$~46

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

\+ CS(COMM) 752/2026

ZEPTO LIMITED & ANR. ....Plaintiffs

Through: Ms. Swathi Sukumar, Senior Advocate with Ms. Aarshia Behl, Ms. Shruti Baid, Mr. Aman Sagar, Ms. Aashi Sharma, Mr. Bhavya Manda, Mr. Ritik Raghuwanshi, Ms. Rishika Aggarwal and Ms. Anshu Tulsyan, Advocates.

versus

SAILENDRA KASHYAP & ORS. .....Defendants

Through:

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

<u>O R D E R</u>

% **22.07.2026**

<u>I.A. 18600/2026</u> <u>*(for pre-institution mediation)*</u>

1. This application is filed on behalf of the Plaintiffs under Section 151 CPC read with Section 12A of the Commercial Courts Act, seeking exemption from Pre-Institution Mediation.

2. Having regard to the facts of the present case wherein urgent relief is prayed for and in light of the judgment of Supreme Court in ***Yamini Manohar v. T.K.D. Keerthi, (2024) 5 SCC 815****,* as also Division Bench of this Court in ***Chandra Kishore Chaurasia v. RA Perfumery Works Private Ltd., 2022 SCC OnLine Del 3529***, exemption is granted to the Plaintiffs from Pre-Institution Mediation.

3. Application is allowed and disposed of.

I.A. 18601/2026*(u/O XI Rule 1(4) r/w Section 151 CPC)*

4. This application is filed on behalf of the Plaintiffs seeking 30 days' time to file additional documents.

5. Plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly in accordance with the provisions of the Commercial Courts Act, 2015.

6. Application is allowed and disposed of.

CS(COMM) 752/2026

7. Let plaint be registered as a suit.

8. Upon filing of process fee, issue summons to Defendants through all permissible modes, returnable before the learned Joint Registrar on 21.08.2026.

9. Summons shall state that the written statements shall be filed by Defendants within 30 days from the receipt of summons along with affidavits of admission/denial of the documents filed by the Plaintiff.

10. It will be open to the Plaintiffs to file replications within 30 days from the date of receipt of written statements along with affidavits of admission/denial of documents filed by Defendants.

11. If any of the parties wish to seek inspection of any documents, the same be sought and given within the timeline prescribed in Delhi High Court (Original Side) Rules, 2018.

12. Learned Joint Registrar will carry out admission/denial of documents and marking of exhibits.

I.A. 18599/2026 *(u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)*

13. This application is filed on behalf of the Plaintiffs under Order XXXIX Rules 1 and 2 read with Section 151 of CPC for grant of *ex parte* ad

interim injunction.

14. Notice be issued to Defendants through all permissible modes, returnable before Court on 30.11.2026.

15. Case of the Plaintiffs as set out in the plaint is that Plaintiff No. 1 is a public company incorporated on 05.12.2020 and is a leading Indian technology-driven company operating in rapid commerce and logistics sector and is engaged in providing wide range of services such as warehousing, logistics, last-mile delivery, marketing and advertising solutions and wholesale trading of consumer goods (B2B). Plaintiff No. 2 is a wholly owned subsidiary of Plaintiff No. 1 and its mobile and website application 'ZEPTO' is operated by Plaintiff No. 2 and the platform enables transactions between buyers and sellers for many consumer goods.

16. It is stated that Plaintiff No. 1 operates under trademarks ZEPTO and and variations thereof and has obtained registrations in Classes 29, 30, 31, 32, 34, 39 and 43 as detailed in paragraph 33 of the plaint. In furtherance of its business and as extension of ZEPTO marks, Plaintiff No. 1 has adopted several variants such as ZEPTO CAFE, ZEPTO ATOM, ZEPTO PHARMACY, ZEPTO CASH, ZEPTO PAY LATER, , and , which are widely used by the Plaintiffs. As of date, Plaintiff No. 2's platform enables transactions between buyers and sellers for consumer goods and provides delivery services of over 2 lakh products across more than 35 categories *inter alia* groceries, fruits, beverages, toys, jewellery, home appliances etc., and over 66 million

customers have transacted on the platform. In October, 2024, Plaintiffs launched digital payment wallet and payment facilitation services under the trademark ZEPTO CASH and recently in February, 2026, they have launched 'pay later' facility through in-built mobile application under trademark ZEPTO PAY LATER, which feature enables consumers to complete purchases instantly and repay the corresponding amount within 15 days without any interest liability.

