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

+ **CS(COMM) 377/2024 & I .As. 10550/2024, 10554/2024**

**RECKITT & COLMAN (OVERSEAS) HYGIENE HOME LIMITED
& ANR.Plaintiffs**

Through: Ms. Nancy Roy and Ms. Nida
Khanam, Advocates.

versus

**BHATESHRA BECHARA HIRABHAI TRADING AS M/S ROYAL
INDUSTRIES & ANR.Defendants**

Through: None for D-1.
Defendant No. 2 *ex parte*.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

ORDER
12.01.2026

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1. This suit is filed on behalf of the Plaintiffs *inter alia* seeking permanent injunction against the Defendants for infringement of Plaintiffs' registered trademarks and passing off.

2. As averred in the plaint, Plaintiffs No. 1 and 2 are part of Reckitt Benckiser Group Plc. an FTSE listed transnational Hygiene and Health Company, leading in the fields of consumer healthcare, hygiene, nutrition and fast-moving consumer goods. Plaintiff No. 1, a Company registered under laws of the United Kingdom is the registered proprietor of trademarks



'AIR WICK' and and their formative marks. Plaintiff No. 2 is a Company incorporated under laws of India and is engaged in manufacture,



packaging, sale and distribution of various fast-moving consumer goods under popular brands such as ‘Dettol’, ‘Harpic’, ‘Mortein’ etc. It is stated that Plaintiffs adopted the trademark ‘AIR WICK’ in 1943 in United States of America and launched fragrance products under the said mark in India in 2008 and registrations in the mark span over several jurisdictions across the world in different classes such as 03, 04, 05 and 11. Registration of the domain name ‘www.airwick.co.in’ dates back to 16.02.2005 and Plaintiff No. 1’s earliest registration of the mark in India goes back to 06.06.2001.



Plaintiffs’ products under the marks ‘AIRWICK’/ ‘AIR WICK’/ are being sold in India at least since 2008 and combined sales figures for the years 2015-2023 are approximately Rs. 462 crores.

3. It is stated that in August, 2023, Plaintiffs learnt that Defendants were manufacturing, displaying, distributing, marketing, selling, labelling, packaging, storing and dealing in as also importing/exporting products under



the marks ‘AIRKWICK’ and and Defendant No. 1 had applied for registration of the marks ‘AIRKWICK’ and ‘AIRWOC’, which were virtually identical to Plaintiffs’ registered trademarks. During a search of Trade Marks Register it was also discovered that Defendant No.1 had filed applications for registration of impugned word mark ‘AIRKWICK’ and logo



in Class 05, wherein objections were raised by the Trade Marks Registry in the FER citing previous marks including the marks of the Plaintiffs. Being concerned with dishonest adoption of the impugned marks



by Defendant No.1, Plaintiffs sent a cease and desist notice dated 18.10.2023 to Defendant No.1 with copy to Defendant No.2, asking them to cease and desist from using the Plaintiffs' marks in any manner whatsoever, however, there was no response initially. Subsequently, Defendant No.1 requested the Plaintiffs telephonically to grant Defendant No.1 phase-out period of two months to exhaust the existing stock of impugned products, to which the Plaintiffs agreed on the condition that Defendant No.1 will withdraw the applications for registration.

4. It is stated that despite assurances, Defendant No.1 filed two more applications for registration of mark 'AIRWOC' in Class 05. A fresh internet check on 12.03.2024 revealed that all impugned listings were intact and Defendant No.1 continued to manufacture the impugned products and had in fact expanded the advertisement and sale of the products through third party online market places such as Amazon, Flipkart, etc. whereafter Plaintiffs filed the present suit. By a detailed order dated 13.05.2024, this Court granted *ex parte* ad interim injunction in favour of the Plaintiffs restraining the Defendants and anybody acting on their behalf from manufacturing, selling, offering for sale, importing, exporting etc. the impugned products under the impugned marks 'AIRKWICK', 'AIRWOC'



and being identical/deceptively similar to Plaintiffs' registered 'AIR WICK' marks as a part of packaging, art work, get up or in any other manner so as to infringe the Plaintiffs' marks or pass off their products as that of the Plaintiffs.

5. After the Defendants were served, written statement was filed on behalf of Defendant No.1. None appeared for Defendant No.2. On request of



the parties, they were referred before the Delhi High Court Mediation and Conciliation Centre to explore the possibility of amicable settlement. Settlement was arrived at between the Plaintiffs and Defendant No.1 and Settlement Agreement was executed on 08.05.2025 incorporating the terms of settlement. As recorded in the Settlement Agreement, Defendant No.1 acknowledged the ownership and proprietorship of the Plaintiffs in the



registered trademarks 'AIR WICK' and their formatives in the concerned classes and Defendant No.1 undertook not to challenge the trademarks and associated copyrights of the Plaintiffs at any time in future before any Court/Tribunal or Statutory body, whether in India or in any foreign jurisdiction for any goods or services, on any ground whatsoever. Defendant No.1 also undertook that it shall cease all manufacturing, sale, distribution and advertisement bearing the impugned marks. Basis the Settlement Agreement, Court passed a decree on 15.05.2025 in favour of the Plaintiffs and against Defendant No.1 and directed that suit shall proceed vis-à-vis Defendant No.2. By the same order, Defendant No.2 was set *ex parte* and the matter was directed to be listed before the Joint Registrar for recoding Plaintiffs' evidence.

6. Ms. Nancy Roy, learned counsel for the Plaintiffs, on instructions, submits that Plaintiffs do not wish to lead evidence in light of the stand taken by Defendant No.1 in the written statement that Defendant No.2 has closed its business completely pursuant to the notices sent by the Plaintiffs. It is further submitted that Plaintiffs do not wish to press the claim for damages against Defendant No.2 and hence, the suit be decreed in terms of prayers A(i) and (ii) and B(i) in paragraph 69 of the plaint.



7. I have heard Ms. Roy and examined her submissions.
8. Plaintiff No.1 is the owner and registered proprietor of trademarks



‘AIR WICK’/ and their formative marks, as detailed in the suit. Plaintiffs have also furnished the details of registrations of the marks along with their dates of validity. Defendant No.1 has acknowledged the ownership and proprietorship rights and *inter alia* undertook not to use the impugned marks on the impugned products as also not to contest the marks associated with the Plaintiffs in any jurisdiction before any Forum as part of the settlement, basis which the suit was decreed against the said Defendant. Defendant No.2, chose not to contest the suit and was proceeded *ex parte* on 15.05.2025. No steps were taken for setting aside the said order by Defendant No.2.

9. Ms. Roy is right in her submission that in light of the categorical stand of Defendant No.1 in paragraph 23 of the written statement that Defendant No.2 has closed its business completely, which stand Defendant No.2 chose not to controvert, no evidence is required to be led. Plaintiffs have given up their claims for damages etc. and are restricting the reliefs to prayer clauses A(i) and (ii) and B(i) in paragraph 69 of the plaint. For sake of reference, paragraph 23 of the written statement is extracted hereunder:-

“23. That with respect to the contents of para 22, the defendant No. 2 M/s. Maitri Chemicals/ Raj Sales has closed its business completely pursuant to the said notices by plaintiffs.”

10. For all the aforesaid reasons, the suit is decreed in favour of the Plaintiffs and against Defendant No.2 in terms of reliefs claimed in prayer clauses A(i) and (ii) and B(i) of paragraph 69 of the plaint.



11. Registry is directed to draw up the decree sheet.
12. Suit stands disposed of along with all pending applications.

JYOTI SINGH, J

JANUARY 12, 2026

S.Sharma