



2025:DHC:10169



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

Date of Decision: 13.11.2025

+ CS(COMM) 448/2025, IAs. 11835-36/2025, 14543/2025, 23546/2025

SANDISK LLC

.....Plaintiff

Through: Mr. Saif Khan, Mr. Shobhit Agarwal
& Mr. Prajiwal Koshwaha,
Advocates.

versus

M/S. WELBORN INDUSTRIES PRIVATE LIMITED & ANR.

.....Defendants

Through: Mr. Shahid Khan, Mr. Shubham Jain,
Mr. Mohit Mudgal & Mr. Shubham
Rajput, Advocates for D-1.

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CORAM:**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA****J U D G M E N T (O R A L)**

1. The present suit has been filed seeking a permanent injunction restraining infringement of trade dress, trademark, unfair competition, smart-copying, and other ancillary reliefs.

2. Damages, and other ancillary reliefs.

Case set up in the Complaint

3. Plaintiff is a globally renowned leader in flash memory storage solutions, which was previously operating under the umbrella of Western Digital Corporation ['Western Digital']. Originally founded in 1988 by Dr. Eli Harari, Sanjay Mehrotra and Jack Yuan, the Plaintiff has been at the forefront of flash memory technology innovation, developing industry-

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Signature Not Verified
Signed of
By: RASHMI
DABAS



leading products such as solid-state drives [‘SSDs’] and embedded storage solutions for consumer electronics, enterprise storage, and data centres.

3.1. The Plaintiff’s product portfolio includes, but is not limited to, Universal Serial Bus [‘USB’] flash drives, Secure Digital [‘SD’] and microSD cards, SSDs, and embedded storage solutions designed for smartphones, tablets, cameras, gaming consoles and enterprise data centres.

3.2. The Plaintiff has been selling its products in the Indian market since 2005 under the SanDisk trademarks. Plaintiff’s earliest trademark registration is for the word mark SanDisk, bearing TM No. 1249761 in Class 9, registered on 14.11.2003. The Plaintiff also holds a subsequent registration for the device mark **SanDisk**, bearing TM No. 2632942 in Class 9, with a registration date of 25.11.2013 [‘Plaintiff’s trademarks’]. Details of Plaintiff’s trademark registrations have been set out in paragraph ‘9’ of the plaint.

3.3. Plaintiff’s global turnover accrued in terms of the sale of its products is Rs. 102.09 crores globally in 2023. The Plaintiff has incurred advertising expenses to the tune of Rs. 57.27 crores globally in 2023.

3.4. Additionally, SanDisk has been published as a well-known trademark by the Indian Trademark Office in its official list of well-known trademarks on 18.03.2024.

3.5. The subject matter of the present suit pertains to the USB Flash Drives, in particular the SanDisk Cruzer Blade flash drives [‘Plaintiff’s flash drives’], and the SanDisk Extreme Pro, SanDisk Ultra and Ultra Plus range of SD cards [‘Plaintiff’s SD cards’] manufactured and sold by the Plaintiff.

Knowledge about Defendant no. 1

3.6. In February 2025, the Plaintiff learnt that Defendant No.1/M/s.



Wellborn Industries Private Limited is engaged in the trading and sale of camera accessories and related equipment.

3.7. Defendant no.2/Directorate General of Foreign Trade is a ProForma Defendant, which has been impleaded by the Plaintiff seeking information pertaining to import records and customs documentation of Defendant no. 1.

3.8. Defendant No.1 is selling products under its sub-brand XANIVO bearing a deceptively similar trade dress [‘impugned products’] as that of the Plaintiff’s products, in particular, the Plaintiff’s flash drives and the Plaintiff’s SD cards.

3.9. Defendant No.1 is promoting its impugned products on various social media platforms and on e-commerce websites such as Amazon.

3.10. Defendant No.1 has also applied for registration in 2024 for two [2] trademarks qua XANIVO in class 9. Details of Defendant No.1’ trademark applications have been set out in paragraph ‘40’ of the plaint.

3.11. Defendant No.1 has blatantly copied several elements of the Plaintiff’s trade dress, such as the colour scheme, unique layout, typography, shape, etc., which, when put together, create a distinct commercial impression. A comparative table demonstrating the copying and malicious adoption by Defendant No.1 has been set out in paragraph ‘50’ of the plaint.