17. It is stated that Plaintiff No. 2 owns domain names www.zeptonow.com (registered on 10.05.2021) and www.zepto.com (procured on 13.12.2024), to which users are automatically re-directed. For business operations, Plaintiffs have approximately 53,000 employees and over 1.5 million delivery executives across the country and as a testament to the recognition and popularity of the ZEPTO marks, the website www.zeptonow.com receives an organic monthly traffic of 33.3 million visitors. ZEPTO mobile application has witnessed extensive downloads, solidifying Plaintiffs' position as industry leader in quick commerce space. With million of downloads across Google Play Store and Apple App Store, ZEPTO app has become a household name and its mobile application is ranked 6th and 7th on the two stores respectively, under the categories of 'Food & Drinks' and 'Business'.

18. It is stated that keeping abreast with technological advancements, Plaintiffs maintain active presence across leading social media platforms and have a massive fan following on social media pages with 1.8 billion views and 111K subscribers on YouTube, illustratively. Under the ZEPTO marks, Plaintiffs have achieved rapid operational expansion, currently fulfilling an impressive average of 2.77 million orders per day, which makes the

Plaintiffs one of the leading players in the quick commerce market. Plaintiffs have widely promoted the ZEPTO marks across all platforms and are also visible to the general public on numerous billboards, hoardings, posters in public places such as shopping malls and highways. Recently, in March, 2025, Plaintiffs collaborated with Bollywood actor Akshay Kumar and celebrated Telegu film actor Jr. NTR to launch a brand campaign ZEPTO SUPER SAVER. A non-exhaustive list of additional brand collaborations and endorsements is provided in paragraph 21 of the plaint.

19. It is stated that the goodwill and reputation of the Plaintiffs in relation to the ZEPTO marks is evident from the substantial sums of money, totalling more than Rs. 3,270.73 crores, invested in promoting and advertising the goods and services under the ZEPTO marks. Expenditure incurred in financial years 2021-2022 to 2025-2026 is as follows:-

Financial Year	Advertising Expenditure (In INR and Crore)
2021 –2022	175.58
2022 –2023	215.82
2023 –2024	303.55
2024 –2025	1186.66
2025 –2026	1389.12
Total	**3,270.73**

20. It is stated that the immense popularity and success of Plaintiff No. 1 and its ZEPTO marks is also demonstrated from the revenue turnover of Plaintiff No. 1, which has steadily increased since its launch in 2021 from

Rs. 140.71 crores in FY 2021-2022 to approximately Rs. 22,623.58 crores in FY 2025-2026 as follows:-

Financial Year	Turnover (In INR & Crore)
2021 –2022	140.71
2022 –2023	2025.70
2023 –2024	4454.52
2024 –2025	11, 109.95
2025 –2026	22,623.58
Total	40,354.45

21. It is stated that as a testament of the immense goodwill and reputation of ZEPTO marks, Plaintiffs have been conferred with several awards, accolades and recognitions, details of which have been given in paragraphs 27 and 28 of the plaint. Plaintiffs have been recognised as India's first unicorn of 2023 apart from being the ranked first in LinkedIn Top Startups India List. Plaintiffs have over the last five years received huge investments from renowned ventures and growth capital investment funds.

