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

+ CS(COMM) 777/2024 & I.A. Nos. 38966/2024, 38967/2024,
38968/2024 & 38969/2024

SPORTA TECHNOLOGIES PVT. LTD. AND ANR.Plaintiffs

Through: Mr. Rohan Krishna Seth with
Mr. Prithvi Gulati and Mr. Ritwik
Marwah, Advocates.
(M): 9999845680
8802958896
Email: litigation@fiduslawchambers.com

versus

**ANKIT CHAUDHARY ALIAS ANKIT SHEORAN AND
ORS.Defendants**

Through: Ms. Moha Paranjpe, Advocate for
defendant no. 2.
(M): 8369757825
Email: moha.paranjpe@khaitanco.com
Mr. Mukul Singh, CGSC with
Mr. Rajat, GP and Ms. Ira Singh,
Advocate for defendant no. 6 and 7.
(M): 9971359512
Email: mukulsinghcgsc@gmail.com

**CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA**

ORDER
10.09.2024

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I.A. 38969/2024 (Exemption from filing original and clear copies of documents)

1. The present is an application under Section 151 of the Code of Civil



Procedure, 1908 (“CPC”), on behalf of the plaintiffs, seeking exemption from filing originals, clear copies and documents with proper margins.

2. Exemption is granted, subject to all just exceptions.

3. Applicant shall file legible, clear, and translated copies of the documents, on which the plaintiffs may seek to place reliance, before the next date of hearing.

4. Accordingly, the present application is disposed of.

I.A. 38967/2024 (Exemption from instituting Pre-Institution Mediation)

5. The present is an application under Section 12A of the Commercial Courts Act, 2015, read with Section 151 of CPC, seeking exemption from undergoing Pre-Institution Mediation.

6. Having regard to the facts of the present case and in the light of the judgment of Supreme Court in the case of *Yamini Manohar Versus T.K.D. Keerthi*, 2023 SCC OnLine SC 1382, and Division Bench of this Court in *Chandra Kishore Chaurasia Versus RA Perfumery Works Private Ltd.*, 2022 SCC OnLine Del 3529, exemption from attempting Pre-Institution Mediation, is granted.

7. Accordingly, the application stands disposed of.

I.A. 38968/2024 (Application seeking leave to file additional documents)

8. This is an application under Order XI Rule 1(4) read with Section 151 CPC as amended by the Commercial Courts Act, 2015, seeking leave to file additional documents.

9. The plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly as per the provisions of Commercial Courts Act, 2015, and the Delhi High Court (Original Side) Rules, 2018.

10. The application is disposed of, with the aforesaid directions.



CS(COMM) 777/2024

11. Let the plaint be registered as suit.
12. Issue summons
13. Summons is accepted by learned counsels appearing for defendant nos. 2, 6 and 7.
14. Upon filing of the process fee, issue summons to the other defendants by all permissible modes.
15. Summons shall state that the written statement be filed by the defendants within thirty days from the date of receipt of summons. Along with the written statement, the defendants shall also file affidavit of admission/denial of the plaintiffs' documents, without which, the written statement shall not be taken on record.
16. Liberty is given to the plaintiffs to file replication within thirty days from the date of receipt of the written statement. Further, along with the replication, if any, filed by the plaintiffs, an affidavit of admission/denial of documents of the defendants, be filed by the plaintiffs, without which, the replication shall not be taken on record. If any of the parties wish to seek inspection of the documents, the same shall be sought and given within the timelines.
17. List before the Joint Registrar (Judicial) for marking of exhibits, on 24th October, 2024.
18. List before the Court on 08th January, 2025.

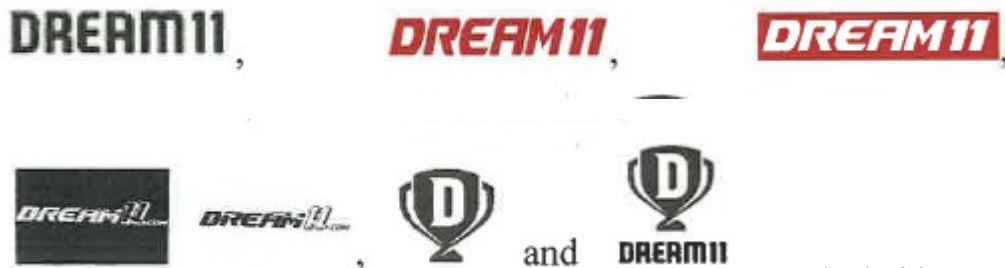
I.A. No. 38966/2024 (Application under Order XXXIX Rules 1 and 2 CPC)

19. The present suit has been filed for permanent injunction restraining infringement of registered trademarks, passing off, rendition of accounts,



fraud, dilution of trademark, damages, and delivery up.

