

OCD-6

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
SPECIAL JURISDICTION (CONTEMPT)
ORIGINAL SIDE

CC-IPD/1/2025

PANKAJ PLASTIC INDUSTRIES PRIVATE LIMITED
-VS-
ANITA ANU

BEFORE:
The Hon'ble JUSTICE KRISHNA RAO
Date : September 18, 2025.

Appearance:
Mr. Sarosij Dasgupta, Adv.
Mr. Biswaroop Mukherjee, Adv.
Mr. Avijit Dey, Adv.
... for the plaintiff/petitioner

Ms. Susrea Mitra, Adv.
Ms. Bhawna Tekriwal, Adv.
... for the defendant/alleged contemnor

1. The plaintiff has filed the present contempt application on the allegation that the alleged contemnor has deliberately and willfully violated the interim order passed by this Court dated 1st October, 2024. The plaintiff has relied upon pages 420, 421 and 422 i.e., the photographs, showing the product Poly-Punkaj was stored in the shop namely, Maa Bhawani Enterprises Private Limited, situated at 8, Canning Street, First Floor, Room No.108A, Kolkata. The page no.422 is the tax invoice issued by Maa Bhawani Enterprises Private Limited in favour of Adyamaa Hardware with regard to sale of polythene delivery pipe Poly-Punkaj dated 12th March, 2025.

2. Relying upon the said documents, the plaintiff submits that by an order dated 1st October, 2024, this Court has restrained the defendant and their men, servants, agents, assigns, dealers and distributors or anyone claiming on behalf of the defendant from passing off the artistic representation of the plaintiff's registered trademark "PANKAJ" deceptively similar to the artistic manner, by selling, manufacturing, marking, advertising or otherwise dealing in any goods or services under the impugned trademark "POLY-PUNKAJ" or under the same label as that of the plaintiff or any other label or trade dress which is identical or deceptively similar or an obvious imitation of the artistic manner as that of the plaintiff's registered trademark, "PANKAJ FLEX" then "PANKAJ FLEXY" and "PANKAJ" involving the word "PANKAJ" till 22nd November, 2024.

3. Learned counsel for the plaintiff submits that the interim order was extended from time to time and on 12th March, 2025, the interim order was in existence but the defendant has violated the order passed by this Court by selling the product of the plaintiff.

4. *Per contra*, learned Advocate appearing for the alleged contemnor submits that though this Court while having the determination has passed the order dated 1st October, 2024, but subsequently the determination of this Court with regard to the intellectual property matter has been assigned to other Court and thus, the contempt application is not maintainable before this Court.

5. Learned counsel for the alleged contemnor further submits that the contemnor has not violated any order passed by this Court. She has relied

upon the photographs and the invoices which the plaintiff has disclosed in the present contempt application by alleging that the alleged contemnor has violated the order. She has referred to the paragraph 18 of the injunction application of the plaintiff being GA/1/2025 wherein, the plaintiff has stated that the products of the plaintiff are sold to the distributors or dealers, amongst farmer, layman and mostly the people belong from rural India and the customers of the plaintiff purchase such products from the market for the purpose of using the same for cultivation since its inception, both within outside the aforesaid jurisdiction. She has relied upon the annexures disclosed in paragraph 18 of the injunction application which are marked as annexure K appearing at page nos.224, 230, 231, 235 and 243, wherein it reveals that the plaintiff namely, Pankaj Plastic Industry has supplied the materials to Maa Bhawani Enterprises Private Limited.

6. Relying upon the said documents, learned counsel for the contemnor submits that if it is the case of the plaintiff that the plaintiff has supplied the materials to Maa Bhawani Enterprises Private Limited for selling of the materials by Maa Bhawani Enterprises Private Limited, question of violation of the interim order passed by this Court does not arise

7. Learned counsel for the alleged contemnor submits that the document which the plaintiff relied upon alleging that the alleged contemnor has violated the order is a manufactured one and the document is in no way connected with the alleged contemnor. She submits that the plaintiff has not disclosed any document to show the alleged goods supplied by the alleged contemnor to Maa Bhawani Enterprises Private Limited.

