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

+ **CS(COMM) 269/2024**

RAZORPAY SOFTWARE PRIVATE LIMITED & ANR..... Plaintiff

Through: Ms. Sneha Jain, Advocate with Mr. Yatinder Garg, Mr. Sanidhya Maheshwari and Ms. Rimjhim Tiwari, Advocates.

versus

JOHN DOE & ORS.

..... Defendants

Through: Ms. Anushka Sharda, Advocate with Ms. Madhav Khosla and Ms. Smriti Nair, Advocates for D-8.
Ms. Nidhi Raman, CGSC with Mr. Zubin Singh, Advocate for Defendant Nos. 9 & 10.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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02.04.2024

I.A. 7294/2024 (*seeking exemption from serving Defendant No. 1 in advance*)

1. The Plaintiffs allege that Defendant No. 1 is perpetrating fraud on the general public by creating a false association with them, resulting in grave financial losses to the public. Considering the nature of controversy involved in the present suit as well as the peculiar facts and circumstances of the case, exemption from effecting advance service on Defendant No. 1 is allowed.
2. Application is disposed of.

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I.A. 7291/2024 (seeking leave to file additional documents)

3. This is an application seeking leave to file additional documents under the Commercial Courts Act, 2015.
4. Plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly as per the provisions of the said Act.
5. Accordingly, the application stands disposed of.

I.A. 7293/2024 (seeking exemption from filing original, clear copies, prayer copies and documents with proper margins)

6. Exemption is granted, subject to all just exceptions.
7. The Plaintiffs shall file legible and clearer copies of exempted documents, compliant with practice rules, before the next date of hearing.
8. Accordingly, the application stands disposed of.

I.A. 7292/2024 (under Section 80 of CPC for exemption from issuing notice to Defendant No. 9 and 10)

9. Issue notice. Ms. Nidhi Raman, CGSC for Defendants No. 9 and 10 accepts notice. Reply, if any, be filed within four weeks from today. Rejoinder thereto, if any, be filed within two weeks' thereafter.
10. Re-notify on 03rd September, 2024.

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11. Let the plaint be registered as a suit.
12. Issue summons. Counsel for Defendants mentioned in the appearance above, accept notice on behalf of their respective Defendants. Written statement(s) shall be filed on behalf of the said Defendants within 30 days from today. Upon filing of process fee, issue summons to the remaining Defendants, by all permissible modes. Summons shall state that the written



statement(s) shall be filed by the Defendants within 30 days from the date of receipt of summons.

13. Along with the written statement(s), the Defendants shall also file affidavit(s) of admission/denial of the documents of the Plaintiff, without which the written statement(s) shall not be taken on record.

14. Liberty is given to the Plaintiffs to file replication(s) within 15 days of the receipt of the written statement(s). Along with the replication(s), if any, filed by the Plaintiffs, affidavit(s) of admission/denial of documents of the Defendants, be filed by the Plaintiffs, without which the replication(s) shall not be taken on record. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.

15. List before the Joint Registrar for marking of exhibits on 02nd July, 2024. It is made clear that any party unjustifiably denying documents would be liable to be burdened with costs.

16. List before Court for framing of issues thereafter.

I.A. 7290/2024 (u/Order XXXIX Rules 1 & 2, r/w Section 151 of the Code of Civil Procedure, 1908)

17. Ms. Sneha Jain, counsel for Plaintiff, presents the following facts and contentions for an ad-interim *ex-parte* order of injunction against Defendant No. 1:

17.1. The Plaintiffs are renowned payment gateway service providers, specializing in developing application programme interface for a variety of financial products and other digital financial services, such as payment and payroll processing. Plaintiff No. 1, Razorpay Software Private Limited, was incorporated in the year 2013, and Plaintiff No. 2, its group company, was



established in 2014. Since 2013, the Plaintiffs have been offering a fast, affordable, and secure way for end-to-end online payments, under the trademark “RAZORPAY” since 2013.

17.2. The “RAZORPAY” product profile entails a portfolio of well-recognized technological products, such as, payment gateway, links and pages and payroll.

17.3. Plaintiff No. 2 has obtained registrations for the trademarks “RAZORPAY”, “RAZORPAY X”, “RAZORPAY CAPITAL”,



“ ” and several other formative variants thereof,¹ in classes 9, 35, 36, 38 and 42, *inter alia* in respect of electronic payment and financial transaction services, design and development of computer hardware, business administration, and telecommunications. Particulars of registration have been set put in paragraph No. 23 of the plaint.

