



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO.35886 OF 2024
IN
COM IPR SUIT (L) NO.35837 OF 2024

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HDFC Life Insurance Company Ltd.

...Applicant /
Plaintiff

Versus

Meta Platforms Inc. & Ors.

...Defendants

Mr. Sharan Jagtiani, Senior Advocate, Mr. Hiren Kamod, Mr. Sameer Pandit, Ms. K. Gandhi and Ms. Chandni Turakhiya i/b. Wadia Ghandy and Co. for the Applicant / Plaintiff.

Mr. Cyrus Ardeshir, Senior Advocate, Mr. Ritvik Kulkarni and Mr. Surya Ravikumar i/b. Khaitan and Co. for Defendant No.3.

Mr. Ashish Mehta, Ms. Dipsikha Deka i/b. Mr. Shreyas Deshpande for the Defendant Nos.4 and 5.

CORAM : R.I. CHAGLA J.
DATE : 29TH NOVEMBER, 2024.

ORDER :

1. At the outset, Mr. Sharan Jagtiani, the learned Senior Advocate has tendered draft amendment which is taken on record and marked 'X' for identification. Having perused the draft amendment, the Plaintiff is permitted to carry out the amendment in the Plaint in accordance with the draft amendments marked 'X' for

identification. The amendment shall be carried out on or before 3rd December, 2024. Re-verification is dispensed with.

2. Affidavit of Service dated 29th November, 2024 is tendered which is taken on record.

3. The Plaintiff is an insurance company registered with the Insurance Regulatory and Development Authority of India (“**IRDAI**”) and has about 6.6 crore customers and premium collections of about Rs.63,076 crore for FY2023-24. The Plaintiff operates under the brand “HDFC Life” which is also a registered trademark of the Plaintiff and enjoys a good reputation in the market.

4. As part of the Plaintiff’s business processes and statutory and regulatory requirements, including Know Your Customer (“**KYC**”) obligations, the Plaintiff collects and stores personal data relating to its customers. This data is to be used solely for meeting regulatory obligations and for providing services that the customer has availed of from the Plaintiff. All of this information is provided by the customers to the Plaintiff on a highly confidential basis and is to be used only by the Plaintiff and regulators in accordance with law. The confidential information that the Plaintiff receives and retains

includes the following: (i) names of customer; (ii) identity proof; (iii) address; (iv) policy copy and policy number; (v) premium details and receipt number; (vi) mobile number; (vii) client ID; (viii) Unique Identification Number (UIN) and other personal details of the customer.

5. The Plaintiff states that on November 19, 2024 the Plaintiff received emails from an anonymous and unnamed person using an email address <bsdqwasdg@gmail.com>. The unknown person is arrayed as Defendant No. 6 / John Doe. These emails alleged that Defendant No. 6 had acquired a large amount of the Plaintiff's customer data. Defendant No. 6 threatened to leak and sell the data if the Plaintiff did not negotiate with Defendant No. 6. The emails also contained samples of data that appear to have been unlawfully acquired by Defendant No. 6.

6. On November 20, 2024, Defendant No. 6 sent further emails asking the Plaintiff to contact them via Telegram (i.e. Defendant No. 3's platform) using the id "Telegram @github_tb". Defendant No. 6 also sent the Plaintiff messages on WhatsApp (i.e. Defendant No. 2's platform) using the phone numbers [+852](tel:+852)

[64766748](#) and +852 70761622 and 852 44282470 making similar threats. The emails and messages included sample details of about 101 policies, with customer information such as policy number, names, addresses, mobile numbers and receipt numbers. Defendant No. 6 also sought payment in 1800 Ethereum virtual coins which is a form of cryptocurrency and is equivalent to Rs. 54.50 crore.

7. The Plaintiff states that Defendant No. 6 has breached the elaborate security measures put in place by the Plaintiff to protect customer data and confidential information. This appears to be an orchestrated ransomware attack by Defendant No. 6 whose sole intention is to extort money from the Plaintiff by threatening to publish or sell confidential customer data. The Plaintiff also apprehends that Defendant No. 6 is likely to use the data to impersonate the Plaintiff by infringing the Plaintiff's registered trademarks and/or by passing off.