20. Learned counsel appearing for the plaintiffs submits that the present action concerns the plaintiffs' trademark rights in the well-known and widely recognized trademarks DREAM11,



and infringement and passing off the same by the defendant no. 1.

21. It is submitted that defendant no. 1 operates as the administrator of a Telegram Channel named 'DreamTips11', and is also verily believed to be operating two websites being- www.dreamtips11.com and www.fantasyprimemembership.com, which provides tips on how to create a fantasy team for the matches and predict the best outcomes using the DREAM11 platform and are also using the DREAM11 formative marks such as 'DREAM11'/'



'Dream Tips 11'. Further, it was found that defendant no. 1 is offering DREAM11 Prime membership for various amounts based on the number of days the membership is taken for. Defendant no. 1 is portraying the Prime membership as an 'investment



plan' for the customers. The acts of defendant no. 1 amount to infringement, passing off the plaintiffs' DREAM11 trademarks and fraud.

22. It is further submitted that plaintiff no. 1 was incorporated with a view to serve as a one stop provider of a number of online fantasy sport leagues. A fantasy sport league is an online multi-player game where participants draft virtual teams of real players of a professional sport. These virtually drafted teams get points based on the performance of the players in actual games. Each player playing on the fantasy sports platform has to create a team with a maximum budget of 100 credits. The team then earns points based on real life matches and then the team competes with other such teams in the various contests offered by the plaintiffs on the platform. For each real-life match, there are multiple contests which a fantasy player can join, and each contest has an entry fee. The top teams of each contest are then rewarded monetarily. The amount earned is credited to the fantasy player's bank account upon his/her withdrawal request.

23. It is submitted that plaintiffs launched its highly popular fantasy sports platform under the trademark DREAM11 in 2012. Thereafter, and until the present date, the plaintiffs have been the official fantasy sports partner of the International Council of Cricket (ICC), The Campeonato Nacional de Liga de Primera Division (La Liga), Vivo Indian Premier League (IPL), KFC Big Bash League (BBL), Hero Caribbean Premier League (CPL) T20, National Basketball Association (NBA), Vivo Pro Kabaddi League (PKL), International Hockey Federation (FIH), Hero Indian Super League (ISL) and T20 Mumbai. The plaintiff had in 2019 acquired official partner rights from the Board of Control for Cricket in India (BCCI) for international and domestic matches.



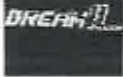
24. It is submitted that plaintiff no. 1 is the registered proprietor of the following trademarks in India:-

S. No.	Trademark	Number	Classes	Date
1.	DREAM11	3802186	9, 16, 35, 41, 42	11 th April 2018
2.	DREAM11	3660715	9, 16, 35, 41, 42	21 st October 2017
3.	DREAM11	3660717	9, 16, 35, 41, 42	21 st October 2017
4.	DREAM11	3660851	9, 16, 35, 41, 42	22 nd October 2017
5.	DREAM11	3660718	9, 16, 35, 41, 42	21 st October 2017
6.	DREAM11	3660720	9, 16, 35, 41, 42	21 st October 2017

7.		3802184	9,16,35, 41 & 42	11 th April 2018
8.		3802185	9,16, 35, 41, 42	11 th April 2018