17.4. Plaintiffs jointly operate the domain name “www.razorpay.com”, which has been registered in the name of Plaintiff No. 2. Along with this website, the Plaintiffs have also developed a mobile application. Both the website and the mobile application prominently display the Razorpay marks.

17.5. Owing to long and continuous use since its adoption in 2013, the Razorpay marks have garnered significant reputation, that is exclusively attributable to the Plaintiffs.

17.6. In January, 2024, Plaintiffs received multiple complaints against a

¹ Collectively, “Razorpay marks”.



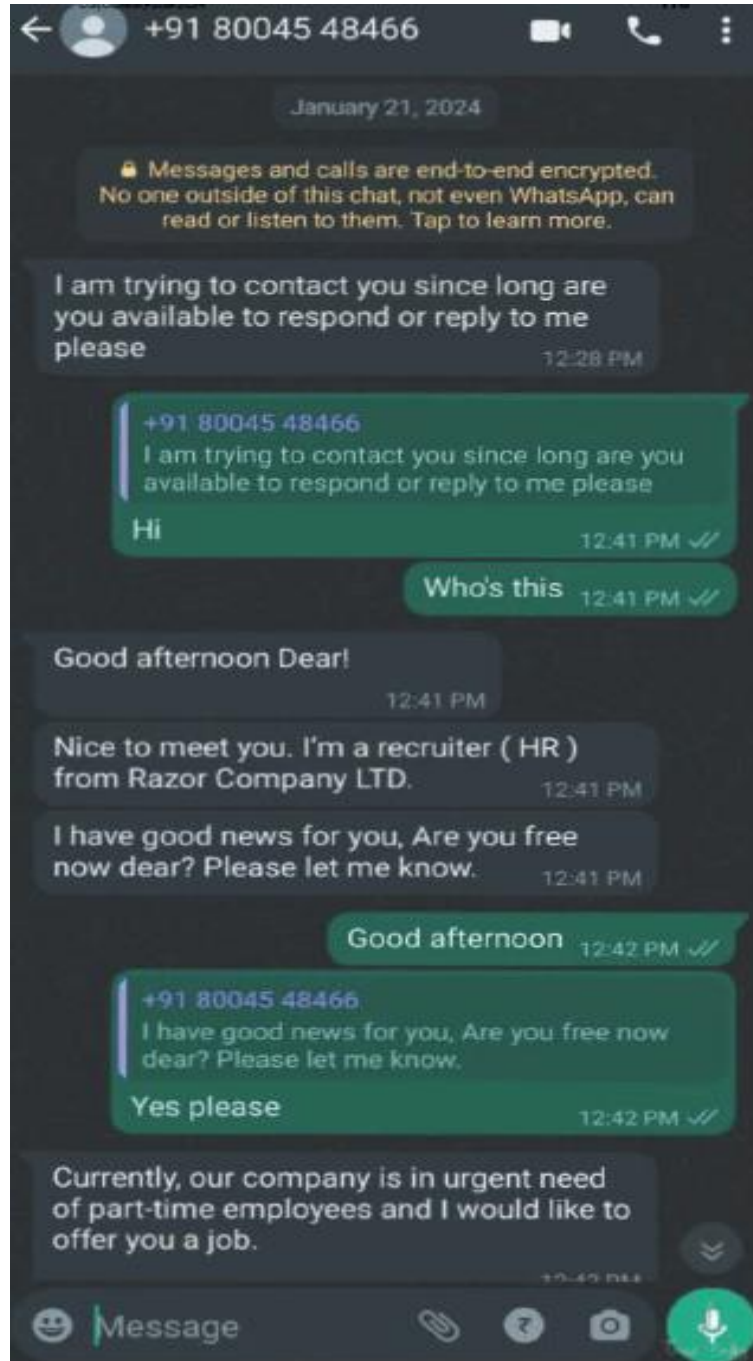
financial scam being operated by Defendant No. 1 on the pretext of providing the consumers a job with the Plaintiffs. As per the account of one of the aggrieved persons, who also lodged FIR No. 0056/2024 on 23rd January, 2024 with a Police Station in Bangalore, the *modus operandi* of Defendant No. 1 is as follows: an unsuspecting consumer is first approached on WhatsApp platform by Defendant No. 1 falsely representing themselves as a recruiter of “Razor Company Ltd.” and offering a part-time job with the said company for extra income. As per the information available on the website of Ministry of Corporate Affairs, no such company exists. Under this scam, the victims are required to deposit a certain amount of money as a security to receive the tasks that they have to complete, with an assurance that the deposit will be returned to them with additional returns every week.