8. The Plaintiff further submits that it apprehends that Defendant No. 6 will in fact publish or misuse the data is well founded and borne out from the fact that similar ransomware incidents have occurred in the recent past with two other financial

service providers and has annexed the relevant press releases and news reports regarding these incidents to the Plaint. The Plaintiff also states that such ransomware attacks have also been noticed by Defendant No. 5 who has published a paper on this issue titled “Ransomware Attack: An Evolving Targeted Threat” on its website.

9. The Plaintiff has pointed out an identical incident occurred in October 2024 and involved another insurance company where the modus operandi followed was nearly identical to the facts of the present case. This was the subject matter of proceedings before the Hon’ble Madras High Court in *Star Health and Allied Insurance Co. Ltd. vs. Telegram Messenger & Ors.*¹ By orders dated 24.10.2024, 25.10.2024 and 11.11.2024, the Hon’ble Madras High Court noted that given the sensitive nature of business, it is likely that irreparable hardship would be caused unless ad-interim protection was granted. The orders also record the undertaking of the counsel for Telegram (Defendant No. 3 in the present suit) to immediately remove/block posts as and when they are brought to the notice of Telegram, in the manner and on the timelines required by law. The court also directed Telegram to furnish IP address and other account details of the

¹ Orders dated 24.10.2024, 25.10.2024 and 11.11.2024 in A.Nos.4949 & 4950 of 2024 & O.A. Nos.684 & 685 of 2024 in C.S. (Comm.Div.) No.178 of 2024.

perpetrators to the Plaintiff, to the extent available.

10. The Plaintiff also relies on the order dated 16.07.2024 passed by this Court in ***National Stock Exchange of India Ltd. vs. Meta Platforms, Inc. & Ors.***² In the said order, this court recorded the unlawful and infringing publications relating to the Plaintiff by unknown persons on various online platforms and also referred to the obligations of intermediaries under The Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 framed under the Information Technology Act, 2000 and in particular Rule 3(1) to take prompt action for preventing such unlawful publication on their social media platforms that infringes the rights of the Plaintiff. This court proceeded to grant ad-interim relief *inter alia* prohibiting further publication of infringing material, directing the intermediaries to delete the infringing content and disclose the details of the perpetrators on affidavit.

11. The Delhi High Court has also passed similar take-down orders in matters involving unknown perpetrators / John Doe's in ***Razorpay Software (P) Ltd. vs. John Doe & Ors***³. and ***Doctutorials***

² Interim Application (L) No. 21456 of 2024 in Comm. IPR Suit (L) No. 21111 of 2024.

³ 2024 SCC OnLine Del 2496

*Edutech (P) Ltd. vs. Telegram FZ-LLC and Ors.*⁴

12. Accordingly, the Plaintiff has sought limited ad-interim reliefs in terms of prayer clauses a(i), a(iv), a(vi) and a(vii) of the Interim Application with some modifications.

13. The Plaintiff has served the papers on Defendant Nos. 1 to 5 and informed them of today's hearing and has also filed an affidavit of service to this effect.

14. Mr Ardeshir, the Learned Senior Counsel appearing for Telegram (Defendant No. 3), states the following on instructions:

a. Upon receiving a copy of the captioned proceedings, Telegram made internal enquiries regarding the Telegram ID disclosed at Exhibit B-1, ie "Telegram @github_tb" (**Identified Telegram ID**). While the username of the Identified Telegram ID appeared to have been changed at the time, Telegram identified the changed username, associated with the account in question and blocked access to the same.

b. In-principle, Telegram does not have an objection to the

⁴ 2022 SCC OnLine Del 2056

grant of reliefs sought at prayers a(iv) and a(vii) of the Interim Application, subject to the following: At the time of making an intimation under prayer a(iv)(2) of the Interim Application, the Plaintiff should provide (1) the URL/account details of the offending Telegram post or account or channel or group in question; (2) indicate the violative nature of the content sought to be blocked / removed / disabled along with at least some screenshot to demonstrate its presence on the Telegram platform;

c. The intimation above be addressed to grievance-in@telegram.org;

d. Upon receipt of an intimation within the meaning of prayer a(iv)(2) above, Telegram will take necessary action immediately, preferably within 24 hours;

e. Insofar as the reliefs sought at prayer a(vii) are concerned, Telegram will provide details of the post or accounts or groups or channel in question to the extent available with Telegram.