22. It is stated that in March, 2026, Plaintiffs learnt that Defendant No. 4 was unauthorizedly and unlawfully using the impugned marks ZEPTO, ZEPTO FINANCE, ZEPTO FINANCE and ZEPTO FINANCE, on the website http://zeptofinance.com/ for its financial services, including the ZEPTO mark of the Plaintiffs. Defendant No. 5 was also using the impugned marks on its Instagram page accessible at www.instagram.com/zeptofinance, which totally subsume Plaintiffs' mark ZEPTO and in fact, name of the Instagram

page is ZEPTO FINANCE. WHOIS database search revealed that the registrant details of the domain name have been masked using a proxy privacy service. Plaintiffs addressed a cease-and-desist notice to the Defendants on 03.04.2026, cautioning the use of impugned marks and/or ZEPTO mark, however, in the reply sent by Defendant No. 4 under signature of Defendant No. 2, it was denied that Defendants No. 2 and 4 were infringing the marks or passing off their goods. Search of Trade Marks Registry further revealed that Defendant No. 4 has filed trademark applications for the marks Zepto Finance/ on 24.11.2025, which are pending and accordingly, Plaintiffs again wrote to Defendant No. 4 to withdraw the said applications in light of registrations of the ZEPTO marks in favour of the Plaintiffs, however, there was no response.

23. Ms. Swathi Sukumar, learned Senior Counsel for the Plaintiffs submits that adoption and use of the impugned marks, including Plaintiffs' ZEPTO marks by the Defendants is *mala fide* and dishonest. Defendants have adopted an identical mark ZEPTO as well as deceptive variants thereof and have merely added a non-distinctive device and a descriptive term 'Finance', but these cosmetic changes are not enough to differentiate the rival marks. Plaintiffs have launched digital payment wallet and payment facilitation services under the trademark ZEPTO CASH and recently in February, 2026, they have launched 'pay later' facility through in-built mobile application under trademark ZEPTO PAY LATER, which is in the nature of a credit facility and thus there is bound to be confusion amongst

the members of public owing to the nature of rival services and deceptive similarity in the rival marks. Plaintiff No. 1 is the registered proprietor of the ZEPTO marks and has statutory right to their exclusive use and to restrain the Defendants from using deceptively similar marks. Defendants' acts amount to infringement under Section 29(2) as also Section 29(4) of the Trade Marks Act, 1999 ('1999 Act') and are resulting in dilution of the popular ZEPTO marks.

24. Learned Senior Counsel emphasises that *albeit* the law only requires Plaintiffs to prove likelihood of confusion but in the present case, the confusion is a reality. Documents placed on record show actual confusion inasmuch as Plaintiffs received an email from one Mr. Ravi Kumar, wherein he apprised the Plaintiffs that owing to use of mark ZEPTO FINANCE by the Defendants, significant confusion was being caused among users, who deal with the Defendants under a mistaken belief of some association with the Plaintiffs and the malpractices adopted by the Defendants in loan disbursements and recoveries is creating financial loss to innocent members of public. In fact, summons from the City Civil and Sessions Court, Chennai pertaining to Civil Suit No. OS/1133/2026, filed by one Mr. Muhammad Rameez Khan arraying ZEPTO FINANCE as Defendant No. 11, which though intended to be served on the Defendants, as evident from paragraph 4 of the plaint wherein there is a reference to a personal loan of Rs. 52,000/-, have been sent to Plaintiffs' Mylapore darkstore. Plaintiffs have also received numerous legal notices from third parties, who are victims of fraud played by the Defendants using the name ZEPTO FINANCE, which owing to inclusion of ZEPTO, creates an instant association with the Plaintiffs. This is diluting the ZEPTO marks and also causing irreparable harm and

injury to Plaintiffs' formidable goodwill and reputation.

25. It is argued that it is inconceivable that Defendants did not have prior knowledge of Plaintiffs' ZEPTO marks since a simple search on Google search engine reveals the business details and other facts about the Plaintiffs. Defendants have adopted the impugned marks in respect of loan facilities granted by them, with the sole intent to create quick market share for their services at the cost and expense of the Plaintiffs and this is evident from the stark similarity between the rival marks.