17.7. Once the person agrees to the offer, they are provided with the link of a Telegram channel for completion of certain simple tasks. On the said channel, the victims are provided with a working code and a tutor to guide them. For instance, the complainant was provided with the channel link “<https://t.me/freestyle4425>”, bearing the name “Razor VIP Daily Mission Channel”/ “Razor Daily Activity Group 0121”. After joining the Telegram channel and providing information to the Telegram receptionist, a virtual payment address is shared with the consumers to transfer the investment money for receiving high returns. However, after investing the money in the tasks as required by Defendant No. 1, the consumers never receive any payments. As per the FIR, Defendant No. 1 had solicited Rs. 6,71,000/- from the complainant towards the tasks, which was never returned to him.

17.8. This entire scam is being operated by Defendant No. 1 using the Plaintiffs’ Razorpay marks and trade name. This is evident from the



following screenshots of the conversations and information circulated on the channels/ groups shared by the victim with the Police and the Plaintiffs:





RAZOR Corporate
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Assurance Agreement

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RazorPay
Guarantee Agreement

info@razor.com
1st Floor, SJR Cyber, Hosur Rd, Adugodi, Bengaluru, Karnataka 560030, India
CIN: U72200KA2013PTC097389

On 21/01/2024, the main revenue generated is to protect the safety of investors' funds on Snap deal and COVER accounts. The agreement has been signed.
User ID : 21535
Amount : 1000

Rules and Regulations

- After investors complete the payment, the merchant will guide investors to complete the transaction volume within 20 minutes and earn a return of 30%-45% of the invested capital to investors.
- If investors fail to complete the transaction volume due to personal reasons, the merchant has the right to request compensation from investors for repairs. Please be sure to complete the transaction volume as required by the merchant to avoid unnecessary losses!
- In the process of operating merchant data, if investor business data is lost or if investors refuse to complete the work due to missing business data, the merchant has the right to sue investors and demand compensation for data recovery costs.
- If you have successfully applied for a system combination task and generated task data, you must complete the task before applying for a refund.
- This agreement has legal effect, safeguards the rights and interests of investors, ensures the safety of funds, and can be used to recover funds. However, after the agreement is concluded, if the rights are triggered, the investor's credibility score on this platform will be deducted by 10 points to ensure further withdrawal by the second party.
- This agreement guarantees the safety of the prepayment made by investors each time and is valid for life. This agreement is to protect the safety of investors' funds, and it is hoped that investors will keep it safe.

Harshil Mathur

Party A: RAZOR project team
Party B: 21598

After consultation and agreement between both parties, now RAZOR project team (Party A) and (Party B) has reached the following agreement through friendly consultations on the matter of guarantee in accordance with the principles of equality, voluntary and fairness,

- Party B is willing to pay a total of Rs 1,00,000 rupees to open a large-amount channel.
- Payment amount: Rs.100000
- After the above fees are paid to Party A, Party A will guarantee for Party B to complete the process of unfreezing the account.
- After Party B fulfills its payment obligations, Party A guarantees that it will no longer make any payment in any form and for any reason. Put forward any other cost requirements to Party A.
- After Party B fulfills its payment obligation, the handling of this matter will come to an end. Immediately, and there will be no more disputes between Party A and Party B. any rights and obligations. In the future, due to this result and the results derived from it, Party B shall also be responsible for it, and Party A shall not bear any responsibility for it.
- After the signing of this agreement, both parties shall use this as a basis to fully and earnestly perform this agreement; be entangled for any reason.
- This agreement is the result of equal and voluntary negotiation between the two parties. It is the true intention of both parties and is open, fair and reasonable.
- Both parties A and B have read and understood the content of this agreement in full, and both parties A and B understand that they have violated the legal consequences involved in this agreement; Party A and Party B are fully satisfied with the settlement of this agreement.
- This agreement is a one-time termination agreement.

