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

+ **CS(COMM) 1104/2025**

INDOSPIRIT BEVERAGES PRIVATE LIMITEDPlaintiff

Through: Mr. Chander M. Lall, Senior Advocate with Mr. Ankur Sangal, Mr. Aditya Ganju, Mr. Ankit Arvind, Ms. Shilpi Sinha, Ms. Priyanka Jaiswal, Mr. Saumanyu Sethi and Mr. Nishesh Gupta, Advocates.

versus

RAVI MOHAN STUDIOS PRIVATE LIMITEDDefendant

Through: Mr. Karthikey Balan, Mr. Vishnu Kumar, Mr. Sidhant Verma, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

% **14.10.2025**

I.A. 25579/2025(Exemption)

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

I.A. 25577/2025(Exemption from pre-institution Mediation)

3. This is an Application filed by the Plaintiff seeking exemption from instituting pre-litigation Mediation under Section 12A of the Commercial Courts Act, 2015 ('CC Act').
4. As the present matter contemplates urgent interim relief, in light of

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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. 25580/2025(Extension of time to file Court Fees)

6. The present Application has been filed by the Plaintiff under Section 149 read with Section 151 of the Code of Civil Procedure, 1908 ('CPC'), seeking exemption from payment of Court Fees at the time of the filing of the Suit.

7. Considering the submissions made in the present Application, time of two weeks is granted to deposit the Court Fees.

8. The Application stands disposed of.

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9. Let the Plaint be registered as a Suit.

10. Issue Summons. The learned Counsel for the Defendant accepts Summons.

11. The Summons shall state that the Written Statement shall be filed by the Defendant within 30 days from the date of the receipt of Summons. Along with the Written Statement, the Defendant shall also file an Affidavit of Admission / Denial of the documents of the Plaintiff, without which the Written Statement shall not be taken on record.

12. Liberty is granted to the Plaintiff to file Replication, if any, within 30 days from the receipt of the Written Statement. Along with the Replication filed by the Plaintiff, an Affidavit of Admission / Denial of the documents of Defendant be filed by the Plaintiff, without which the Replication shall not be taken on record.



13. In case any Party is placing reliance on a document, which is not in their power and possession, its details and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.

14. If any of the Parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

15. List before the learned Joint Registrar on 04.12.2025 for completion of service and pleadings.

I.A. 25578/2025 (Additional Documents)

16. The present Application has been filed on behalf of the Plaintiff under Order XI Rule 1(4) of the CPC as applicable to Commercial Suits under the CC Act seeking leave to place on record additional documents.

17. The Plaintiff is permitted to file additional documents in accordance with the provisions of the CC Act and the Delhi High Court (Original Side) Rules, 2018.

18. Accordingly, the Application stands disposed of.

I.A. 25576/2025(U/O XXXIX Rule 1 and 2 of CPC)

19. Issue Notice. The learned Counsel for the Defendant accepts Notice.

20. The present Suit has been filed by the Plaintiff, *inter alia*, seeking permanent injunction restraining infringement of Trade Mark and passing off.

21. The learned Counsel for the Plaintiff made the following submissions:

21.1 The Plaintiff, Indospirit Beverages Private Limited, is a company having its registered office in New Delhi, and is engaged in the business of alcoholic and non-alcoholic beverages in India, which was founded in the year 2014.

21.2 The Plaintiff is among the leading manufacturers of alcoholic



and non-alcoholic beverages in India and is engaged in both manufacturing and distribution of a range of spirits.

21.3 The Plaintiff has made significant investments in research, development and quality assurance to maintain the highest standards of manufacturing and compliance with the statutory and international norms. By virtue of sustained innovation, extensive consumer reach, and uncompromising quality standards, the Plaintiff has acquired formidable goodwill and reputation in the alcoholic beverage industry.

21.4 The Plaintiff conceived, developed, and successfully launched its flagship product under the Trade Mark 'BROCODE' ('**Plaintiff's Mark**') in December 2015, which is an innovative carbonated wine-in-a-pint format, uniquely crafted to appeal to the taste of the new-age consumer. The Plaintiff's products under the Plaintiff's Mark is the Plaintiff's flagship and most commercially significant product, contributing substantially to the Plaintiff's revenue.