8. Heard the learned counsel for the respective parties and perused the materials on record.

9. This Court by an order dated 1st October, 2024, passed the ad interim order of injunction, which reads as follows :

“Accordingly, the defendant, her men, servants, agents, assigns, dealers, distributors and/or anyone claiming on behalf of the defendant are restrained from passing of the artistic representation of the plaintiff's registered mark 'PANKAJ' deceptively in the artistic manner by selling, manufacturing, marketing, advertising and/or otherwise dealing in any goods or services, under the impugned trademark 'POLY-PUNKAJ' or under the same label as that of the plaintiff, or under any other label or trade dress which is identical or deceptively similar or an obvious imitation of the artistic manner as that of the plaintiff's registered trademarks 'PANKAJ FLEX', 'PANKAJ FLEXY' and 'PANKAJ' involving the word 'PANKAJ' till 22nd November, 2024.”

10. It is not denied that the defendant is not having the knowledge of the said order. The specific defense taken by the alleged contemnor in the contempt application is that the contemnor has not violated any order passed by this Court and the contemnor has not sold the materials of the plaintiff in the market after the interim order passed by this Court.

11. In paragraph 18 of the injunction application the plaintiff has made the following the statement :

18. The petitioner is operating its business under the said Pankaj marks since 1976 in an uninterrupted and continuous manner. The products of the petitioner are sold through distributors and/or dealers, amongst farmers and layman and mostly belong from the rural India, and the customers of the petitioner purchase such products from the market, for the purpose of using the same for cultivation since its inception, both within and outside the aforesaid jurisdiction. The copies of the few bills and invoices of the petitioner along with some other documents evidencing the long and

continuous use of the product of the petitioner are annexed hereto and collectively marked with the letter "K".

12. Annexure 'K' which has been relied upon by the plaintiff in the injunction application is appearing at page Nos.224, 230, 231, 235 and 243. This Court has considered the said document and finds that the plaintiff has supplied the materials having the trademark of "PANKAJ SUPERFLEX/ PANKAJ FLEX, PANKAJ SHAKTI SUPPER SUCTION PIPE, PANKAJ FLEX SUCTION PIPE" and other materials to M/s. Maa Bhawani Enterprises Private Limited. The case of the plaintiff is that the Maa Bhawani Enterprises Private Limited sold the goods of the plaintiff having the trademark of the plaintiff on which this Court has passed an order of injunction and the said goods were supplied by the alleged contemnor.

13. Considering the document which the plaintiff has relied upon and filed the present application for contempt, that does not reveal that the said materials/goods were supplied by the alleged contemnor to Maa Bhawani Enterprises Private Limited. The plaintiff has not disclosed any document to prove that the photographs and the invoices which show that Maa Bhawani Enterprises Private Limited sold the goods after the order of injunction was supplied by the alleged contemnor to Maa Bhawani Enterprises Private Limited.

14. Taking in to the consideration of the above aspect, this Court did not find any material to say the alleged contemnor has willfully and deliberately violated the order passed by this Court.

15. Considering the above, this Court is of the view that as the parent order is passed by this Court and it is the specific allegation of the plaintiff that the parent order which was extended from time to time is alleged to have been violated by the alleged contemnor, thus, this Court is of the view that the contempt application filed by the plaintiff is maintainable before this Court.

16. As regards the point of jurisdiction raised by the alleged contemnor, this Court finds that initially on 1st October, 2024, this Court passed the interim order. Subsequently, the determination of this Court has changed but the interim order was extended from time to time. The plaintiff has filed the present contempt application before this Court on the ground that the parent order is passed by this Court and after the change of determination the learned Court has only extended the interim order passed by this Court dated 1st October, 2024.

17. This Court has already held that this Court did not find any materials to say that the alleged contemnor has willfully and deliberately violated the order passed by this Court.

18. Accordingly, CC-IPD/1/2025 is dismissed.

(KRISHNA RAO, J.)