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

\# **CNR No. DLHC010442582022**

\+ CS(COMM) 819/2022

Date of Decision: **05.11.2026**

IN THE MATTER OF:

AMITABH BACHCHAN
PRATIKSHA
10TH ROAD, JVPD SCHEME
MUMBAI 400 049

.....PLAINTIFF

(*Through: Mr. Sandeep Sethi, Sr. Advocate with Mr. Pravin Anand, Mr. Ameet Naik, Ms. Madhu Gadodia, Mr. Dhruv Anand, Ms. Bhavya Verma, Ms. Unnati Gambani, Mr. Sanjeevi Sishadri, Ms. Shreya Sethi, Mr. Krisna Gambhir and Mr. Ritvik Sharma, Advocates.*)

versus

1. RAJAT NAGI
RAR-210 RAJENDRA ARIHANT TOWER
JANAKPURI, DELHI 110 058
PHONE: NOT AVAILABLE

2. RANA PARTAB SINGH
15 NETAJI SUBHAS ROAD
KOLKATA 700 001

3. MANOJ PUBLICATIONS
NO. 761, MAIN ROAD
BURARI, DELHI 110 084

4. SWAG SHIRTS
2 (1), VETTRI VINAYAKAR STREET

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MURUNGAPALAYAM SOUTH
TIRUPUR 641603

5. TAMATINA
85, M.P NAGAR
GWALIOR 474009

6. RAGHU SHARMA
5570 WHISTLER CR
MISSISSAUGA, ONTARIO
L4Z3R5, CANADA

7. GODADDY.COM LLC
14455 NORTH HAYDEN ROAD
SUITE 219, SCOTSDALE
ARIZONA 85260
UNITED STATES OF AMERICA
(*Defendant No.7 deleted from array of parties vide Order dated 24.02.2026*)

8. MAHESH PATEL
HIT MEDIA
2251 PIMMIT DR.
FALLS CHURCH
VIRGINIA 22043
UNITED STATES

9. DYNADOT LLC
210 S ELLSWORTH AVE
#345 SAN MATEO
CALIFORNIA 94401
UNITED STATES.

AND

John Doe(s)

....DEFENDANTS

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(*Through: Mr. S. C. Singhal and Mr. Parth Mahajan, Advocates for D-1.*
Mr. Vinay Mohan Sharma, Advocate for D-3.
Ms. Tina Garg, Mr. M. K. Ghosh, Mr. Annirudh Gupta, Advocates along with Mr. Siddharth Gupta, AR for D-5.
Mr. Kushal Kumr and Ms. Tanya Manik, Advocates for D-8.)

CORAM:
HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

I.A. 30837/2026 (by plaintiff U/O-XXIII, R-3 of the CPC, seeking decree of suit against defendant nos. 1, 3, 5 & 8)

1. The application has been filed jointly by the plaintiff and defendant nos. 1, 3, 5 and 8 seeking decree of the suit in terms of the settlement.

2. The suit has been instituted *inter alia* for permanent injunction restraining the misappropriation of the plaintiff's publicity rights, passing off, and for damages. The plaintiff has impleaded seven alleged infringers, two domain name registrars as proforma parties, and unidentified infringers as defendant no. 10 (John Doe). Defendant no. 1 developed a mobile application titled 'Amitabh Bachchan Video Call'; defendant no. 2 circulated WhatsApp messages bearing the plaintiff's photograph to promote a purported 'Kaun Banega Crorepati' lottery; defendant no. 3 sold a general knowledge quiz book with the plaintiff's image on its cover; defendant nos. 4 and 5 sold T-shirts and wall posters, respectively, bearing his photographs; defendant nos. 6 and 8 are the registrants of the domain names <amitabhbachchan.com> and <amitabhbachchan.in>, respectively; and defendant nos. 7 and 9 are the registrars of the said domain names.

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3. *Vide* order dated 25.11.2022, this Court granted an *ex-parte ad-interim* injunction in terms of paragraph 32(i) and (ii) of I.A. 19727/2022, including against the John Does, and issued directions in terms of paragraph 32(iii) and (iv) thereof to the necessary statutory authorities and the Telecom Service Providers.

4. The matter was called out for hearing on 09.10.2026.. It was found that some of the parties had explored the possibility of amicable settlement. However, on account of some logistical issues, the settlement could not be finalized. The Court, thus, granted further opportunity to the parties to complete the necessary formalities and to place the formal settlement on record.