21.5 Through sustained market presence, strategic positioning and extensive consumer engagement, the Plaintiff's Mark has acquired a strong and exclusive association with the Plaintiff and the products under the Plaintiff's Mark are unequivocally recognized as emanating from the Plaintiff. An illustrative list of the registrations of the Plaintiff's Mark is as under:



S. No.	Trademark	Application No.	Class	Date of Registration	Status
1.	BROCODE	3149410	32	03/01/2016	Registered
2.	BROCODE	3149411	33	03/01/2016	Registered
3.		3678242	32	14/11/2017	Registered
4.		3678247	32	14/11/2017	Registered
5.		3678245	33	14/11/2017	Registered
6.		3678246	33	14/11/2017	Registered
7.		3678239	14	14/11/2017	Registered
8.		3678240	21	14/11/2017	Registered
9.		3678241	25	14/11/2017	Registered
10.		3678244	43	14/11/2017	Registered



11.	BRO CODE.	6799466	41	10/01/2025	Pending
12.	BROCODE ROAST	6990653	41	02/05/2025	Pending

21.6 The Trade Mark Application bearing No. 3149410 and 3149411 for the registration of the Plaintiff's Mark in Class 32 and 33 was originally filed by Indospirit Distribution Limited, which was a related entity of the Plaintiff, and was subsequently assigned in favour of the Plaintiff *vide* an Assignment Deed dated 05.11.2018.

21.7 The Plaintiff's product under the Plaintiff's Mark has a significant presence across digital and social media platforms, including YouTube, Instagram, among others, where it is frequently discussed, reviewed, and referenced in short videos, reels, memes, and podcasts, often garnering significant attention, thereby further amplifying its popularity.

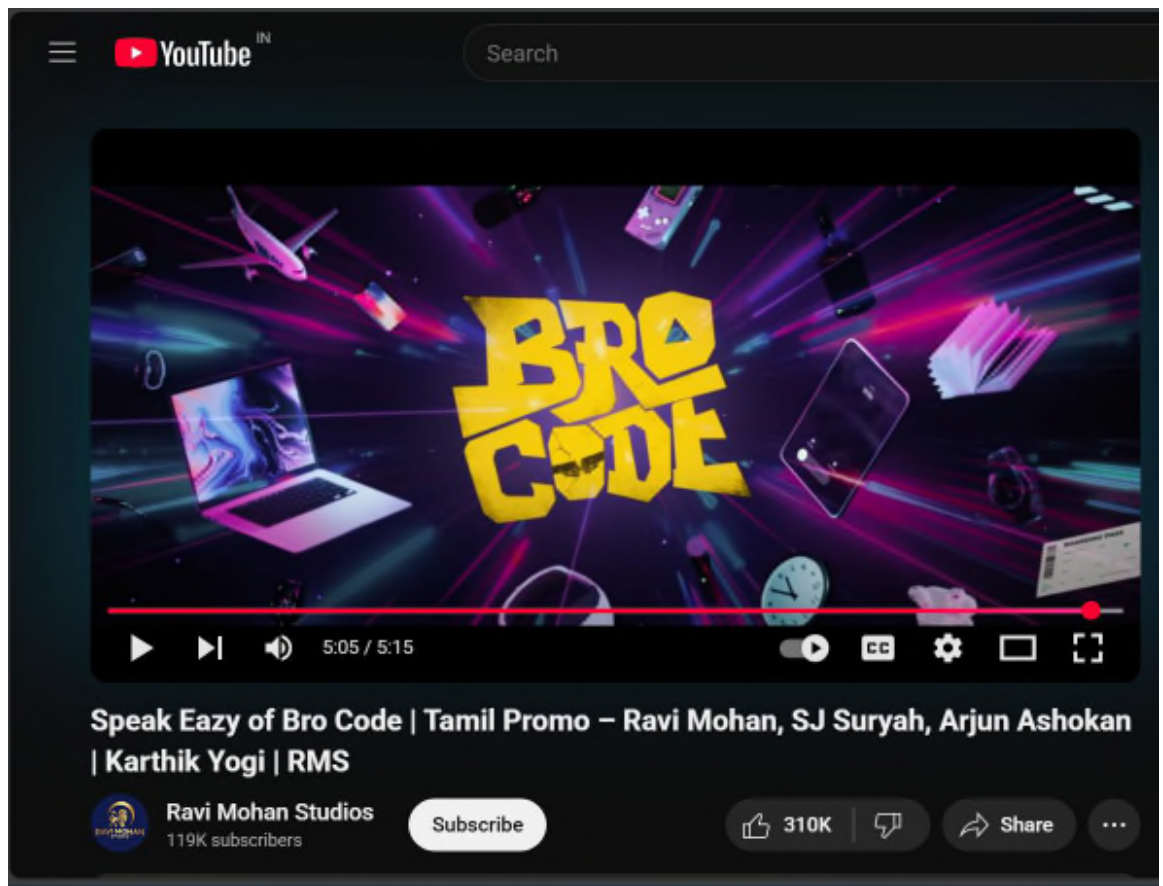
21.8 In May, 2025, the Plaintiff strategically expanded into original digital content production launching the YouTube series 'BroCode Roast', which has garnered over 200 million views on YouTube and other social media platforms. Further, the Plaintiff released the music video 'BroCode: Onam Ulsavam Song', which has amassed over 100,000 views on YouTube and over 2.3 million views on YouTube shorts, reels, and derivative edits, with active audience engagement. Therefore, by virtue of the sustained and multifaceted efforts, the Plaintiff's Mark is entrenched as a widely recognized cultural and



commercial identifier for the Plaintiff, extending its distinctiveness, reputation and goodwill far beyond the alcoholic beverages sector.