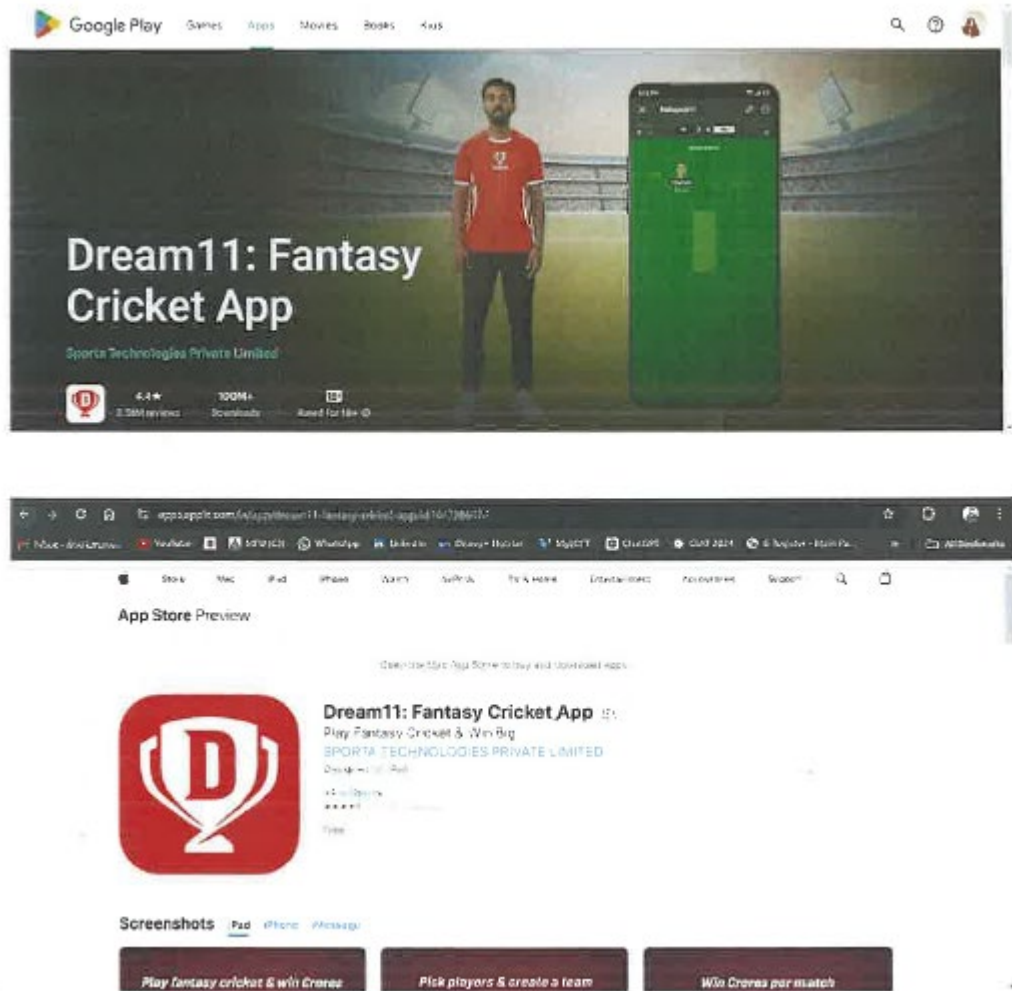
25. It is submitted that plaintiff no. 2 is the registered proprietor of the following trademarks in India:-



S. No.	Trademark	Number	Class	Date
1.	DREAM11	4863621	9, 16, 18, 28, 35, 38, 42 & 45	25 th September 2019
2.	 	1823011	38	28 th May 2009
3.	 	1823015	41	28 th May 2009

26. It is submitted that all the trademarks registrations in favour of the plaintiffs, are valid and subsisting in law.

27. It is further submitted that in connection with its business, the plaintiffs also own and operate the mobile application 'DREAM11', which is available for download on the Google Play Store, the Apple App Store and also through the plaintiffs' official website www.dream11.com. The plaintiffs' DREAM11 mobile application has more than 10 Crore downloads on Google Play Store and has more than 21.1 lakh reviews. While the Apple App Store does not provide the download statistics, it does mention that the plaintiffs' DREAM11 mobile application currently ranks at No. 4 in the 'Sports' section on the Apple App Store and has more than 1.42 lakh reviews. Extracts of the plaintiffs' Google Play Store and Apple App store listings, as given in the plaint, are reproduced as under:-



28. It is further submitted that plaintiffs appointed a number of well-known Indian and International cricketers to be part of their marketing campaigns and advertisements for promotions of their services.

