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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision : 26.09.2025

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CS(COMM) 1050/2025, I.A. 24456/2025, I.A. 24457/2025 & I.A. 24460/2025**TATA SONS PRIVATE LIMITED & ANR.****.....Plaintiffs**

Through: Mr. Pravin Anand, Mr. Dhruv Anand,
Mr. Achuthan Sreekumar, Mr. Rohil
Bansal, Mr. Dhananjay Khanna and
Mr. Chirayu Prahlad, Advocates.

versus

SVERA AGRO LIMITED & ANR.**.....Defendants**

Through: Mr. Kapil Kumar Giri, Advocate.

CORAM:**HON'BLE MR. JUSTICE TEJAS KARIA****TEJAS KARIA, J. (ORAL)****I.A. 24458/2025 (Exemption)**

1. Exemption is allowed, subject to all just exceptions.
2. The Application stands disposed of.

I.A. 24459/2025 (Exemption from pre-institution Mediation)

3. This is an Application filed by the Plaintiffs seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015.
4. As the present matter contemplates urgent interim relief, in light of the judgment of the Supreme Court in *Yamini Manohar v. T.K.D. Krithi*, 2023 SCC OnLine SC 1382, exemption from the requirement of pre-institution Mediation is granted.
5. The Application stands disposed of.

**I.A. 24461/2025**

6. This is an Application filed on behalf of the Plaintiffs under Section 151 of the Code of Civil Procedure, 1908 seeking exemption from service through e-mail to Defendant No. 2 and permission to serve them on WhatsApp.

7. As the Defendants have appeared through Counsel, the relief sought in this Application no longer survives.

8. Accordingly, the Application stands disposed of.

CS(COMM) 1050/2025

9. Let the Plaint be registered as a Suit.

10. Issue Summons. The learned Counsel for the Defendants, appearing on advance service, accepts Summons. The learned Counsel for the Defendants shall file his *vakalatnama* within 1 week from date.

11. The Plaintiffs have filed the present Suit for permanent injunction restraining infringement of Trade Mark and Copyright, passing off, along with other ancillary reliefs.

12. The learned Counsel for the Plaintiffs has made the following submissions:

12.1. Plaintiff No. 1, *Tata Sons Pvt. Ltd.* was established in the year 1917 and is the promoter and principal investment holding company of various TATA Companies. The Plaintiffs is India's oldest, largest, most trusted and best-known business conglomerate. The Plaintiffs is the registered proprietor of the well-known Trade Mark 'TATA'.

12.2. The Plaintiff No. 2 is an associate company of the Tata Group and focusses on fast-moving consumer goods. With a long



history and experience in the beverages market, and a heritage of innovation and development. Plaintiff No. 1 has allowed Plaintiff No. 2 to use the Trade Mark 'TATA' and permutations / combinations thereof by virtue of a Trade Mark License Agreement.

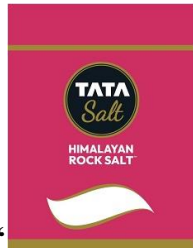
- 12.3. In the year 1983, the Plaintiffs' 'TATA SALT' was launched which is the pioneer of salt iodization in India and holds the distinction of being India's first national branded iodised salt. The Plaintiffs have however, used the Mark 'TATA SALT' since 1939. 'TATA SALT' has lived up to its claim of being 'Desh Ka Namak'. Today, as the market leader in the salt category and one of the country's leading food brands, the journey of Tata Salt is a testament to the consumer's enduring trust in the brand.
- 12.4. In the year 2018, with a view to provide a perfect blend of natural trace minerals such as Calcium, Magnesium and Potassium, the Plaintiffs launched their rock salt product under the brand name 'Tata Salt Rock Salt' in small shaker bottles using a unique, peculiar and distinctive packaging and trade dress.
- 12.5. In the year 2019, the Plaintiffs launched their Tata Rock Salt product in a pouch albeit retaining all the unique and peculiar brand identifiers that were novel to the Plaintiffs' Tata Rock Salt product's packaging.
- 12.6. In the year 2023, with a view to further strengthen the brand positioning of the Plaintiffs' Rock Salt product, the Plaintiffs



rebranded their Tata Rock Salt product to Tata Salt Himalayan Rock Salt (“**Plaintiffs’ Products**”).

12.7. Plaintiff No. 2’s products under the Trade Marks, ‘TATA SALT’, ‘TATA SALT ROCK SALT’ and ‘TATA SALT HIMALAYAN ROCK SALT’ (“**Plaintiffs’ Trade Marks**”) pertains to the infringement caused by the Defendants in the present Suit.

12.8. The Plaintiffs have been using the Mark ‘TATA SALT’ in relation to salt since 1983. There are various Trade Mark Registrations in favour of the Plaintiffs for the Mark ‘TATA SALT’ and permutations / combinations thereof in Class 30 including bearing Registration No. 5865269 dated 25.03.2023 for the Tata Salt Himalayan Rock Salt (Label), i.e.,



‘**Plaintiffs’ Label**’).

12.9. The Plaintiffs are the proprietors of the Plaintiffs’ Trade Mark and Plaintiffs’ Label and the Copyrights vested in the artistic work / packaging of its products under Tata Rock Salt by virtue of priority in adoption, long, continuous and extensive use as well as advertising, and the reputation consequently accruing thereto in the course of trade. The Plaintiffs have exclusively used the Tata Salt Himalayan Rock Salt Label on packaging



‘’ and ‘’ (“**Plaintiffs’ Packaging**”) for

their rock salt products so that it is uniformly perceived as indicative of the source of the products emanating from the Plaintiffs.