21.9 The Defendant, Ravi Mohan Studios Private Limited, is a company engaged in cinematographic film production and in that capacity, is producing an upcoming movie titled 'BRO CODE'. The Defendant has recently released the official promo / trailer of the film under the title 'BRO CODE' on its YouTube channel as well as other social media platforms.

21.10 In early September 2025, the Plaintiff became aware of the Defendant's unauthorized adoption and use of the Plaintiff's Mark as the title of its upcoming film when it came across the film's promotional trailer on social media platforms, including the Defendant's official YouTube channel. A screenshot evidencing the Defendant's use of the Plaintiff's Mark is reproduced below:



21.11 Upon becoming aware of the same, the Plaintiff's representatives met with the Defendant's representatives in Chennai on 06.09.2025 and categorically communicated that any adoption or use of the Plaintiff's Mark as the title of its upcoming film was strictly impermissible without the Plaintiff's prior written consent.

21.12 Thereafter, the Plaintiff sent out a detailed email on 09.09.2025 to the Defendant, recording the discussions held during the meeting on 06.09.2025. The email expressly reiterated that any use of the Plaintiff's Mark as the title of the Defendant's film, would require the Plaintiff's explicit consent. The Plaintiff also requested that in the interim, no further content, promotional material, or public statements be released using the Plaintiff's Mark in connection with the film, in



order to prevent any potential confusion in the minds of the consumers.

21.13 The Plaintiff sent a follow-up email on 12.09.2025, reiterating that any use of the Plaintiff's Mark as the title of the film would be conditional upon execution of a formal licensing agreement.

21.14 The Defendant in its email dated 01.10.2025, not only admitted to continued use of the Plaintiff's Mark as the title of its upcoming film but also denied any infringement of the Plaintiff's rights in the Plaintiff's Mark.

21.15 Thereafter, the Plaintiff issued a legal notice dated 04.10.2025 calling upon the Defendant to immediately cease and desist from using the Plaintiff's Mark as the title of its upcoming film. However, the Defendant failed to respond or take any corrective action, thereby demonstrating a deliberate and wilful disregard for the Plaintiff's rights in the Plaintiff's Mark.

21.16 Further, the Defendant, filed a suit before the Madras High Court being C.S.(Comm.Div.).No.258/2025, titled '*Ravi Mohan Studios Private Limited vs. Indo Bevs Private Limited*', wherein the Defendant secured an *ex-parte ad-interim* order that the Plaintiff herein should not issue any groundless threat. However, under Section 142(2) of the Trade Marks Act, 1999 ('Act'), an action initiated against groundless threats of Trade Mark infringement under Section 142(1) of the Act would come to an end once an Suit is filed for infringement of the Plaintiff's Mark .

21.17 The Plaintiff's Mark is exclusively associated with the Plaintiff and the Defendant's use of the Plaintiff's Mark cannot be permitted



and is liable to be enjoined. The Plaintiff's Mark enjoys a strong reputation that transcends its product category and consequently, the Plaintiff is entitled to the enhanced protection accorded to well-known marks, which extends to preventing any use, registration, or adoption of identical or deceptively similar Marks even across unrelated goods or services.

21.18 The Defendant's deliberate and unauthorized use of the Plaintiff's Mark as the title of its film, despite being fully aware of the Plaintiff's rights, constitutes infringement of the Plaintiff's Mark, which not only tarnishes the reputation of the Plaintiff's Mark but also shows an attempt to ride upon the Plaintiff's established goodwill.

22. The learned Counsel for the Defendant submitted that Plaintiff does not have any registration for the Plaintiff's Mark in Class 41. It is further submitted by the learned Counsel for the Defendant that the Plaintiff's application for the registration of the 'BROCODE ROAST' Mark is still pending before the Trade Marks Registry.

23. The learned Counsel for the Defendant further submitted that the Madras High Court has granted an interim injunction in C.S.(Comm.Div.).No.258/2025 against the Plaintiff *vide* order dated 03.10.2025, protecting the Defendant against the issuance of groundless threats by the Plaintiff regarding alleged infringement of the Plaintiff's Mark in the Defendant's film.

