

TS (Com) – 33/2026

**Present: Ishani Chakravarty Banerjee (J.O Code.WB00890)
Judge, Commercial Court at Rajarhat,
North 24 Parganas**

CNR: WBNP19-000133-2026

Associated Broadcasting Company Pvt Ltd (“ABCPL”)

.... Plaintiff

vs.

TV 19 Network & Ors.

.... Defendant

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05.08.2026

1. The record is put up with the aid of a put up application along with the prayer of the learned Advocate for the Plaintiff for moving the application under Order XXXIX Rule 1 & 2 read with Section 151 of the Code of Civil Procedure, 1908 filed today.

2. It is reflected from the note of the Office that no Caveat is pending.

3. The put up is allowed.

4. At the very outset, the learned Advocate for the Plaintiff prayed for a dispensation from the mandatory compliance of pre-institution mediation as contemplated under Section 12A of the Commercial Courts Act, 2015 (hereinafter referred as the Act), for the purpose of seeking urgent interim relief by moving the application under Order XXXIX Rules 1 and 2, read with Section 151 of the Code of Civil Procedure, 1908, praying for the grant of an ad-interim injunction.

5. It is no longer res integra that Section 12A of the Commercial Courts Act, 2015 is imperative and the only exception with such requirement is where the plaint contemplate grant of urgent interim relief, supported by necessary facts and documents. The present position of law as it emanates from the Judgement of the Hon’ble Apex Court in **Dhanbad Fuels Pvt. Ltd. vs. Union of India as reported in 2025 SCC OnLine SC 1129**, is that a suit which contemplates an urgent interim relief may be filed without first resorting to mediation as prescribed under Section 12A of the Act and no leave of Court is re-

quired to be obtained for filing a suit without complying with Section 12A of the Act. It has further been clarified in the said judgement by the Hon'ble Supreme Court, that the test for "urgent interim relief" is to be deduced / inferred from the stand point of the plaintiff upon examination of the nature and the subject-matter of the suit and the cause of action and the same must not merely be an unfounded excuse to by-pass the mandatory provision of Section 12A of the said Act.

6. It is revealed from the plaint that it is a suit for infringement, passing off and injunction and in this context, it become relevant to bring forth the observation of the Hon'ble Supreme Court in the judgement dated 27.10.2025 in **Novenco Building and Industry A/S v. Xero Energy Engineering Solutions Pvt. Ltd.,** which has also been relied upon by the Ld Advocate for the petitioner, wherein the Hon'ble Apex Court observed that "... *The insistence of pre-institution mediation in a situation of ongoing infringement, in effect, would render the plaintiff remediless allowing the infringer to continue to profit under the protection of procedural formality. [Section 12A](#) of the Act was not intended to achieve such kind of anomalous result*" and further held "*In actions alleging continuing infringement of intellectual property rights, urgency must be assessed in the context of the ongoing injury and the public interest in preventing deception*".

7. It now remains to be seen whether the instant suit, which concerns infringement of copyright and damages, contemplates urgent interim relief without invoking the mandatory provisions of Section 12A of the said Act.

8. The learned Advocate for the Plaintiff submitted that the Plaintiff is a leading news broadcasting and digital media company operating a nationwide network of television news channels and digital platforms under the well-known trade mark "TV9" since the year 2004. It was submitted that by reason of long, continuous and extensive use, substantial investment, nationwide broadcasting and digital presence, the Plaintiff has acquired immense goodwill and reputation in its registered trade marks, logo, artistic work, trade dress and colour combination. It was further submitted that the Plaintiff is the registered proprietor of numerous trade marks in various classes under the Trade Marks Act, 1999 and is also the owner of several copyright registrations in respect of

its artistic works, thereby enjoying exclusive statutory and common law rights over the said marks.

9. It was further submitted that the Defendant, who is engaged in the identical business of news broadcasting and digital publishing, has dishonestly adopted and is using the impugned marks "TV19", "TV19 Network" and "TV19 Network Bangla" together with a deceptively similar logo, trade dress, artistic work and colour combination in relation to identical services. According to the Plaintiff, the impugned marks are phonetically, visually, structurally and conceptually deceptively similar to the Plaintiff's registered marks and are likely to deceive the public into believing that the Defendant's services originate from or are associated with the Plaintiff, thereby constituting infringement under Section 29 of the Trade Marks Act, 1999, passing off under Section 27(2) thereof and infringement of the Plaintiff's copyright.

10. The learned Advocate further submitted that upon discovering the Defendant's infringing activities, the Plaintiff issued a cease-and-desist notice dated 14th May, 2026. Although the Defendant initially assured the Plaintiff that appropriate changes would be made, no effective steps were taken. Thereafter, by reply dated 12th June, 2026, the Defendant denied the allegations while expressing willingness to modify its branding and file a fresh trade mark application, yet continued using the impugned marks. It was also submitted that the Defendant has taken inconsistent stands regarding its constitution and user claim before the Trade Marks Registry and on public platforms, thereby demonstrating lack of bona fides and dishonest adoption of the impugned marks.