15. Having considered the facts set out in the Plaint and the provisions of the IT Rules, I am of the view that the Plaintiff has made out a strong *prima facie* case for grant of ad-interim relief. Disclosure of the sensitive and confidential customer data can be highly damaging to both the Plaintiff and its customers. The Plaintiff has pointed out that publication, sale or misuse of the data can result in identity theft, financial fraud, privacy violations and unauthorized transactions. The data can be misused for a variety of purposes including for the purpose of impersonating the Plaintiff, which would also involve infringement of the Plaintiff's registered trademark and passing off. Such damage cannot not be compensated in terms of money especially since Defendant No. 6 is an unknown entity.

16. I have also duly considered Mr Ardeshir's statements for Telegram (Defendant No. 3).

17. Thus, the balance of convenience also lies in favour of the Plaintiff and irreparable loss and / or harm will be caused to the Plaintiff, unless the ad-interim relief sought for is granted.

18. In that view of the matter, ad-interim relief is granted in

terms of prayer clauses a(i), a(iv), a(vi) and a(vii) of the Interim Application with some modifications in brackets, which are reproduced hereunder.

a. Pending hearing and final disposal of this Suit, this Hon'ble Court be pleased to:

(i) to pass an order of temporary injunction restraining Defendant No. 6 and their directors, proprietors, operators, partners, employees, agents, servants and affiliates and any persons claiming through them from using, copying, publishing, distributing, transmitting, communicating or disclosing to any person the confidential information described in Exhibit B-1 to the Plaint and any other information relating to the Applicant that is not available in the public domain by any medium whatsoever or on any platform whatsoever;

...

(iv) pass an order directing Defendant Nos. 1 to 5 to take all steps necessary to: (1) forthwith remove, delete, block and

disable accounts, content, domain names, and phone numbers and email addresses associated with such accounts referred to in Exhibit B hereto and (2) Upon intimation by the Applicant, remove, delete, block and disable accounts, content, domain names, and phone numbers and email addresses associated with such accounts that may use, copy, publish, distribute, transmit, communicate or otherwise disclose any confidential information relating to the Applicant, [preferably within 24 hours] and file an affidavit of compliance in that regard before this Hon'ble Court. [At the time of making an intimation, the Plaintiff will provide (1) the URL/account details of the offending post or account or channel or group in question and refer to this order. In so far as Defendant No. 3 is concerned, the intimation shall be addressed to grievance-in@telegram.org. For Defendants Nos. 1, 2, 4 and 5, the Plaintiff shall intimate them using the available email addresses];

...

(vi) pass an order directing Defendant No. 4 and 5 to issue

necessary instructions to internet service providers, intermediaries and other relevant authorities to remove, delete, block and disable accounts, content, domain names, and phone numbers and email addresses associated with such accounts, referred to in [prayer (a)(iv) above at the earliest and preferably within 24 hours of intimation];

(vii) pass an order directing [Defendant Nos. 1 to 3] to disclose on affidavit before this Hon'ble Court, all [available] details of Defendant No. 6 including their names, associated addresses, email addresses, contact details including phone numbers, organization and associations, URL(s) and IP addresses based on the account details given in Exhibit B hereto and on the basis of such other accounts details that the Applicant may subsequently discover and intimate to [Defendant Nos. 1 to 3];

19. Place the Interim Application on 17th December, 2024 for compliance and further ad-interim relief.

[R.I. CHAGLA J.]