24. Considering the submissions made on behalf of the Parties, pleadings and documents on record, it is clear that the Plaintiff has conceived, developed and registered Plaintiff's Mark in December 2015 for its product, which is an innovative carbonated wine-in-a-pint format, uniquely crafted to



appeal to the taste of the new-age consumer. The Plaintiff's products under the Plaintiff's Mark is the Plaintiff's flagship and most commercially significant product, contributing substantially to the Plaintiff's revenue. The Plaintiff's Mark has acquired a strong and exclusive association with the Plaintiff and the products under the Plaintiff's Mark are unequivocally recognized as emanating from the Plaintiff.

25. The Plaintiff has recently launched a YouTube series 'BroCode Roast' and a music video 'BroCode: Onam Ulsavam Song', with their titles bearing the Plaintiff's Mark. The material placed on record by the Plaintiff shows that the Defendant's upcoming cinematographic film features the Plaintiff's Mark in its title. The usage of the Plaintiff's Mark in the title of the Defendant's film is likely to cause confusion in the minds of the consumers regarding association of the said film with the Plaintiff. If the Defendant is not restrained from using the Plaintiff's Mark, it is likely to cause harm to the Plaintiff's reputation, consequently leading to the erosion of consumer trust and goodwill that the Plaintiff has amassed over the years.

26. In the present case, the Plaintiff's representatives met the Defendant's representatives on 06.09.2025, following which the Plaintiff sent an email dated 09.09.2025 to the Defendant highlighting that the Plaintiff's Mark can only be used by the Defendant in relation to its upcoming film pursuant to Plaintiff's explicit agreement in the form of a mutually negotiated brand licensing agreement.

27. Thereafter, the Plaintiff sent an email dated 12.09.2025 to the Defendant calling upon the Defendant to desist from using Plaintiff's Mark in connection with Defendant's upcoming film without a mutually executed agreement between the Parties.



28. The Defendant responded to the Plaintiff's above-mentioned emails *vide* email dated 01.10.2025, categorically denying the Plaintiff's demand calling upon the Defendant to desist from using the Plaintiff's Mark in respect of the Defendant's film unless a licensing agreement is executed between the Parties.

29. The Defendant instituted a suit being C.S.(Comm.Div.).No.258/2025 before the Madras High Court seeking injunction against the Plaintiff from issuing groundless threats regarding alleged infringement of the Plaintiff's Mark in the Defendant's film. The Madras High Court *vide* Order dated 03.10.2025 granted interim injunction for a period of three weeks against the Plaintiff, protecting the Defendant against issuance of groundless threats of infringement by the Plaintiff.

30. Thereafter, the present Suit was instituted by the Plaintiff seeking permanent injunction restraining the Defendant from using the Plaintiff's Mark in respect of the Defendant's upcoming film.

31. Accordingly, as per Section 142 (2) of the Act, once this Suit is filed, an action initiated under Section 142(1) of the Act comes to an end. In view thereof, the order passed by the Madras High Court will not come in the way of this Court granting injunction in this Suit and the objection of the learned Counsel for the Defendant is rejected.

32. In view of the above, a *prima facie* case is made out by the Plaintiff that the Plaintiff's Mark has been used in an identical manner in the title of the Defendant's film without any authorization from the Plaintiff, which amounts to infringement and is also likely to create confusion in the minds of the consumers of the Plaintiff's product under the Plaintiff's Mark, regarding association of the Defendant's film with the Plaintiff, which is



likely to cause irreparable injury to the Plaintiff. Balance of convenience also lies in favour of the Plaintiff and against the Defendant as the film is yet to be released.

33. Accordingly, till the next date of hearing, it is directed that the Defendant, its proprietors, partners, directors, principal officers, employees, servants, distributors, dealers, agents, licensees, assigns, representatives, and all others acting for or on its behalf, are restrained from using, adopting, reproducing, broadcasting, promoting, publishing, displaying, communicating, selling, offering for sale, or otherwise exploiting the Plaintiff's Mark 'BROCODE' in any manner, directly or indirectly, or any other Mark identical with or deceptively similar to the Plaintiff's Mark 'BROCODE', in connection with the upcoming cinematographic film, its trailer, teaser, poster, social media campaign, or any other related or unrelated content, whether in physical or digital form, amounting to the infringement of the Plaintiff's Mark 'BROCODE'.

34. It is clarified that the above *ad-interim* injunction is restricted as directed above and the Defendant is not restrained from continuing to make and produce the film in question, which it can continue without any restrictions so long as the above directions are complied with till the next date of hearing.

35. Let the Reply to the present Application be filed within four weeks. Rejoinder thereto, if any, be filed before the next date of hearing.

36. List before this Court on 23.12.2025.

TEJAS KARIA, J

OCTOBER 14, 2025/sms