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

Date of Decision: 7th July, 2023

+ **CS (COMM) 202/2022 and I.A. 5072/2022**

SPORTA TECHNOLOGIES PVT. LTD. AND ANR. Plaintiffs

Through: Mr. Rohan Krishna Seth and Ms.
Parkhi Rai, Advs. (M: 9999845680)

versus

UNFADING OPC PRIVATE LIMITED

..... Defendant

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

Prathiba M. Singh, J.(Oral)

I.A. 5072/2022

1. This hearing has been done through hybrid mode.
2. The Plaintiff No. 1-Sporta Technologies Pvt. Ltd. is a private limited company having its registered office at Mumbai, Maharashtra. Plaintiff No.2-Dream Sports Inc. is a company incorporated in the USA, and Plaintiff No.1 is a wholly owned subsidiary of Plaintiff No.2 (*hereinafter, 'the Plaintiffs'*).
3. It is averred that Plaintiffs are a 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 among others.
4. Additionally, it is averred that Plaintiff No. 2 is the registered proprietor of, *inter alia*, the trade mark '*Dream 11*' in a number of classes in India. It also registered the domain www.dream11.com on 17th March 2008.




5. Plaintiff No. 1 is the registered proprietor of the following trade marks 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.		3802184	9,16,35, 41 & 42	11 th April, 2018
6.		3802185	9,16,35, 41, 42	11 th April, 2018

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
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7. It is the case of the Plaintiffs that the Defendant is the owner and operator of the website www.sattadream11.com and logo



which appears to have been registered on 1st November 2021. Defendant appears to be offering sports betting services on their website.

8. Vide order dated 1st April, 2022, this Court granted an *ex parte ad-interim* injunction in favour of the Plaintiffs. The order reads as follows:

“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”.

9. Vide order dated 4th August 2022, this Court observed that Defendant had been served through e-mail, and through speed post. Further, the Defendant was served through electronic mode. In addition, vide order dated 22nd May 2023, the ld. Joint Registrar observed that the Defendants had not filed their written statement, and consequently the right to file written statement stood closed.

10. Today, despite repeated attempts, the Defendant has not entered appearance despite service. Accordingly, the Defendant is proceeded against *ex-parte*. The interim injunction passed vide order dated 1st April, 2022 is made absolute during the pendency of the suit.

11. The Defendant's domain name is www.sattadream11.com which has annexed the entire mark DREAM11, which is the registered trademark of the Plaintiff. A perusal of the website of the Defendant shows that www.sattadream11.com is hosting gaming services which are identical to that of the Plaintiff under an identical/ similar name 'sattadream11'. The website also shows that the Defendant is providing fantasy cricket games and is also accepting payments for the same. Any customer would also be able to create an account on the 'sattadream11' platform. The same is also being promoted on social media platforms such as Facebook, Twitter, etc.



12. On the other hand, the Plaintiffs aver that they 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 publicised in the press. As part of the aforementioned contract, the Plaintiffs also facilitated the IPL Season-long Fantasy Sport, thereby enhancing fan engagement. As the title sponsors of the Indian Premier League in 2020, which took place in the UAE, the Plaintiffs not only proactively promoted their brand, *Dream11*, on player jerseys and within the stadium, but their advertisements were also aired during breaks in the live games. In addition to this, Dream11's television advertisements were broadcast throughout the 2019, 2020, and 2021 IPL seasons.

