



2024:DHC:8142



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

% *Date of decision: 16th October, 2024*

+ CS(COMM) 663/2023 & I.A. 18534/2023

SPORTA TECHNOLOGIES PVT. LTD., AND ANR.Plaintiffs

Through: Mr. Rohan Krishna Seth and Ms.
Shilpi Sinha, Advocates.

versus

HONG YI F35 AND OTHERSDefendants

Through: Mr. Parva Khare, Advocate.

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

AMIT BANSAL, J. (Oral)

1. The present suit has been filed seeking relief of permanent injunction restraining the defendants from infringing the trademark and copyright of the plaintiffs, passing off their goods and services as that of the plaintiffs and other ancillary reliefs.

PLEADINGS IN THE PLAINT

2. Plaintiff no.1-Sporta Technologies Pvt. Ltd. is a company incorporated in 2007 under the laws of India. Plaintiff no.2-Dream Sports Inc. is incorporated under the laws of Delaware, USA, and is the holding company of the plaintiff no.1.

3. The plaintiffs own and operate the 'DREAM11' fantasy sports platform, launched in 2012, which allows participants to draft virtual teams based on real players' performances in actual games.

4. The plaintiffs' fantasy sports platform has attracted investments from



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several notable investors. The popularity of the plaintiffs' platform is further evidenced by the awards it has won, including the Red Herring 100 Award and the Red Herring Asia 100 Award. In the year 2019, the plaintiffs signed a Central Sponsorship contract with the Board of Control for Cricket in India (BCCI) for the Indian Premier League (IPL). As a result of the above-mentioned activities undertaken by the plaintiffs, the Dream11 trademarks enjoy immense reputation and goodwill among consumers.

5. Plaintiff no.1 is the registered proprietor of the following trademarks in India:

S. No.	Trademark	Number	Class	Date
1.		3802186	9, 16, 35, 41, 42	11 th April, 2018
2.		3660715	9, 16, 35, 41, 42	21 st October, 2017
3.		3660717	9, 16, 35, 41, 42	21 st October, 2017
4.		3660851	9, 16, 35, 41, 42	22 nd October, 2017
5.		3660718	9, 16, 35, 41, 42	21 st October, 2017
6.		3660720	9, 16, 35, 41, 42	21 st October, 2017
7.		3802184	9, 16, 35, 41, 42	11 th April, 2018



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8.		3802185	9, 16, 35, 41, 42	11 th April, 2018
9.		5262737	9, 16, 18, 25, 28, 35, 38, 41, 42, 45	27 th December, 2021

6. 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

The Certificates for use in Legal Proceedings are filed as document nos. 2 and 3 of the documents filed along with the plaint. All the aforesaid registrations remain valid and subsisting.

7. Additionally, the plaintiff no.2 is the registrant of the domain 'dream11.com', which has been registered since 17th March 2008. The plaintiffs host an active website from the said domain, wherein it provides information about its Dream11 platform, and also permits users to download



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the mobile application on Android and Apple mobile phones. The plaintiffs' website www.dream11.com has a unique user interface ('UI') which is proprietary to and solely associated with the plaintiffs. The uniqueness of the UI vests in the manner of representation of information, ease of use of the website's features and extent of information and data provided on the website to utilize the plaintiffs' services. The plaintiffs own a copyright with respect to the UI of its above website. The screenshots of the said website are provided in paragraph 12 of the plaint.

8. This Court has previously recognized the plaintiffs' statutory rights in their DREAM11 trademarks, issuing injunctions against infringing third-party variants like EDream11, Dream11apk.in, Dream11app.in, Dream11.net and others.

9. Defendant no. 1 is the owner and operator of the website www.dream11com.in (hereinafter referred to as 'the impugned website'). Defendant no. 1 has replicated the plaintiffs' earlier version of www.dream11.com website and is using the plaintiffs' registered trademark

'DREAM11', as well as the logos , ,  and

the tagline , as well as domain name 'dream11com.in' (collectively referred to as 'the impugned marks').

10. Defendant no. 1 claims to offer fantasy sports services identical to those provided by the plaintiffs, thereby misleading the public. The similarities are detailed in paragraph 25 of the Plaint.