29. It is submitted that plaintiffs became the official sponsor of the Indian Cricket Team for the ICC T20 World Cup 2024. As official sponsors of the

Indian cricket team the 'D' CUP Logo  is prominently printed on the jersey. Plaintiffs have also previously signed a Central Sponsorship contract with the Board of Control for Cricket in India (BCCI) for the Indian



Premier League (IPL) for four years starting with IPL 2019 season, which was widely publicized in the press. As part of the said deal plaintiffs also powered the IPL Season-long Fantasy Sport for fan engagement. The plaintiffs were the title sponsors of Indian Premier League, 2020, which was played in UAE and apart from actively promoting their brand DREAM11 on player jerseys and at the grounds, the plaintiffs' advertisements were broadcast in the breaks during the live matches. Apart from the above, television advertisements for DREAM11 were broadcast throughout the 2019, 2020 and 2021 season of the IPL. In July 2023, the plaintiffs became the official jersey sponsor of the Indian men's, women's and Under-19 cricket team.

30. It is further submitted that in the month of July 2024, the plaintiffs came across the websites www.dreamtips11.com and www.fantasyprimemembership.com, which are almost identical in their 'look and feel', and offer tips on creating fantasy teams for matches and predicting outcomes using the DREAM11 platform. The impugned websites prominently feature DREAM11-related marks such as 'DREAM 11' /



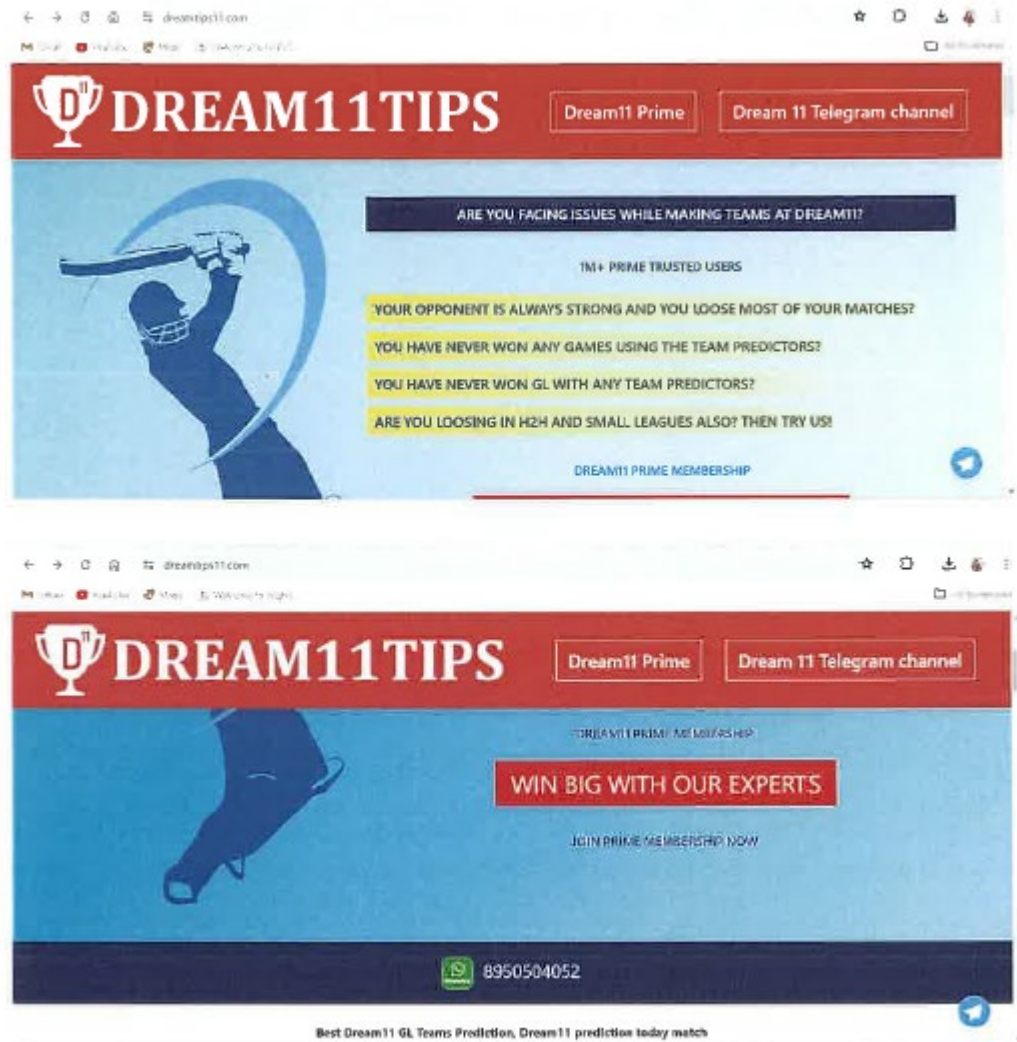
Upon

perusing content of the impugned websites, the plaintiffs noted that they are selling 'DREAM11 Prime membership' and provide a common mobile number: +91 8950504052. The impugned websites also state that the cost for the Dream 11 Prime membership is INR 1500 for 30 days, with a claimed winning ratio of 90%. Screenshots of the impugned websites as