3.12. Being aggrieved by the Defendant’s use of an identical packaging, the Plaintiff filed the present suit.

Court’s Findings

4. This Court has heard the learned counsel for the Plaintiff and perused the record.

5. Summons in the suit and Notice in Plaintiff’s Injunction Application No.11835/2025 were issued vide order dated 09.05.2025. Thereafter,



Counsel for Defendant No. 1 entered appearance on 08.07.2025 and submitted that it has discontinued the impugned packaging since March 2025 and has adopted a new packaging/trade dress. It was further submitted that Defendant No. 1 has no intention to use the impugned packaging in the future. The said submission was taken on record, and Defendant No. 1 was directed to file an affidavit in this regard.

6. Defendant No. 1 has filed two [2] affidavits of undertaking, dated 22.07.2025 and 23.08.2025, having the following primary undertakings:

- a. That the Defendant No. I Company has ceased usage of the impugned packaging/trade dress of its products under the mark XANIVO, which is alleged by the Plaintiff to infringe its trade dress with effect from March 2025, i.e. much prior to the institution of the present suit.
- b. That the said change in packaging was made independently by Defendant No. 1 purely for marketing and strategic business purposes and without admitting or conceding to any of the allegations of infringement, passing off, dilution, or unfair competition made in the Plaint.
- c. That the impugned packaging/trade dress will not be used at any time in the future, whether in relation to 'XANIVO' branded products or otherwise, directly or indirectly.
- d. That Defendant No. 1 has since adopted and launched a new packaging design, and has undertaken that only this packaging shall be used for its flash storage products in future.
- e. That Defendant No.1, acting independently and in good faith, voluntarily ceased usage of the said packaging in or around March



2025, i.e. prior to the institution of the present suit. That Defendant No. 1 has since adopted and launched new packaging for its 'XANIVO' branded products, which is visually distinct, dissimilar, and devoid of any of the features alleged by the Plaintiff to be infringing. The new packaging utilises a completely redesigned layout, typography, and visual identity, and ensures that there is no likelihood of confusion. Representative images of the newly adopted packaging are produced below:





- f. That Defendant no. 1 does not possess or deal in any memory cards under the 'XANIVO' mark bearing any specific packaging or trade dress. However, Defendant No.1 has hereby undertaken that in the event such products are designed or launched in the future, Defendant No. 1 shall not use any trade dress or packaging that adopts the red and black colour scheme simultaneously and exclusively in a manner that may give rise to confusion with the Plaintiff's asserted trade dress.
- g. Defendant No.1 has further undertaken that the overall get-up, layout, and presentation of any future memory card products shall



be distinct and dissimilar to that of the Plaintiff's products, and shall not in any manner mislead or deceive the public.

- h. That Defendant No.1 unequivocally has undertaken that the previous/impugned packaging will not be used.
- i. That in the light of the direction contained in the order dated 01.08.2025 passed by this Court, the Defendant No.1 Company has carried out the necessary changes in the packaging, more particularly changes in the highlighted warranty portion on the reverse side of its product packaging to any colour other than yellow.
- j. That the changes that are carried out by Defendant No.1 are done on the specific directions of this Court. Defendant No.1 clarifies that the yellow highlight on the reverse side of the earlier product packaging was never intended to imitate or infringe upon the Plaintiff's trade dress. That, in compliance with the directions contained in the order dated 01.08.2025, and in the spirit of amicable resolution, the Defendant No.1 has now replaced the yellow highlight in the warranty portion with a red/green/blue/orange highlight based on the colour of packaging, and the same is produced herein below:





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(Front side)

(Back side)



k. That Defendant No.1 has undertaken before this Court that it shall hereafter exclusively use the revised packaging as shown in the preceding paragraph and shall not revert to the earlier yellow-coloured highlight, nor adopt any colour scheme or presentation in a manner likely to cause confusion with the Plaintiff's trade dress.