5. The hearing was, thereafter, deferred to 16.11.2026 in terms of paragraph no. 6 of the order. The Court had directed that in the event of non-settlement or incomplete settlement, and if the plaintiff wished to pursue the suit on any of the claims or issues, the plaintiff shall remain personally present enabling the Court to exercise its power under Order X Rule 2 read with Order V Rule 3 of the CPC and Section 168 of the Bharatiya Sakshya Adhiniyam, 2023.

6. By way of the present application, it has been brought to the notice of the Court that the matter stands settled *qua* defendant nos. 1, 3, 5 and 8. The terms of the settlement have been enumerated in paragraph no. 7 of the application. The said defendants acknowledge the plaintiff's publicity rights and his right to privacy.

7. Defendant no. 1 states that he has taken steps to delete the mobile application 'Amitabh Bachchan Video Call'; defendant no. 3 states that it has discontinued the publication of its 'General Knowledge Quizbook'

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bearing the plaintiff's image; defendant no. 5 states that it has discontinued the sale of posters bearing the plaintiff's images, name and likeness; and defendant no. 8 states that he deleted the domain name <amitabhbachchan.in> in November, 2022 and made no monetary gains therefrom. Each of them has undertaken not to use the plaintiff's name, image, voice, likeness or any other aspect of his persona in future without his express permission, and has agreed to suffer a decree in terms of paragraph no. 76(a) to (c) of the plaint. The undertakings bind their legal heirs, representatives and assigns-in-business. Subject thereto, the plaintiff has forgone the claims under paragraph no. 76(d) to (k) of the plaint against them.

8. Order XXIII Rule 3 of the CPC authorises the Court to pass a decree on a compromise whereby the parties have adjusted the suit "wholly or in part", and such decree is to be passed "so far as it relates to the parties to the suit". A settlement with some of the defendants can, therefore, be given effect to *qua* those defendants alone. The essentials of the provision are that (i) the compromise is lawful, (ii) it is reduced in writing, and (iii) it is duly signed by the parties arriving at the compromise. The Supreme Court in ***Gurpreet Singh v. Chatur Bhuj Goel,***[1] has held as under:

> *10. Under Rule 3 as it now stands, when a claim in suit has been adjusted wholly or in part by any lawful agreement or compromise, the compromise must be in writing and signed by the parties and there must be a completed agreement between them. To constitute an adjustment, the agreement or compromise must itself be capable of being embodied in a decree. …*

9. The application is in writing and has been signed by the plaintiff and defendant nos. 1, 3, 5 and 8. Its terms are complete and capable of being

[1](1988) 1 SCC 270.

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embodied in a decree. The settlement has been agreed upon without fear or coercion, and the parties appear to have entered into it on their own volition. Nothing has been pointed out which would render it void or voidable under the Indian Contract Act, 1872. The Court is, therefore, satisfied that the settlement meets the essentials of Order XXIII Rule 3 of the CPC, and the parties shall be bound by it.

10. Accordingly, the application stands allowed. The suit stands decreed *qua* defendant nos. 1, 3, 5 and 8 in terms of paragraph no. 76(a) to (c) of the plaint and in terms of paragraph no. 7 of the instant application.

11. Let the decree sheet be drawn up by the Registry. The application, which embodies the terms of the compromise, shall form part of the decree sheet.

I.A. 30836/2026 (by plaintiff u/O-8, R-10 of the CPC seeking decree of suit against def-2,4,6 & 9 in terms of para-8,9 & 11 of application)

12. The plaintiff has also filed the present application under Order VIII Rule 10 of the CPC seeking for the following reliefs:

> "*a) Decree the suit against Defendant Nos. 2, 4, 6 and 9 in terms of Paragraph Nos. 8, 9 and 11 of the present application under Order VIII Rule 10 of the CPC;*
>
> *b) Decree the suit against Defendant No. 10 in terms of Paragraph Nos. 10 and 11 of the present application*;"

13. *Qua* defendant no. 7, it is pointed out that the said defendant has already been deleted *vide* order dated 24.02.2026. Defendant no. 10 comprises the John Does. The plaintiff has made the following averments *qua* defendant nos. 2, 4, 6 and 9:

> *"8. Of the remaining Defendants, Defendant Nos. 2, 4, 6 and 9 have not appeared nor filed Written Statements, and consequently their right to file their Written Statements stands closed vide order dated 25th September*

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2023.