26. Having heard learned Senior Counsel for the Plaintiffs and upon perusal of the documents as well as the rival marks, I am of the view that the Plaintiffs have made out a *prima facie* case for grant of *ex parte* ad interim injunction against the Defendants. Balance of convenience lies in favour of the Plaintiffs and they are likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

27. Plaintiff No. 1 is the registered proprietor of the trademarks ZEPTO/ zepto and Plaintiff No. 2 being its wholly owned subsidiary has been authorized to use the marks in relation to its market place platforms and allied services. As averred in the plaint, since adoption of the marks in 2021, Plaintiffs have continuously, extensively and openly used the ZEPTO marks across the country and have garnered immense reputation and goodwill. Plaintiffs have registrations across classes for variants of the ZEPTO mark. Over the years, Plaintiffs have established themselves as one of India's leading quick commerce businesses with operations in numerous cities, servicing million of consumers through online platforms and mobile application and owing to the extensive and uninterrupted use, significant

promotional expenditure, widespread media recognition as also substantial consumer base and importantly, judicial recognition to the popularity of the ZEPTO marks by way of restraint orders against third parties, ZEPTO marks are associated with the Plaintiffs alone.

28. As averred in the plaint, Plaintiffs' website receives an organic monthly traffic of approximately 33.3 million visitors and the ZEPTO mobile application is ranked 6th and 7th on the Google and Apple Play stores respectively, under categories of food and drinks and business. Plaintiffs also have significant social media presence. In 2025, Plaintiffs launched digital payment wallet services under the sub-brand and trademark ZEPTO CASH, which is available at ZEPTO platform and the inbuilt feature, as explained, provides UPI payment options that allow customers to complete transactions without being redirected to external payment applications. In February, 2026, Plaintiffs rolled out the 'Buy Now Pay Later' services under the ZEPTO trademark and the sub-brand is popularly known as ZEPTO PAY LATER, which essentially functions as a specialized form of credit, allowing consumers to finalize transactions without paying the total cost upfront. In sum and substance, the facility is a loan in the form of a modern iteration of loan instalment. Therefore, as put forth by the learned Senior Counsel, Plaintiffs have already expanded into services akin to or overlapping with financial services in the form of digital wallet and credit services. Defendants have adopted deceptively similar marks , ZEPTO FINANCE, and and are operating in the field of

extending loan facilities. It is brought forth in the plaint that Defendants are indulging in malpractices of illegal loan disbursements and forceful recoveries. Innocent members of the public are being deceived into availing loan facilities by misrepresenting through the impugned marks that Defendants have a commercial nexus with the Plaintiffs. Learned Senior Counsel has *prima facie* demonstrated that in the present case, there is real confusion inasmuch as many third-parties have sent legal notices raising grievances of being duped, due to the false association created by the Defendants. In fact, attention of the Court was drawn to copy of the summons received by Plaintiffs from City Civil and Sessions Court, Chennai in a suit filed by one Mr. Muhammad Rameez Khan against ZEPTO FINANCE, which was supposed to be served on the Defendants. There is *prima facie* merit in the contention of the Plaintiffs that owing to deceptive similarity in the rival marks as also in the rival services, there is not only likelihood but actual confusion amongst members of public, which is causing damage to the business as also reputation and goodwill of the Plaintiffs. The deceptively similar impugned marks *prima facie* infringe the registered ZEPTO marks of the Plaintiffs. Adoption of deceptively similar marks for similar/identical services is to encash on the formidable goodwill and reputation of the Plaintiffs and misrepresent to the public so that Defendants are able to make unlawful monetary gains and *prima facie* amounts to passing off.

29. Accordingly, till the next date of hearing, Defendants and all others acting on their behalf are restrained from directly or indirectly, rendering and/or advertising, promoting or marketing their services using the

impugned marks , ZEPTO FINANCE, and and/or any other mark that is identical or deceptively similar to Plaintiffs' trademarks ZEPTO/ and any other variants thereof, amounting to infringement of trademark and passing off.

30. Plaintiffs shall comply with the provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today.

JYOTI SINGH, J

JULY 22, 2026/YA