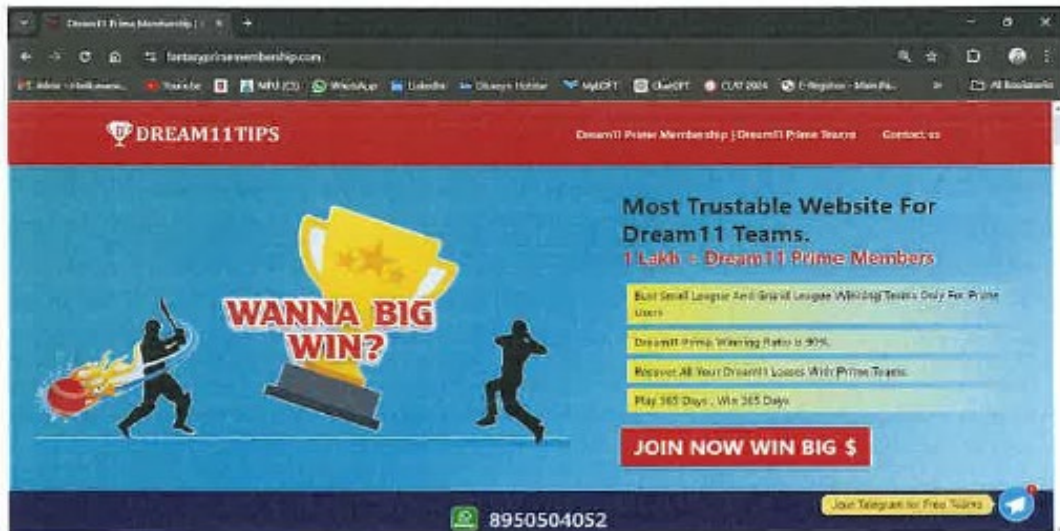
given in the plaint, are reproduced, as under:-

www.dreamtips11.com





www.fantasyprimemembership.com



31. It is submitted that impugned websites additionally provide a link to defendant no. 1's Telegram Channel. Earlier in the month of July 2024, the impugned websites, upon selecting the Telegram icon, redirected users to its channel under the name 'DreamTips11' (link: <https://telegram.me/ATTACK17QH>). However, recently in August 2024,



the impugned websites began redirecting its users to a new channel under the name 'Fantasy Prime' (link: https://telegram.me/Dream_Tips11).

32. It is submitted that as on date, the content on the first Telegram channel (under the name 'DreamTips11') has been removed from a copyright strike. However, the said channel continues to remain accessible. The defendant no. 1, however, continues to post content on their second Telegram channel (under the name 'Fantasy Prime'), wherein, it is using the infringing marks.

33. It is submitted that upon reviewing the contents of the impugned Telegram channels, the plaintiffs' representative noted that defendant no. 1 is the Administrator of these channels. The plaintiffs representative also noted that defendant no. 1 has been consistently uploading various photos showcasing outcomes in fantasy leagues, thereby promoting the notion of high success rates on account of the defendant no. 1's premium membership. Defendant no. 1 has been actively urging members of the Impugned Telegram channels to contact him *via* WhatsApp to purchase the Dream 11 Prime Membership, further detailing the purported benefits and success ratios associated with this membership.

34. It is submitted that defendant no. 1 has no justifiable explanation for the blatant misuse of the plaintiffs' trade names and trademarks, including,



'DREAM 11' 'DREAM11' and ' and related marks. By falsely claiming to provide accurate predictions and tips, defendant no. 1 is not only committing fraud, but also seeking to gain undue and illegal monetary benefits, resulting in unjust enrichment at the expense of the plaintiffs. The



misuse of the plaintiffs' trademarks, including 'DREAM 11'



constitutes a clear case of trademark infringement and passing off. This unauthorized use of the plaintiffs' well-known trademarks misleads the public into believing that defendant no. 1's services are associated with or endorsed by the plaintiffs, which is patently false. Such actions by defendant no. 1 jeopardize the plaintiffs' brand, eroding the trust and goodwill that the plaintiffs have built over time. The defendant no.1's conduct undermines the plaintiffs' legitimate business operations and tarnishes their reputation in the market.