Party A: RAZOR project team
Party B: 21598
date: 23/5/24



RAZORPAY
GUARANTEE
AGREEMENT

Razorpay Software Private Limited,
1st Floor, SJR Cyber,
22 Laskar Hosur Road, Adugodi,
Bengaluru, 560030,
Karnataka, India
CIN: U72200KA2013PTC097389

On [28 Feb 24] the main revenue generated is to protect the safety of investors' funds on Snapdeal and Razor accounts. The agreement has been signed. ID (30359) RS (15000)

Rules and Regulations




- After investors complete the payment, the merchant will guide investors to complete the transaction volume within 20 minutes and earn a return of 30%-45% of the invested capital to investors.
- If investors fail to complete the transaction volume due to personal reasons, the merchant has the right to request compensation from investors for repairs. Please be sure to complete the transaction volume as required by the merchant to avoid unnecessary losses!
- In the process of operating merchant data, if investor business data is lost or if investors refuse to complete the work due to missing business data, the merchant has the right to sue investors and demand compensation for data recovery costs.
- If you have successfully applied for a system combination task and generated task data, you must complete the task before applying for a refund.
- This agreement has legal effect, safeguards the rights and interests of investors, ensures the safety of funds, and can be used to recover funds. However, after the agreement is concluded, if the rights are triggered, the investor's credibility score on this platform will be deducted by 10 points to ensure further withdrawal by the second party.
- This agreement guarantees the safety of the prepayment made by investors each time and is valid for life. This agreement is to protect the safety of investors' funds, and it is hoped that investors will keep it safe.

Chief Executive Officer
Emma Coach



17.9. The Plaintiffs were also informed that another victim has reported an incident to the Cyber Crime Cell under acknowledgement No. 20201240003588, which described the same methodology as the one described in the FIR. This victim remitted an amount of Rs. 80,000/- to Defendant No. 1 before he was informed that he has not been selected for the job as he failed to complete the tasks effectively. When the said victim claimed his money back, he was asked to pay an additional amount of Rs. 1,20,000/- in order to receive sum already paid.

17.10. During their investigations, the Plaintiffs received information regarding operation of the website “https://www.razorrq.vip/” that incorporates “RAZOR” in the domain name and displays the trademarks

“”, “” and “” on the webpage, which are identical/ deceptively similar to the Plaintiffs’ Razor marks. Even the user interface of the Plaintiffs’ original website has been imitated on this domain name. The Plaintiffs also found the domain names “https://www.razorrw.vip”, “http://razorm.vip/”, and “http://razort.vip”, with similar design and manner of use of Plaintiffs’ trademarks, however, the same are not currently operative.



17.11. Through further inquiries based on the information received from the victims, the Plaintiffs identified Telegram and Facebook accounts/ pages, phone numbers purporting to be customer care helplines, and other domain names that are involved in executing the scam or misusing Plaintiffs’ Razor marks or are openly promoting the fraudulent activities. URLs of the aforesaid webpages/ websites and phone numbers have been mentioned in



paragraphs No. 37 and 39 of the plaint.

17.12. Plaintiff No. 1 also reported the impugned activities to Cyber Economics and Narcotics Crime Police Station, Bangalore, and an FIR has been registered.

18. The Court has considered the afore-noted contentions and examined the record. The afore-noted screenshots and consumer accounts *prima facie* indicate that Defendant No. 1 is unauthorizedly using the Plaintiffs'

trademark “RAZORPAY”/ “ ” or parts thereof “ ” in conjunction with their mark “RAZORPAY”, to lure members of the public into remitting significant amounts of money on the pretext of securing a job with the Plaintiffs and earning returns. Defendant No. 1 is misrepresenting themselves as being employed or associated with the Plaintiffs and targeting unwary persons. To render an impression of authenticity, Defendant No. 1 is also circulating a forged Guarantee Agreement that mentions the Plaintiffs’ trademarks, trade name, registered address, Corporate Identity Number, and signatures of their founder. The impugned domain names, Telegram channels, and WhatsApp accounts use the registered Razor marks without the Plaintiff’s consent and have even emulated the make and design of Plaintiffs’ website, which further accentuates the likelihood of confusion among the target public.



19. In view of the above, the Court is convinced that the Plaintiffs have made out a *prima facie* case in their favour, and in case an *ex-parte* ad-interim injunction is not granted, Plaintiffs will suffer an irreparable loss; balance of convenience also lies in favour of the Plaintiffs and against



Defendant No. 1.

20. Accordingly, the following directions are issued:

20.1. Defendant No. 1, and all persons acting on their behalf, are restrained from using the Plaintiffs' trademarks or logos, including, "RAZORPAY",

“” or “” and /or any deceptive variants thereof which are identical and/ or similar to the Plaintiffs' Razor trademarks in any manner, thereby amounting to infringement or passing off of Plaintiffs' trademarks.