(emphasis supplied)

7. Learned counsel for the Plaintiff states that the Plaintiff has taken instructions and in view of the two [2] affidavits of undertaking dated 22.07.20225 and 23.08.2025 filed by the Defendants, the Plaintiff will be satisfied if the suit is decreed for the relief of permanent injunction in terms of prayer clauses (a), (b) and (c) and will not press for the remaining reliefs.

8. Learned counsel for the Defendants also agrees with the aforesaid suggestion of the Plaintiff, and accordingly, the following order is being passed with the consent of the parties.

9. This Court hereby accepts the undertakings of Defendant No.1 as recorded in its affidavits. Defendant No.1 shall be bound by the said undertakings. The suit is decreed in terms of prayer clauses 83 (a), (b) and (c) of the plaint. Prayer clause 83(a), (b), and (c) read as under:

(a) An order of permanent injunction restraining Defendant No.1 or any other person acting for and on their behalf from manufacturing, and/or selling, offering for sale, distributing, advertising and/or in any manner whatsoever dealing in the infringing products, 'XANIVO USB FLASH DRIVES', 'XANIVO BOLT SDXC UHS – I CARD', 'XANIVO BLAZE SDXC – UHS-I CARD', 'XANIVO BLAZE PRO SDXC – UHS – II CARD', bearing the impugned trade dress, and/ or from dealing in any other product which may have a trade dress similar to the Plaintiff's trade dress in its 'SanDisk Cruzer Blade',



packaging, and 'SanDisk Cruzer Blade' product shape, and the packaging in the 'SanDisk Extreme PRO', 'SanDisk Ultra', 'SanDisk Ultra Plus' line of products, such that it amounts to an infringement of the Plaintiff's copyright subsisting in the packaging and trade dress of their 'Cruzer Blade' flash drives and, 'Ultra and Ultra Plus', and 'Extreme PRO' line of products.

(b) An order of permanent injunction restraining Defendant No.1 or any other person acting for and on his behalf from manufacturing, and/or selling, offering for sale, distributing, advertising and/or in any manner whatsoever dealing in the infringing products, 'XANIVO USB FLASH DRIVES', 'XANIVO BOLT SDXC UHS – I CARD', 'XANIVO BLAZE SDXC – UHS-1 CARD', 'XANIVO BLAZE PRO SDXC – UHS – II CARD', bearing the impugned trade dress, and/ or from dealing in any other product which may have a trade dress similar to the Plaintiff's trade dress in its 'SanDisk Cruzer Blade', packaging, and 'SanDisk Cruzer Blade' product shape, and the packaging in the 'SanDisk Extreme PRO', 'SanDisk Ultra', 'SanDisk Ultra Plus' line of products, such that it amounts to an infringement of the Plaintiff's registered trademarks;

(c) An order of permanent injunction restraining Defendant No.1 or any other person acting for and on his behalf from manufacturing, and/or selling, offering for sale, distributing, advertising and/or in any manner whatsoever dealing in the infringing products, 'XANIVO USB FLASH DRIVES', 'XANIVO BOLT SDXC UHS – I CARD', 'XANIVO BLAZE SDXC – UHS-1 CARD', 'XANIVO BLAZE PRO SDXC – UHS – II CARD', bearing the impugned trade dress, and/ or from dealing in any other product which may have a trade dress similar to the Plaintiff's trade dress in its 'SanDisk Cruzer Blade', packaging, and 'SanDisk Cruzer Blade' product shape, and the packaging in the 'SanDisk Extreme PRO', 'SanDisk Ultra', 'SanDisk Ultra Plus' line of products, such that it amounts to passing off, of Defendant No.1's products as that of the Plaintiff's'.

10. The remaining reliefs sought in prayer clauses 83(d) to (i) of this suit



are dismissed as not pressed.

Refund of Court fees

11. Learned counsel for the Plaintiff requests a partial refund of the court fees, in view of the fact that the suit has been decreed at initial stage of the hearing.

12. Keeping in view the aforesaid facts, the registry is directed to refund 50% Court Fee in favour of the Plaintiffs within four [4] weeks, in accordance with law. The said direction has been passed having regard to Sections 16 and 16A of the Court Fees Act, 1870.

13. Accordingly, the suit stands disposed of.

14. Pending applications are disposed of.

15. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 13, 2025/gm/aa