11. On the impugned website, the 'Register Account' link and the hyperlinks in the 'How to Play on Dream11 App' FAQ section redirect users



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to www.gugobet.com, which actively promotes betting and gambling activities. Notably, the ‘Gugobet Sponsor’ section of the aforesaid site claims it is “one of the biggest global sports betting websites, founded in the UK since 2006.” By creating a mirror website, the defendant no. 1 is diverting users of the plaintiffs’ Dream11 platform to a site that offers illegal betting and gambling services in India, thereby tarnishing the plaintiffs’ goodwill and reputation.

12. Defendant no.2 is GoDaddy.com, LLC, the Domain Name Registrar that registered the domain ‘dream11com.in’ for the defendant no.1. Defendants no.3 and 4 are Department of Telecommunications and Ministry of Electronics and Information Technology respectively, which were impleaded to seek temporary blocking orders against the website www.dream11com.in. Defendant no.5 is the National Internet Exchange of India.

PROCEEDINGS IN THE SUIT

13. On 22nd September 2023, this Court granted an *ex-parte ad-interim* injunction against the defendant no. 1. Defendant no. 2 was directed to lock and suspend the domain ‘dream11com.in’ and provide details of the Registrant of the said domain, which were subsequently disclosed. Thereafter, the plaintiffs filed an amended Memo of Parties on 16th November 2023, substituting Hong Yi \u5f35 as the defendant no. 1.

14. On 17th November 2023, the learned Joint Registrar noted that the defendants no.2 to 4 were duly served. Despite this, no written statement was filed on behalf of the said defendants and the maximum permissible period of 120 days expired.

15. Defendant no. 1 was served on 9th February 2024 but failed to file a



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written statement within the maximum permissible period of 120 days. The right to file written statements for all defendants was consequently closed on 12th August 2024.

16. The plaintiffs now seek a decree in terms of Order VIII Rule 10 of the Code of Civil Procedure, 1908 (CPC). In this regard, Mr. Seth, counsel for the plaintiffs, relied upon the judgment of this Court in *Satya Infrastructure Ltd. & Ors. vs. Satya Infra & Estates Pvt. Ltd.*, 2013 (54) PTC 419 (Del) [CS(OS) 1213/2011, decided on 07.02.2013].

ANALYSIS AND FINDINGS

17. I have heard the submissions of Mr. Rohan Krishna Seth, learned counsel for the plaintiffs and also perused the material on record.

18. In *Satya Infrastructure* (supra), a Co-ordinate Bench of this Court held as follows:-

“4. The next question which arises is whether this Court should consider the application for interim relief and direct the plaintiffs to lead ex parte evidence. The counsel for the plaintiffs states that the plaintiffs are willing to give up the reliefs of delivery, of rendition of accounts and of recovery of damages, if the suit for the relief of injunction alone were to be heard today.

5. I am of the opinion that no purpose will be served in such cases by directing the plaintiffs to lead ex parte evidence in the form of affidavit by way of examination-in chief and which invariably is a repetition of the contents of the plaint. The plaint otherwise, as per the amended CPC, besides being verified, is also supported by affidavits of the plaintiffs. I fail to fathom any reason for according any additional sanctity to the affidavit by way of examination-in-chief than to the affidavit in support of the plaint or to any exhibit marks being put on the documents which have been filed by the plaintiffs



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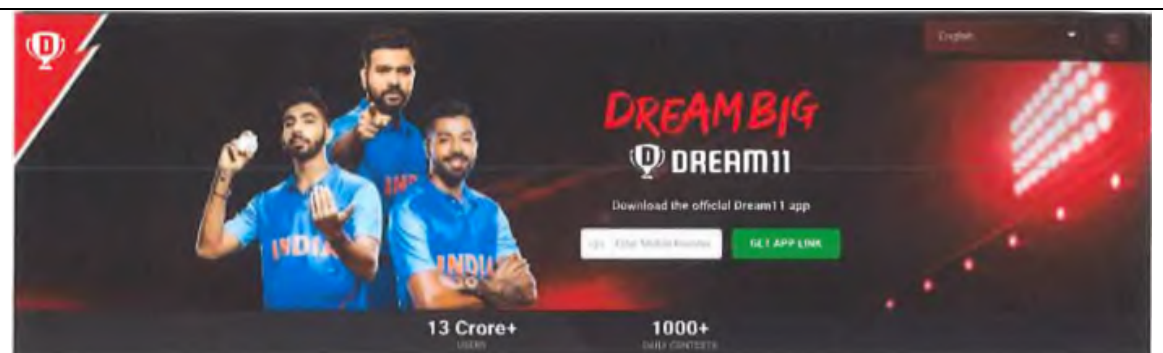
and are already on record. I have therefore heard the counsel for the plaintiffs on merits qua the relief of injunction.”