35. It is further submitted that defendant no.1's fraudulent activities, including, guaranteeing a winning ratio above 90% and urging members to purchase their Dream 11 Prime Membership under false pretences, further compound the infringement and passing off. These actions not only misappropriate the plaintiffs' intellectual property but also deceive consumers, leading to financial losses and damage to the plaintiffs' brand integrity. Therefore, it is imperative that the Court recognizes the severity of defendant no. 1's actions and the substantial harm caused to the plaintiffs goodwill and reputation.

36. Attention of this Court has also been drawn to the document showing the phone number which is available on the infringing website. The said document is reproduced as under:-





ARE YOU FACING ISSUES WHILE MAKING TEAMS AT DREAM11?

1M+ PRIME TRUSTED USERS

YOUR OPPONENT IS ALWAYS STRONG AND YOU LOOSE MOST OF YOUR MATCHES?

YOU HAVE NEVER WON ANY GAMES USING THE TEAM PREDICTORS?

YOU HAVE NEVER WON GL WITH ANY TEAM PREDICTORS?

ARE YOU LOOSING IN H2H AND SMALL LEAGUES ALSO? THEN TRY US!

DREAM11 PRIME MEMBERSHIP

WIN BIG WITH OUR EXPERTS

JOIN PRIME MEMBERSHIP NOW

 [8950504052](https://wa.me/8950504052)

Best Dream11 GL Teams Prediction, Dream11 prediction today match

Dream11 Match Prediction



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Dream11 PRIME TEAMS





37. Considering the submissions made by learned counsel appearing for the plaintiffs, the plaintiffs have demonstrated a *prima facie* case for grant of injunction and, in case, no *ex parte ad interim* injunction is granted, the plaintiffs will suffer an irreparable loss. Further balance of convenience also lies in favour of the plaintiffs, and against the defendants.

38. Accordingly, till the next date of hearing, it is directed as follows:-

38.1 Defendant No. 1, its employees, partners, servants, agents, representatives and all other persons/entities in active concert or participation with them are restrained from illegally using, in any form or manner, plaintiffs' 'Dream 11' trademarks as/or part of their Telegram Channel/Websites/promotional/business activities on digital or print media, or in any other manner, which amounts to infringement of the plaintiffs' Dream 11 trademarks and passing off its services and business as those of the plaintiffs.

38.2 Defendant no. 2, Telegram FZ-LLC is directed to block the Impugned Telegram Channels 'DreamTips11' (link: <https://telegram.me/ATTACK17QH>) and 'Fantasy Prime' (https://telegram.me/Dream_Tips11).

38.3 Defendant nos. 3 and 4, the domain registrars, are directed to suspend the domains www.dreamtips11.com and www.fantasyprimemembership.com and unmask and disclose the complete and correct details of the domain registrant and to maintain status quo as to the ownership of the said domains.

38.4 Defendant no. 5, Bharti Airtel Ltd., is directed to disclose the KYC details of the registrant under whose name the phone number, '+91 8950504052' is registered.



38.5 Defendant nos. 6 and 7, DoT and MieTY, are directed to issue a notification to telecom and internet service providers to disable/suspend access in India to defendant no. 1's current (www.dreamtips11.com and www.fantasyprimemembership.com) that infringe the plaintiffs' trademarks.

39. Issue notice to the defendants.

40. Notice is accepted by learned counsels appearing for defendant nos. 2, 6 and 7.

41. Learned counsel appearing for the defendant no. 2 Telegram submits that appropriate steps shall be taken with respect to the infringing sites.

42. Issue notice to the other defendants by all permissible modes, upon filing of process fees, returnable on the next date of hearing.

43. Reply be filed within a period of four weeks, from the date of service.

44. Rejoinder thereto, if any, be filed within a period of two weeks, thereafter.

45. Compliance of Order XXXIX Rule 3 CPC, be done, within a period of one week, from today.

46. List before the Court on 08th January, 2025.

MINI PUSHKARNA, J

SEPTEMBER 10, 2024

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