9. In view of the failure of Defendant Nos. 2, 4, 6 and 9 to appear pursuant to summons and present the written statement called for by the Hon'ble Court, it is open for the Court to invoke Order VIII Rule 10 of the CPC to pronounce judgment against them or to pass such other order as this Hon'ble Court may think fit. Invoking the said provision, it is submitted that this Hon'ble Court may, in view of the aforesaid default of the said Defendants, pronounce judgment against the said Defendants as prayed for in the Plaint."

14. Thus, the said defendants, despite service, have chosen not to appear, and no written statement has been presented on their behalf. Their right to do so stands closed since 25.09.2023, and in a commercial suit, the time for filing the written statement cannot be extended beyond the period stipulated in the proviso to Order VIII Rule 1 of the CPC.

15. However, the provision of Order VIII Rule 10 of the CPC is not to be applied mechanically. The Supreme Court in ***Asma Lateef v. Shabbir Ahmad,***[2] has held as under:

28. What emerges from a reading of Balraj Taneja [Balraj Taneja v. Sunil Madan, (1999) 8 SCC 396], with which we wholeheartedly concur, is that only on being satisfied that there is no fact which needs to be proved on account of deemed admission, could the court pass a judgment against the defendant who has not filed the written statement; but if the plaint itself suggests involvement of disputed questions of fact, it would not be safe for the court to pass a judgment without requiring the plaintiff to prove the facts. ...

16. In the same decision, the Supreme Court cautioned that the power ought to be invoked with circumspection where some of several defendants contest the suit, so as to avoid inconsistent decrees. No such situation arises here. None of the defendants has filed a written statement disputing the plaintiff's case, and defendant nos. 1, 3, 5 and 8 have themselves accepted

[2](2024) 4 SCC 696.

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the plaintiff's rights and suffered a decree.

17. In ***Titan Industries Ltd. v. M/s Ramkumar Jewellers,***[3] this Court recognised that "the right to control commercial use of human identity is the right to publicity", and held that liability for its infringement turns on "Validity: The plaintiff owns an enforceable right in the identity or persona of a human being" and "Identifiability: The Celebrity must be identifiable from defendant's unauthorized use." Both elements are satisfied. The impugned uses employ the plaintiff's very name and photographs, for commercial gain and without his consent, and falsely suggest his endorsement. The plaint does not disclose any disputed question of fact requiring trial, and no purpose would be served in relegating the plaintiff to lead *ex-parte* evidence, which would merely repeat the plaint. Rule 27 of the Delhi High Court Intellectual Property Rights Division Rules, 2022 also enables the Court to pass a summary judgment in such a case.

18. The interim injunction dated 25.11.2022 operated against the John Does as well. The plaint discloses a continuing pattern of anonymous misuse of the plaintiff's persona, through websites, applications, posters and messaging platforms, which the plaintiff cannot track to identified persons. The decree in terms of paragraph no. 76(a) to (c) shall, therefore, also operate against defendant no. 10.

19. Liberty is also granted to the plaintiff, as prayed in paragraph no. 11 of the application, to institute fresh proceedings in the event of a fresh cause of action.

20. The Court, thus, finds that the suit deserves to be decreed *qua* defendant nos. 2, 4, 6, 9 and 10 in terms of the prayers mentioned at

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paragraph no. 76(a) to (c) of the plaint.

21. The application stands allowed. Let the decree sheet be drawn up by the Registry.

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22. Defendant nos. 1, 3, 5 and 8 shall abide by the terms of the settlement.

23. Defendant nos. 2, 4, 6 and 9 and 10 have suffered the decree in terms of the prayers mentioned at paragraph no. 76(a) to (c) of the plaint. The *ex-parte* ad-interim injunction dated 25.11.2022 stands merged with the decree.

24. Therefore, in view of the order passed in I.A. 30837/2026 filed under Order XXIII Rule 3 of the CPC and I.A. 30836/2026 filed under Order VIII Rule 10 of the CPC, the suit, along with pending application(s), if any, stands disposed of.

25. The date already fixed, i.e., 16.11.2026, stands cancelled.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

NOVEMBER 5, 2026
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[3]2012 SCC OnLine Del 2382.

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