13. The Plaintiffs have cited several orders passed by this Court where the rights in the Plaintiff's registered trade marks have been protected. The orders passed by this Court are in various proceedings and include the following:

- *CS (COMM) 141 of 2022 - Sporta Technologies Pvt. Ltd. & Anr. V. Dream 7 Entertainment Private Limited,*
- *CS (COMM) 560 of 2021 - Sporta Technologies Pvt. Ltd. & Anr. V. Roberta Gaming Pvt. Ltd. & Anr.,*
- *CS (COMM) 365 of 2021 - Sporta Technologies Pvt. Ltd. & Anr. V. John Doe & Anr.,*
- *CS (COMM) 375 of 2019 - Sporta Technologies Pvt. Ltd. & Anr. V. Edream11 Skill Power Pvt. Ltd.,*
- *CS (COMM) 355 of 2020 - Sporta Technologies Pvt. Ltd. & Anr. V. Dream11 Team and*
- *CS (COMM) 448 of 2020 - Sporta Technologies*



Pvt. Ltd. & Anr. v. Dream11 Prime & Ors.”

14. This Court in *Sporta Technologies Pvt. Ltd. v. Edream 11 Skill Power Private Ltd.* [CS (Comm) 375/2019, order dated 26th July 2019], granted an *ex-parte ad-interim* injunction, restraining the Defendant from using the domain name www.edream11.com or ‘Edream’. The Court observed as follows:

“12. The Court has perused the pleadings and the documents. A perusal of the website of the Defendant shows that www.edream11.com is hosting gaming services which are identical to that of the Plaintiff under an identical/ similar name ‘edream11’. The website also shows that the Defendant is providing fantasy cricket games and is also accepting payments for the same. Any customer based in Delhi would also be able to create an account on the ‘edream11’ platform. The same is also being promoted on social media platforms such as Facebook, Twitter, etc.

13. The marks/names ‘Dream11’ and ‘edream 11’ are absolutely identical and there is a high chance of confusion, especially on the internet where the difference between such domain names would not be easily discernible. Further, considering the nature of the internet where it is possible for similar sounding website names to be presumed as being affiliated, use of such similar sounding domain names and that too for identical services inevitably results in passing off of one service as that affiliated, sponsored or connected with the other. Moreover, since the defendant’s website is also a paid platform, there could be immense monetary gain to the Defendant, by creating such confusion and loss would be caused to not only the Plaintiffs but also to innocent users who may make payments presuming that the defendant’s website is the same as the



Plaintiffs’.”

14. Till the next date of hearing, the Defendant is restrained from using the domain name www.edream11.com or ‘Edream’ or any other mark/ domain name or trading style which is similar or identical to ‘Dream 11’ or www.dream11.com. The Defendant is also restrained from promoting its fantasy gaming services with the name ‘edream’ on social media platforms.”

15. The impugned domain name is nothing but a malafide attempt to ride on the goodwill of the Plaintiff’s mark ‘Dream11’. The said mark is completely arbitrary and thus very distinctive. The said marks, ‘Dream11’ and ‘sattadream 11’ are similar and there is a high chance of confusion between the two marks. This is especially true on the internet, where the difference between such domain names would not be easily discernible. Further, considering the nature of the internet, it is possible for similar sounding website names to be presumed as being affiliated, and the use of such similar sounding domain names and that too for identical services inevitably results in passing off of one service as that affiliated, sponsored or connected with the other.

16. Accordingly, in view of the fact that the written statement has not been filed by the Defendant, the suit is decreed in terms of paragraph 36(a) and 36(b) of the Plaint. The said paragraphs read as follows:

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

a) A decree of permanent injunction restraining the Defendant, its directors, representatives and/or others acting for and on its behalf from using the mark 'Satta Dream 11' or any deceptively



similar variant thereof, as a trademark, tradename, 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, its directors, representatives and/or others acting for and on its behalf from using the mark 'Satta Dream 11' or any deceptively similar variant thereof, as a trademark, tradename, domain name as part of their email addresses or in any other manner which amounts to passing off the services and business of the Defendant as that of the Plaintiff."

17. Further, GoDaddy.com LLC is also directed to transfer the domain name www.sattadream11.com to the Plaintiffs subject to payment of any registration charges, if required.
18. The suit is decreed with costs. Decree sheet be drawn up. The bill of costs shall be placed on record.
19. No further orders are called for.

PRATHIBA M. SINGH
JUDGE

JULY 7, 2023/dk/dn