11. It has been alleged that the Defendant is continuously operating websites, YouTube channels and various social media platforms under the impugned marks and is publishing multilingual news content and recruitment advertisements, thereby causing continuing infringement, passing off, dilution of the Plaintiff's goodwill and recurring confusion amongst consumers and was specifically submitted that every continued use of the impugned marks constitutes a fresh cause of action and causes irreparable injury to the Plaintiff's statutory and proprietary rights.

12. It was lastly submitted that the present suit seeks urgent protection against continuing infringement of valuable intellectual property rights and, therefore, the requirement of pre-institution mediation under Section 12A of the Commercial Courts Act, 2015 deserves to be dispensed with.

13. Upon consideration of the averments made in the plaint and the documents placed on record, this Court finds that the suit arises out of allegations of continuing infringement of the Plaintiff's registered trade marks and copyrighted artistic works by the Defendant through use of the impugned marks "TV19", "TV19 Network" and "TV19 Network Bangla" in relation to identical news broadcasting and digital media services. The plaint prima facie discloses prior adoption, statutory registrations, extensive goodwill and continuous commercial use by the Plaintiff, as well as the Defendant's continued use of the impugned marks.

14. This Court further finds that the Plaintiff has specifically pleaded continuing infringement, passing off and recurring deception resulting from the Defendant's operation of television channels, websites and digital platforms under the impugned marks. The allegations disclose a continuing cause of action and an apprehension of irreparable injury by way of dilution of goodwill, diversion of business and consumer confusion, for which damages alone may not be an adequate remedy.

15. It is well settled that where urgent interim protection is sought against continuing infringement of intellectual property rights, the requirement of pre-institution mediation under Section 12A of the Commercial Courts Act, 2015 cannot be insisted upon if such delay would defeat the very object of the suit. Upon a prima facie consideration of the pleadings, this Court is satisfied that the urgency pleaded is genuine and not illusory and that immediate consideration of the Plaintiff's prayer for interim relief is warranted.

16. In such view of the matter, this Court is of the opinion that the present suit contemplates urgent interim relief and that relegating the Plaintiff to pre-institution mediation would not be efficacious in the facts and circumstances of the present case. The leave under Section 12A of the Commercial

Courts Act, 2015, as prayed for in paragraph 39 of the plaint, is accordingly dispensed with.

17. Now the application under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 filed on behalf of the Plaintiff is taken up for consideration.

18. This Court has already discussed the pleadings, documents and the submissions advanced on behalf of the Plaintiff while dispensing with the requirement of pre-institution mediation under Section 12A of the Commercial Courts Act, 2015. The facts relating to the Plaintiff's prior adoption and statutory rights in the trade marks "TV9", "TV9 Network" and its various formative marks, the Defendant's alleged adoption and use of the impugned marks "TV19", "TV19 Network" and "TV19 Network Bangla" together with a deceptively similar logo, trade dress and colour combination in relation to identical news broadcasting and digital media services, as well as the allegations of continuing infringement, passing off and copyright infringement, are not repeated herein for the sake of brevity.

19. The learned Advocate for the Plaintiff submitted that the Plaintiff has established a strong prima facie case in respect of the Trade Mark TV9 by demonstrating prior adoption (as far back as 2004), extensive commercial use, statutory registrations under the Trade Marks Act, 1999, copyright registrations in respect of its artistic works and the immense goodwill attached to its marks. It was submitted that the Defendant has dishonestly adopted the impugned marks in relation to identical services with a view to ride upon the Plaintiff's goodwill and reputation, thereby causing confusion, deception and dilution of the Plaintiff's proprietary rights. It was further submitted that the balance of convenience lies wholly in favour of the Plaintiff and that unless the Defendant is immediately restrained from continuing to use the impugned marks, logo, trade dress, websites, domain names and social media platforms, the Plaintiff will suffer irreparable loss and injury incapable of being adequately compensated in terms of money.

20. It was accordingly prayed that, pending disposal of the injunction application, the Defendants, their partners, directors, servants, agents, representa-

tives and all persons claiming through or under them be restrained from using the marks "TV19", "TV19 Network", "TV19 Network Bangla" or any other mark, logo, artistic work, trade dress, colour combination or domain name deceptively similar to the Plaintiff's registered trade marks and copyrighted artistic works, and from broadcasting, publishing, advertising or otherwise dealing in news and media services under the impugned marks, in terms of the prayers made in the application.

21. In support of his contention, relied upon the ruling passed by the Hon'ble Apex Court in *M/S. Heinz Italia & Anr. vs. M/S. Dabur India Ltd., in Appeal (civil) 2756 of 2007* dated 18.05.2007 wherein the Hon'ble Apex Court observed that the colour scheme and the overall effect of the packaging has to be seen.