19. It is trite law that in an uncontested suit, it is not necessary to require the plaintiffs to lead evidence, and a summary disposal of the suit is permissible, on the basis of the contents of the plaint, supported by the statement of truth along with an affidavit and declaration under the Commercial Courts Act, 2015. Therefore, in my opinion this suit does not merit trial and the suit is capable of being decreed in terms of Order VIII Rule 10 of CPC.

20. From the averments made in the plaint and the evidence on record, the plaintiffs have been able to prove that they are the registered proprietors of the trademarks “DREAM11”. The plaintiffs also have a copyright over the UI of their website “www.dream11.com”.

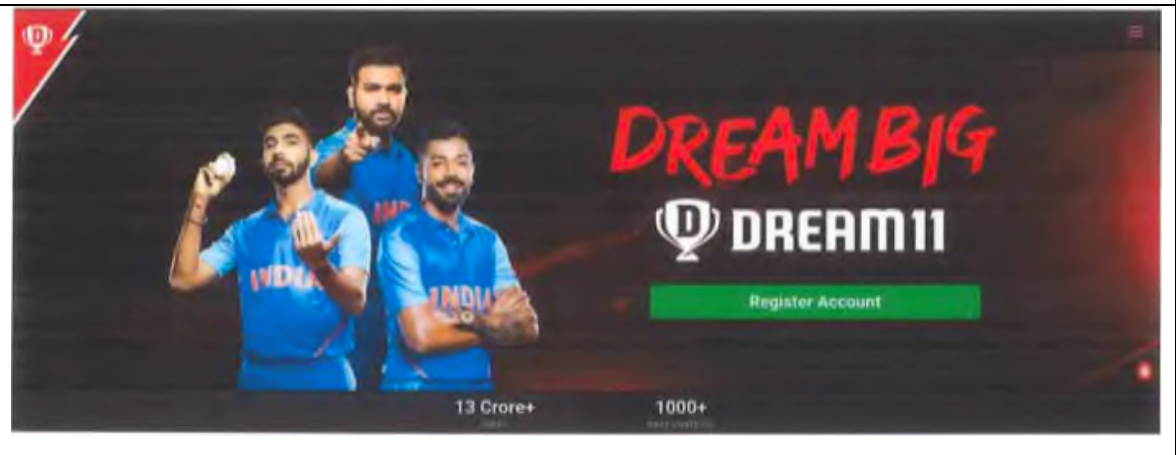
21. The plaintiffs have placed on record screenshots from the defendant no.1’s website, www.dream11.com.in, to show that the defendant no.1 is indulging in infringement and passing off the plaintiffs’ registered mark, ‘DREAM11’. The similarities between the plaintiffs’ earlier version of its website and defendant no. 1’s impugned website are set out below:

PLAINTIFFS’ WEBSITE





DEFENDANT NO.1'S WEBSITE



PLAINTIFFS' WEBSITE



DEFENDANT NO.1'S WEBSITE





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22. The comparison above categorically shows that the defendant no.1 is using a mark which is virtually identical, and bears phonetic, structural and visual similarities to that of the plaintiffs. The impugned mark, “DREAM11”, is clearly used as the domain name of the defendant no.1’s website and its logo. Further, the tagline “DREAM BIG” is reproduced in the same manner on the website of the defendant no.1. The description of the defendant no.1’s platform as contained on its website reveals that its services are identical to those of the plaintiffs. The defendant no.1, through its website, is accepting payments from the public for the services it provides. Hence, the defendant no.1 has replicated the contents, colour scheme, and the ‘DREAM11’ trademarks of the plaintiffs’ website.

