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

+ **CS(COMM) 202/2022**

SPORTA TECHNOLOGIES

PVT. LTD. AND ANR.

..... Plaintiffs

Through: Mr. Shwetasree Majumder and
Mr. Rohan Krishna Seth, Advocates.

versus

UNFADING OPC PRIVATE LIMITED

..... Defendant

Through:

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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01.04.2022

I.A. 5073/2022 (additional documents)

1. Present application has been preferred on behalf of the Plaintiffs seeking leave to file additional documents under Order 11 Rule 1 (4) CPC.
2. Plaintiffs, if they wish to file additional documents at a later stage, shall do so strictly as per the provisions of the Commercial Courts Act, 2015.
3. Application is disposed of.

I.A. 5074/2022 (filing original documents)

4. Subject to the Plaintiffs filing originals, clearer copies and documents with proper margins, which they may seek to place reliance, within four weeks from today, exemption is granted.
5. Application is allowed and disposed of.

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6. Let plaint be registered as a suit.
7. Upon filing of process fee, issue summons to Defendant, through all permissible modes, returnable on 11.07.2022. Summons shall state that the written statement shall be filed by the Defendant within 30 days from the receipt of summons. Along with the written statement, Defendant shall also file an affidavit of admission/denial of the documents of the Plaintiffs.
8. Replication be filed by the Plaintiffs within 15 days of the receipt of the written statement. Along with the replication, an affidavit of admission/denial of documents filed by the Defendant, shall be filed by the Plaintiffs. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.
9. List before the Joint Registrar for marking of exhibits on 11.07.2022.
10. List before the Court on 04.08.2022.

I.A. 5072/2022 (under Order 39 Rules 1 and 2 CPC)

11. Issue notice to the Defendant through all prescribed modes, returnable on 04.08.2022.
12. Present application has been preferred by the Plaintiffs under Order 39 Rules 1 and 2 read with Section 151 of the Code of Civil Procedure 1908 for grant of *ex-parte ad-interim* injunction.
13. Plaintiff No.1 is a private limited company having its registered office at Mumbai. Plaintiff No.2 is a company incorporated in the United States of America and Plaintiff No.1 is a wholly owned subsidiary of Plaintiff No.2.
14. It is averred in the plaint that Plaintiffs are a hugely popular and well-known fantasy sports platform launched in 2012 and are 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, International Hockey Federation (FIH), Hero Indian Super League and T20 Mumbai. Plaintiffs have also acquired official partner rights for the international and domestic matches of the Board of Control for Cricket in India (BCCI) since 2019.

15. It is averred by the Plaintiffs that Plaintiff No. 2 is the registered proprietor of, *inter alia*, the trademark Dream 11 in a number of classes in India. It also registered the domain www.dream11.com on 17.03.2008. Details of the registrations are mentioned in paras 7 and 8 of the plaint. The registrations are valid and subsisting.

16. It is further averred that the Plaintiffs' mobile and online platform have over 12 crore users playing fantasy, cricket, hockey, football, etc. as on the present date. Plaintiffs' rights over the trademark 'Dream 11' have been upheld by this Court in several suits against many third parties, who have used variants of 'Dream 11' in their domain names such as 'eDream11', 'dream11.bet', 'mydream11', etc.

17. It is the case of the Plaintiffs that Defendant is the owner and operator of the website www.sattadream11.com which appears to have been registered on 01.11.2021. Defendant appears to be offering sports betting services on their website, which by their nature are illegal in India. Defendant is not only using the mark "Satta Dream11" as a word, but also

the logo , the dominant part of which is

the Plaintiffs' trademark 'DREAM 11', with the prefix "satta", which in Hindi language means and connotes gambling/betting and is therefore descriptive of the Defendant's services.

18. It is averred that the unlawful nature of the Defendant's business is further apparent from its own claim on its website, which states the following:

"Satta Dream11 game is drawing and lottery based mostly game, however currently it's categorised in satta gambling, and Satta Dream11 is currently terribly renowned and largely taking part in game across the globe individuals are crazy playing this game but currently the foremost necessary factor is that this game is failed to follow the law and rule regulation that's why Satta Dream11 or Play Bazaar and every one the sport UN agency similar those like game these are prohibited and illegitimate game, as a result of they failed to follow the protocols and rule of our Country"

"As we know that Satta Matka and Satta Dream11 is a form of gambling, played all over India and some neighbor countries as well, this game is a type of lottery game played on numbers and digits, that may be ban in India but openly played in other nations in another form live rummy, casino, slop and bingo."

19. It is contended by learned counsel for the Plaintiffs that by using the Plaintiffs' trademark, the Defendant is tarnishing the reputation and image of the Plaintiffs in as much as the public is associating the Plaintiffs with the unlawful activities carried out by the Defendant. The use of the trademark is clearly with the objective of riding over the goodwill and reputation that the Plaintiffs enjoy in the concerned field of fantasy sports.

20. Having heard the learned counsel for the Plaintiffs, this Court is of the view that Plaintiffs have made out a *prima facie* case for grant of *ex parte*

ad-interim injunction. Balance of convenience lies in favour of the Plaintiffs and they are likely to suffer irreparable harm in case the injunction, as prayed for, is not granted.

21. Accordingly, Defendant, its directors, representatives and/or other(s) acting for/on its behalf are restrained from using the mark ‘SattaDream11’ or any deceptively similar variant thereof, as the trademark, tradename, domain name or on social media, email addresses or in any other manner which amounts to infringement of the Plaintiffs’ ‘Dream11’ trademarks or passing off thereto, till the next date of hearing.

22. Godaddy.com LLC is directed to suspend access to the domain name www.sattadream11.com, within a period of one week from the date of receipt of this order.

23. Plaintiffs shall comply with the provisions of Order 39 Rule 3 CPC within one week from today.

JYOTI SINGH, J

APRIL 01, 2022/st