20.2. Defendants No. 2 to 5 [Domain Name Registrars] are directed to block/ suspend access to the respective domain names mentioned in Document-A to the plaint. They shall, within four weeks from today, file in a sealed cover, the complete details concerning the registrants of the aforesaid domain names, including the name, contact details, payment details, and IP addresses, as are available with them. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.3. Defendant No. 6, WhatsApp LLC, is directed to block/ delete WhatsApp accounts of the phone numbers +91-8004548466, +91-9794568247 and +91-8441056411. They shall, within four weeks from today, file in a sealed cover, the Basic Subscriber Information relating to the afore-noted WhatsApp accounts, as is available with them. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of



the perpetrators.

20.4. Defendant No. 6, WhatsApp LLC, is directed to file within four weeks from today, the Basic Subscriber Information relating to the WhatsApp accounts of the phone numbers +91-6398023058 and +91-8103258963, as is available with them, in a sealed cover. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.5. Defendant No. 7, Meta Platforms INC, is directed to block/ remove the Facebook pages available at the URLs enlisted in Document-C to the plaint. They shall, within four weeks from today, file in a sealed cover, the complete details concerning the holders of the aforesaid pages, including the name, contact details, and IP addresses, as are available with them. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.6. Defendants No. 9 and 10 [Ministry of Electronics and Information Technology and Department of Telecommunications, Ministry of Communications and Information Technology, respectively] are directed to issue necessary directions to the telecom service providers and internet service providers to the block websites hosted on the impugned domain names mentioned in Document-A to the plaint.

20.7. Defendants No. 11 to 13 [Banks] shall freeze/ suspend operations of the respective bank accounts mentioned in Document-E to the plaint. They shall, within four weeks from today, file in a sealed cover the information, including the KYC documents, pertaining to the bank account holders of the



bank accounts mentioned in Document-E. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.8. Defendants No. 14 to 17 [Telecom Service Providers] shall temporarily suspend and disable the mobile numbers +91-8004548466, +91-9794568247 and +91-8441056411. They shall, file in a sealed cover, the details of respective persons, including KYC documents, in whose names the said numbers are registered, within four weeks from today. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.9. Defendants No. 14 to 17 shall, within four weeks from today, file in a sealed cover, the details of respective persons, including KYC documents, in whose names the phone numbers enlisted at S. Nos. 4 to 15 of Document-F to the plaint are registered. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

20.10. Defendant No. 18 [National Payments Corporation of India] are directed to suspend and disable the UPI IDs delineated in Document-G to the plaint. They shall, within four weeks from today, file in a sealed cover the information, including the KYC documents and details of associated bank accounts, pertaining to the account holders of the aforesaid UPI IDs. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.



21. Insofar as the relief of suspension/ deletion of Telegram accounts mention in Document-D to the plaint is concerned, Ms. Anushka Sharda, counsel for Defendant No. 8/ Telegram FZ-LLC, points out that the documents placed on record do not reveal any evidence of trademark infringement or passing off by the Telegram accounts under the username/ handle @dugaazerso33, @KOMAR009, and @Durga_879. On this issue, Ms. Jain candidly admits that the pleadings on this aspect are general in nature and do not delineate the activities conducted by each of the alleged infringers. She states that subject to instructions from her clients, she shall consider applying to the Court for suitable amendments for addition of specific averments in respect of the afore-noted three accounts.

22. In view of the above, the Defendant No. 8 is directed to delete the Telegram channels/ groups accessible at the following URLs: https://t.me/paytm_stripe_razorpay_getaways, <https://t.me/komar009>, https://t.me/ishika_999985, and https://t.me/helo_bot_payment. They shall further block/ suspend the Telegram accounts being operated under the username/ handle @ishika_999985 and @freestyle4425. Defendant No. 8 shall, within four weeks from today, file in a sealed cover, all the information relating to the aforesaid Telegram accounts/ channels, as is available with them. A copy of the said documents shall also be provided to counsel for Plaintiffs, which shall be strictly used by them for the purpose of investigation and identification of the perpetrators.

23. Compliance of Order XXXIX Rule 3 of the Code of Civil Procedure, 1908 be done within one week from today.

24. Issue notice. Counsel for Defendants mentioned in the appearance above, accept notice. Reply, if any, be filed within four weeks from today.



Rejoinder thereto, if any, be filed within two weeks thereafter.

25. Upon filing of process fee, issue notice to the remaining Defendants, by all permissible modes, returnable on the next date of hearing. Reply, if any, be filed by the said Defendants within four weeks from the date of service. Rejoinder thereto, if any, be filed within two weeks thereafter.

26. Re-notify on 03rd September, 2024.

SANJEEV NARULA, J

APRIL 2, 2024

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