23. The plaintiffs have also cited several orders passed by this Court where the rights in the plaintiffs’ registered trademarks have been protected. The orders passed by this Court are in various proceedings and include the following:

- i. CS (COMM) No. 44 of 2023; *Sporta Technologies Pvt. Ltd. vs. DreamZ11*; judgment dated 19th October 2023
- ii. CS (COMM) No. 202 of 2022; *Sporta Technologies Pvt. Ltd. vs. Unfading OPC Pvt. Ltd.* ; judgment dated 7th July 2023
- iii. CS (COMM) No. 375 of 2019; *Sporta Technologies Pvt. Ltd. vs. Edream 11 Skill Power Pvt. Ltd.*; judgment dated 20th Feb 2024

24. Based on the discussion above, a clear case of infringement of trademark and copyright is made out. The defendant no.1 has taken unfair advantage of the reputation and goodwill of the plaintiffs’ trademark/artistic work and has also deceived the unwary consumers of their association with the plaintiffs by dishonestly adopting the plaintiffs’ registered marks without



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any plausible explanation. Therefore, the plaintiffs have established a case of passing off as well.

25. At this stage, it may be relevant to note that the defendant no.1 did not appear before the Court, despite service of summons on 9th February, 2024 *via* e-mail. Further, no communication on behalf of the defendants have been placed on record in respect of the allegations of the plaintiffs in this suit. Hence, the right to file written statements for all the defendants was closed on 12th August 2024.

26. Since the defendants have failed to take any requisite steps to contest the present suit, despite having suffered an *ad interim* injunction order, it is evident that they have no defence to put forth on merits.

RELIEF

27. In view of the foregoing analysis, the suit is decreed in terms of prayer clauses 44(a), 44(b) and 44(c) of the plaint. The said clauses read as follows:

“44. In view of the facts and circumstances disclosed hereinabove, the Plaintiffs most respectfully pray that this Hon'ble Court may be pleased to pass:

a. A decree of permanent injunction restraining the Defendant No. 1, its representatives and/or others acting for and on its behalf from using the marks 'Dream 11' along-with the logos



and the tagline



DREAM BIG or any deceptively similar variant thereof, as a trademark, trade name, domain name, as part of their email addresses or in any other manner which amounts to infringement of the Plaintiffs' Dream 11 trademarks listed in the plaint;

b. A decree of permanent injunction restraining the Defendant No. 1, its representatives and/or others acting for and on its behalf from using the marks 'Dream 11' along-with the



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logos **DREAM11**,   and the tagline **DREAMBIG** or any deceptively similar variant thereof, as a trademark, trade name, domain name as part of their email addresses or in any other manner which amounts to passing off the services and business of the Defendants as that of the Plaintiffs;

c. A decree of permanent injunction restraining the Defendant No. 1, its representatives and/ or others acting for and on its behalf from using a layout/ user-interface on the website 'www.dream11.com.in', which amounts to infringement of the Plaintiffs' copyright vested in the layout/ user-interface of its website 'www.dream11.com'."

28. Further, the defendant no.2/GoDaddy.com LLC is also directed to transfer the domain name 'www.dream11.com.in' to the plaintiff no.1 subject to payment of any registration charges, if required. Accordingly, the suit is decreed in terms of prayer clause 44(d) of the plaint.

29. Counsel for the plaintiffs does not press for the reliefs as sought in prayer clauses 44(e) and 44(f) with respect to rendition of accounts, and damages.

30. I am of the view that in the present facts and circumstances, the plaintiffs are entitled to recover actual costs from the defendant no.1. Accordingly, a decree for actual costs is passed in terms of prayer clause 44(g) of the plaint.

31. For the purposes of calculation of actual costs, the plaintiffs shall file its bill of costs in terms of Rule 5 of Chapter XXIII of the Delhi High Court (Original Side) Rules, 2018 within four weeks. For this purpose, the representatives of the plaintiffs shall appear before the Joint Registrar, who



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shall determine the actual costs incurred by the plaintiffs in the present litigation.

32. Let the decree sheet be drawn up.
33. All pending applications stand disposed of.

OCTOBER 16, 2024
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AMIT BANSAL, J