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

+ **CS(COMM) 1213/2025 & I.A. 28163-28167/2025**

MRS. BECTORS FOOD SPECIALITIES LTDPlaintiff

Through: Mr. Shailen Bhatia, Mr. Raghav
Bhalla, Mr. Amit Jain, Ms. Deeksha
Gulati and Ms. Simran Kaur, Advs.

versus

OM PRAKASH CHHAWNIKA & ORS.Defendants

Through: Mr. Mohan Vidhani and Mr. Lakshay
Gupta, Advs.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 13.11.2025

CS(COMM) 1213/2025 & I.A. 28163-28167/2025

1. This is a suit filed by the plaintiff seeking permanent injunction restraining infringement of trademarks, labels, infringement of copyright, passing off of trade mark/ labels, packaging, damages, delivery up etc.
2. The Plaintiff is an old-established Company engaged in the business of manufacturing, marketing and exporting all kinds of Biscuits, Cookies, Rusks, Buns, Breads, Flour-Based Wafers and its Concoctions, Flour-Based Confectionery and Other Bakery Products.
3. The Plaintiff is the proprietor of the trademarks MRS. BECTOR'S/MRS. BECTOR'S CREMICA/CREMICA/MRS. BECTORS ENGLISH OVEN.
4. The Plaintiff has adopted a unique checkered pattern for its rusks and breads. The said checkered pattern is being used since 2003, and is omnipresent on all goods/products of the Plaintiff, which bears the



trademark MRS. BECTOR'S ENGLISH OVEN. The sample packaging is as under:



5. In September 2025, the Plaintiff's attention was drawn to the Defendants' adoption of a packaging. The Defendants' packaging replicated the Plaintiff's colour combination, placement of devices, get-up, and overall trade dress for the same goods, namely breads ['impugned packaging']. A sample of the impugned packaging is as under:



Submissions by the Parties

6. Mr. Mohan Vidhani and Mr. Lakshay Gupta, Advocates, enter appearance on behalf of Defendant Nos. 1, 2 and 3.

6.1. Learned counsel for the Defendants states that the subject matter of the suit is the checkered packaging used by the Defendants for its products. He states that the plaint depicts the checkered packaging used by the Defendants in brown, blue, red, and similar colour variants.



6.2. He states that if the subject matter of the suit is confined to the checkered pattern alone, he has instructions to submit that the Defendant undertakes to discontinue the use of the checkered packaging and has already adopted new packaging, photographs of which have been handed over to the counsel for the Plaintiff as well as to the Court.

6.3. He states that the Defendants undertake not to use checkered packaging in any colour henceforth. He states that, however, the Defendants currently have a stock of checkered packaging and they undertake to exhaust the said stock within two [2] months.

6.4. He states that an affidavit enclosing the pictures of the new packaging proposed and adopted by the Defendant, along with the stock position of the packaging, will be filed within one [1] week.

6.5. He states that in case the stock of checkered packaging cannot be exhausted within a period of two [2] months, the Defendants will destroy the remaining checkered packaging.

6.6. He states that no cease-and-desist notice was issued to the Defendants prior to the institution of the suit, and the Defendants do not wish to join issues with the Plaintiff. He states that the statement may be taken on record and the suit for permanent injunction may be decreed in terms thereof.

6.7. Mr. Vaibhav Chhawnika, Director of Defendant Nos. 2 and 3, has joined the proceedings through the video conferencing link and has been duly identified by the learned counsel for the Defendants. Mr. Chhawnika confirms the statements made on behalf of the Defendants by their counsel and states that the Defendants undertake to abide by the same.

7. Learned counsel for the Plaintiff states that in view of the aforesaid submissions of the Defendants, the Plaintiff will be satisfied if the suit is



decreed in terms of the relief of permanent injunction as prayed for at prayer clauses 57(a), 57 (b) and 57 (c).

8. In view of the aforesaid submissions of the parties and no contest, the suit is hereby decreed in terms of prayer clauses at paragraph 57(a), (b) and (c). The remaining reliefs in the plaint are disposed of as not pressed.

9. The Defendants are bound down to the statements made before this Court and are granted leave to exhaust the current stock of checkered packaging within two [2] months from today. It is clarified that there will be no extension under any circumstances.

10. Affidavit of Defendant nos. 1, 2 and 3 confirming their statements recorded in the order will be filed within one [1] week as stated before.

11. The Defendants, in compliance with the permanent injunction issued today, are granted one [1] week to take steps to bring down all social media and e-platform listings of their products that bear the impugned checkered packaging. In case of third-party websites, the Defendants will ensure that they write to those websites within one [1] week.

12. The photographs handed over by the Defendant during the hearing are directed to be taken on record by the Court Master.

Refund of Court Fees

13. Learned counsel for the Plaintiff requests a partial refund of the court fees, in view of the fact that the suit has been decreed on the very first date of hearing.

14. 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.



15. Accordingly, the suit stands disposed of.
16. Pending applications are disposed of.
17. 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/msh/aa