all based in Surat, Gujarat; and defendants Nos.3 and 4 are based in Bengaluru, Karnataka.
3. Upon being queried as to how the present suit is maintainable within the territorial jurisdiction of this court, learned counsel appearing for the plaintiff submits that defendants Nos.1 and 2 are selling the allegedly infringing products not just on retail in Surat but also on



online platforms such as ‘*Flipkart*’ and ‘*Meesho*’; and through these platforms, goods can be ordered and delivered to *any location* in the country, *including* Delhi.

4. When specifically queried, as to why the plaintiff has approached this court, out of the various courts that according to the plaintiff himself, would have territorial jurisdiction in the present matter, counsel submits that the plaintiff has ordered the allegedly infringing product *via Flipkart* to be delivered to an address in Delhi.
5. In support of this submission, counsel has drawn attention to certain bills of supply and tax invoices, copies of which have been filed alongwith the plaint.
6. It is observed that the bills of supply and tax invoices show that the products ordered are ‘billed to’ and ‘shipped to’ one Mr. Anil Yadav and as per the bills of supply the goods are to be delivered to an address at Pitampura, New Delhi.
7. On query, as to the identity of Mr. Anil Yadav, learned counsel for the plaintiff informs that the filing and arguing counsel for the plaintiff in the present case is himself Anil Yadav.
8. Ergo, it is the plaintiff’s contention that ordering the allegedly infringing products from Surat, Gujarat *via* Flipkart to Delhi (with Flipkart being headquartered in Bengaluru, Karnataka) is sufficient basis for establishing territorial jurisdiction of this court over the matter.
9. In effect, therefore, the argument on behalf of the plaintiff is that an odd transaction of ordering infringing goods to the address of the Advocate who has filed the case, would vest jurisdiction in this court.



In the opinion of this court, if this position is accepted, the practical effect would be that *territorial jurisdiction would vest in the court before which the lawyer for the plaintiff practices*. Quite apart from the fact that such an argument must be heard only to be rejected, this would amount to permitting parties to *concoct* territorial jurisdiction in a court of their choice, which is wholly untenable in law. Such a position would do violence to the settled law on section 20(c) of the Code of Civil Procedure, 1908 ('CPC').

10. Given the facts of the present case, this court finds it opportune to also cite a Division Bench judgment of this court in ***Banyan Tree Holding (P) Ltd. vs. A. Murali Krishna Reddy***¹, in which this court has *inter-alia* held as follows:

57. Reverting to the present case, the position that emerges from the above judicial decisions is that while in trade mark and infringement cases, trap orders or trap transactions may be used as evidence, the fairness of such transactions is a relevant factor to be considered. Other relevant factors would be the nature of goods or services offered for purchase on the internet. If they require the customer to further physically verify their quality then the mere purchase of such goods through a trap transaction may not be treated as being sufficient evidence of infringement. The facts of each case will determine whether the trap transaction is a fair one and has resulted in a purchase on the internet of goods or services. A lone trap transaction will not be sufficient evidence of infringement or passing off. For the purposes of establishing that a part of the cause of action arose within the jurisdiction of the court, the Plaintiff would have to show that the defendant has purposefully availed of the jurisdiction of the forum court by entering into a commercial transaction with an

¹ 2009 SCC OnLine Del 3780



internet user located within the jurisdiction of the forum court. This cannot possibly be a solitary trap transaction since that would not be an instance of “purposeful” availment by the defendant. It would have to be a real commercial transaction that the defendant has with someone not set up by the Plaintiff itself. If the only evidence is in the form of a series of trap transactions, they have to be shown to be obtained using fair means. The Plaintiff seeking to establish jurisdiction on the basis of such trap transactions would have to aver unambiguously in the plaint, and also place along with it supporting material, to prima facie show that the trap transactions relied upon satisfy the above test....

(emphasis supplied)

11. In view of the above, this court is not inclined to entertain the present suit within its territorial jurisdiction.
12. The plaint is accordingly returned under the provisions of Order VII Rule 10 of the CPC, to be presented before the court having competent territorial and subject matter jurisdiction.
13. The Registry is directed to take steps for return of the court fee paid on the plaint, as per rules, within 10 days of the plaintiff approaching them for the purpose.

A. J. BHAMBHANI, J

AUGUST 21, 2026/ak