22. It has now to be seen as to whether the petitioner is entitled to an order of ad-interim injunction in terms of the aforesaid prayer.

23. Considering the pleadings in the plaint, the averments made in the application under Order XXXIX Rules 1 and 2 read with Section 151 of the Code of Civil Procedure, 1908 and the documents placed on record, this Court finds that the Plaintiff has, at this stage, prima facie been able to substantiate prior adoption and long, continuous and extensive use of the trade mark "TV9" and its formative marks since the year 2004. The materials produced, including the Registration Certificates of the Plaintiff's trade marks, the Journal Publications of the Trade Marks Registry, the user claim from 14.01.2004, the copyright registration certificates, and the documents relating to the Plaintiff's commercial use and goodwill, prima facie indicate that the Plaintiff is the registered proprietor of several trade marks and artistic works forming part of the "TV9" family of marks.

24. This Court also takes note of the comparison chart annexed to the injunction application (Annexure-F), which, on a prima facie comparison, indicates similar colour combination and style between the Plaintiff's marks and the impugned marks adopted by the Defendant. The materials placed on record, including the Defendant's trade mark application, the documents obtained from the Trade Marks Registry, and the screenshots of the Defendant's

websites and social media platforms, prima facie indicate that the Defendant is using the impugned marks "TV19", "TV19 Network" and "TV19 Network Bangla" in relation to news broadcasting and digital media services, which are deceptively similar to those of the Plaintiff. In this respect, it would be worthwhile to refer to the decision of Hon'ble Supreme Court in **Pernod Ricard India Pvt. Ltd. & Anr. v Karanveer Singh Chhabra [2025 INSC 981]** wherein it was observed that deceptive similarity does not necessitates exact imitation and what is material is the likelihood of confusion in the mind of the consumer. At this stage, apart from the plaintiff being the prior user in the field of media broadcasting and related services, (as is apparent from the registered Trade Mark Certificate of the plaintiff and the application for registration of the defendant), the overall visual presentation, colour combination (which the defendants in their application for registration in Annexures – G Page 707 of volume – IV, has mentioned to be blue and red background) trade dress and manner of use, as reflected from the comparison chart and other documents, give rise to a prima facie apprehension of deception and confusion amongst viewers and consumers, which requires protection pending adjudication of the rights of the parties. It also has not been overlooked that the defendants in their reply dated 12.06.2026 to the cease and desist notice dated 14.05.2026 as mentioned they are open to revising its logo in order to facilitate through resolution. Strangely enough, Annexure – K to the injunction petition in pages 786 to 799 in Volume IV depict that the defendants were operating even 29.07.2026. The Hon'ble Apex Court in **Midas Hygiene Industries Pvt. Ltd. v Sudhir Bhatia & Ors. (2004) 3 SCC 90** has held that in cases of infringement either of trademark or of copyright, an injunction must follow and mere delay in bringing action is not sufficient to defeat the grant of injunction.

25. Further, if the Defendants are permitted to continue using the impugned marks, logo, trade dress and colour combination in relation to identical broadcasting and digital media services during the pendency of the proceedings, the alleged acts complained of would continue on a day-to-day basis and may result in further confusion amongst the public, dilution of the Plaintiff's

statutory and proprietary rights, and injury to its goodwill and reputation which may not be adequately compensated by damages alone.

26. Thus, this Court is of the prima facie view that the Plaintiff has been able to satisfy the essential requirements for grant of an ad-interim injunction. Accordingly, without expressing any final opinion on the merits of the case, and solely for the purpose of considering the prayer for interim protection, this Court is satisfied that the Plaintiff has, at this stage, made out a prima facie case and that the balance of convenience and likelihood of irreparable injury justify the grant of an ex-parte ad-interim injunction under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908.

27. Hence, it is

O R D E R E D

that the Defendants, their servants, agents, representatives and all persons claiming through or under them are restrained from using the impugned marks "TV19", "TV19 Network", "TV19 Network Bangla" or any other mark deceptively similar to the Plaintiff's registered "TV9" marks, including any deceptively similar logo, trade dress, artistic work or colour combination, in relation to news broadcasting, digital media and allied services till 05.09.2026.

However, it is made clear that there is no restraint order upon the respondents from carrying on the business under any other mark and/or dress and/or artistic get up and/or colour combination which is not deceptively similar or identical to the registered trade mark used by the petitioner.

Issue notice upon the defendants/respondents directing them to show-cause within 15 days from receipt as to why temporary injunction order as prayed for shall not be granted.

The petitioner is directed to comply with the provisions under Order 39 Rule 3(a) and (b) of the Code of Civil Procedure at once.

To date **(08.10.2026)**.

Dictated & Corrected by me

Sd/- Ishani Chakravarty Banerjee
Judge
Commercial Court, Rajarhat
North 24 Parganas

Sd/- Ishani Chakravarty Banerjee
Judge
Commercial Court, Rajarhat,
North 24 Parganas