12.10. The Plaintiffs, being the proprietor of the Plaintiffs’ Label and the Plaintiffs’ Packaging, hold exclusive rights in the said Trade Mark and Copyright and are, therefore, entitled to act against its unauthorized use by third parties in relation to any class of goods or services and in any manner whatsoever.

12.11. The Plaintiffs’ Trade Marks, Plaintiffs’ Label and Plaintiffs’ Packaging has acquired distinctiveness with the business activities of the Plaintiffs, and the same entitles the Plaintiffs to take action against its unauthorized use by third parties in relation to any class of goods or services. If someone uses the Plaintiffs’ Trade Marks, Plaintiffs’ Label and Plaintiffs’ Packaging or any of the essential features forming part or associated with the Plaintiffs’ Products, then customers and members of the trade will immediately associate the same with the Plaintiffs’ Products and with no one else. Therefore, the Plaintiffs’ Trade Mark and Plaintiffs’ Packaging has acquired the status of a well-known Trade Mark within the meaning of Section 2(1)(zg) read with Section 11(6) of the Trade Marks Act, 1999.



12.12. The Plaintiffs' Products have acquired immense popularity and enviable goodwill amongst the consumers, as is evident from the substantial sales figures, the Plaintiffs having achieved a turnover of ₹11,746 lakhs in the Financial Year 2024-2025.

12.13. The Plaintiffs' Products enjoy significant goodwill and reputation and the same has now become exclusively associated with the Plaintiffs and no one else and has acquired a secondary significance and the status of well-known Trade Mark.

12.14. Sometime in March 2025, the Plaintiffs learnt that Defendant No. 1, *Svera Argo Limited* is manufacturing and selling rock salt product using a packaging which is deceptively similar to the Plaintiffs' Label and Plaintiffs' Packaging.

12.15. The Plaintiffs investigated the Defendants and on 15.04.2025, the investigator visited the property of Defendant No. 1 where he met an employee of Defendant No. 1, who informed to the investigator that Defendant No. 1 has been in business for about 25 years and that 'NARPA HIMALAYAN PINK SALT' /



‘**Impugned Products**’) was the Defendant No. 1's own brand. The said employee further informed the investigator that the Defendant No. 1 was carrying on business across almost all the major regions of North India and has many distributors in New Delhi. On 16.04.2025, the investigator called Defendant No. 1 where he spoke to a sales executive,



who informed the investigator that Defendant No. 2, Mr. Manoj proprietor of *M/s Manoj Enterprises* was the distributor of the Impugned Products.

12.16. On 17.04.2025, the investigator visited the premises of Defendant No. 2 and met Defendant No. 2 in person who informed the investigator that he was the distributor of the Impugned Products. Thereafter, on 24.04.2025, the investigator visited Defendant No. 2's premises and purchased the Impugned Products from him.

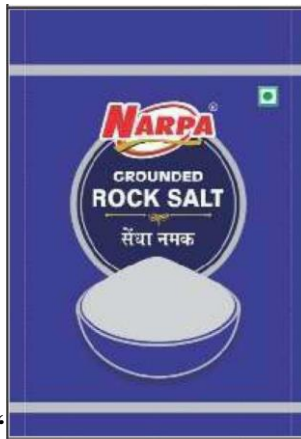
12.17. The Defendants are actively promoting the Impugned Products on their YouTube and Instagram pages. The Defendants are advertising and selling the Impugned Products through various e-commerce platforms such as Amazon etc.

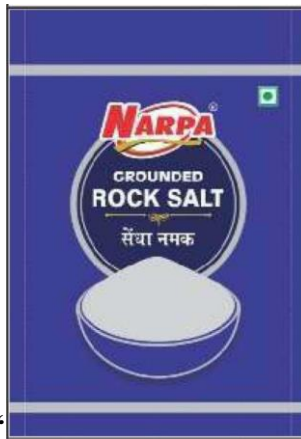
12.18. A comparison table of the packaging of the Plaintiffs' Products and the Defendants' Impugned Products is hereunder:

Plaintiffs' Products	Impugned Products
	



13. The learned Counsel for the Defendants, on instructions, submits that the Defendants are willing to suffer a decree of permanent injunction in terms of Prayer clauses as given in Paragraph Nos. 99 (i), (ii), (iii), and (iv) of the Suit and the Defendants undertake that going forward, the Defendants shall use the Trade Dress / Packaging for their ‘NARPA GROUNDED



ROCK SALT’ product ‘’ (“**Revised Packaging**”).

14. The statement and undertaking made by the learned Counsel for the Defendants as well as the Revised Packaging are taken on record. Accordingly, the Defendants are bound by the above statement and undertaking.

15. The learned Counsel for the Plaintiffs, on instructions, states that in view of the statement and undertaking given by the Defendants, the Plaintiffs do not press for the remaining prayers of damages and costs.

16. In view of the above, the Suit is decreed in terms of Prayer clauses as given in Paragraph Nos. 99 (i), (ii), (iii), and (iv) of the Suit. Let the Decree Sheet be drawn accordingly. All the pending Applications stand disposed of.

17. The learned Counsel for the Plaintiffs prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.



18. In view of the fact that the matter has been settled at an early stage, the Plaintiffs are exempted from paying the Court Fees and if already paid, the Registry is directed to issue a certificate of refund of 100% of the Court Fees, in favour of the Plaintiffs, in terms of Section 16 of the Court Fees Act, 1870.

19. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

SEPTEMBER 26, 2025

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