

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

+ **FAO(OS) (COMM) 62/2022 & CM APPL. Nos.13107-08/2022**

Reserved on : 26.04.2022

Date of Decision : 19.09.2022

IN THE MATTER OF:

TATA SONS PRIVATE LIMITED Appellant

Through : Mr.Pravin Anand, Mr.Achuthan
Shreekumar and Mr.Rohil Bansal,
Advocates.

versus

HAKUNAMATATA TATA FOUNDERS & ORSRespondents

Through : None.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT

MANOJ KUMAR OHRI, J.

1. The present appeal has been filed under Section 13(1A) of the Commercial Courts Act, 2015 read with Section 10(1) of the Delhi High Court Act, 1966 read with Order 43(1)(r) and Section 151 CPC on behalf of the appellant assailing judgment dated 26.10.2021 passed by the learned Single Judge of this Court, whereby the appellant/plaintiff's application under Order 39 Rules 1 and 2 CPC, registered as IA No.8000/2021 in CS(COMM) 316/2021, was dismissed.

2. The appellant, in a suit for permanent injunction restraining infringement of registered trademarks, passing off, dilution and tarnishing of

trademarks and copyrights etc., has sought *ad-interim* injunction against the respondents/defendants from using its registered trademark “TATA” for business purposes. It is generally alleged by the appellant in the suit that the respondents are businesses registered in the United Kingdom and the United States, which are using its trademark for doing online trading in cryptocurrency through their website(s) ‘www.tatabonus.com’ and ‘www.hakunamatata.finance’. It is further alleged that the websites are accessible in India and are in fact accessed by visitors from Delhi on daily basis.

3. The learned Single Judge of this Court ran into the question of territorial jurisdiction at the threshold itself and did not agree with the appellant that Courts in Delhi could have jurisdiction over the respondents who are registered and located overseas. Curiously, the learned Single Judge caveated his decision by characterising it as “a prima facie opinion”, agreed to register and proceed with the suit in Delhi, yet declined to grant *ad-interim* injunction, when he otherwise did not doubt the appellant’s intellectual property rights in the trademark “TATA” vis-a-vis the respondents. According to the learned Single Judge, extra-territorial reach of the jurisdiction of the Court over foreign-seated respondents was an issue, and he thus declined the prayer for grant of *ad-interim* injunction.

4. The facts of the case, as emerge from the records, are that the appellant was incorporated in the year 1917. Its trade name/trademark “TATA”, stated to have been derived from the surname of its founder-Shri Jamsetji Nusserwanji Tata, is reportedly in continuous and consistent use since then.

Appellant is the holding company of TATA Group of Companies, and claims to be the owner and registered proprietor of the trademark “TATA”, and also its various permutations and combinations. The appellant, and its

group companies, claim to be India's largest private-sector employer. The group has presence across number of sectors namely, textiles, iron and steel, power, chemicals, hotels and automobile, computers and computer software, electronics, beverages, telecommunications, financial services, mutual funds, insurance, broadcasting, aerospace and retail, etc. The appellant has particularly mentioned about its business of financial services, which includes digital currency, blockchain technologies, etc.

5. The appellant claims that as on March 31, 2021, the market capitalisation of 29 publicly-listed Tata Companies was about Rs.17,80,000 crores and they employed 800,000 people worldwide. It is the appellant's case that on account of the distinctive nature, the name and the trademark "TATA" have acquired excellent reputation and exclusively denote the conglomeration of Tata companies, also known as '*House of TATA*'. As such, the mark "TATA" and other "TATA" formative marks are well-known marks, which have also been so acknowledged by the Courts. According to the appellant, the word "TATA" exudes quality and trust that the group is known for both within the country and abroad.

In short, there are extensive pleadings in the plaint highlighting the reputation, goodwill and recognition of the appellant's trademarks in India. Even otherwise, we do not have any reason to doubt the pre-eminence of the trademarks of the appellant in India.

6. As pleaded in the suit, the appellant discovered the website named 'www.tatabonus.com', in June 2021, via which the respondents were found to be offering for sale and exchange cryptocurrency by the name of "TATA" coin. On search, it was revealed that respondent No.1 was the entity behind the website. Besides cryptocurrency, respondent No.1 was found to be selling

merchandise, such as t-shirts, shorts, caps, facemasks etc, under the name 'TATA'.

The respondents are allegedly using the mark 'TATA' for selling their digital and physical merchandise through website 'www.hakunamatata.finance', as well as through online portals like Facebook, Twitter, Instagram, etc. which are interactive and accessible in India. It is averred that respondent No.1 unauthorisedly has used the trademark "TATA" in its handle 'tatatoken'/'TataToken' on the following online portals:

- i) Facebook: <https://www.facebook.com/HakunaMatataToken>
- ii) Twitter: <https://twitter.com/tatatoken>
- iii) Instagram : <https://www.instagram.com/tatatoken>
- iv) YouTube: https://www.youtube.com/channel/UC-UUoGWO_MCcPusXptzCmkA
- v) Telegram: <https://t.me/tatatoken>
- vi) Reddit: <https://www.reddit.com/r/TataToken>
- vii) Discord: <https://discord.com/invite/sfs6MxVkhZ>

Further, the respondents' website(s) is stated to be interactive in nature where the cryptocurrency can be purchased by visitors. The appellant has filed document to show that enquiries emanating from India were posted on the Twitter page of respondent No.1, regarding the cryptocurrency hawked by the respondents on their website. According to the appellant, India statistically ranks 2nd in the list of countries with the highest internet traffic to the website 'www.hakunamatata.finance'. The appellant has submitted that respondent No.1 has interest in the Indian market and is engaged in business activities in

India. The appellant has referred to a 'White Paper' issued by respondent No.1 where, in the list of programmes pursued by respondent No.1, there is a fund called 'India Development and Relief Fund'.

7. It is the case of the appellant that its well-known trade name/trademark has been illegally adopted by the respondents to defraud customers in India and abroad. Further, it is in the consumer interest of appellant to restrain respondent No.1 from deceiving the unsuspecting public who could be deceived into buying products from the websites in question, believing the same to be TATA products. To make its point, the appellant has referred to posts on respondent No.1's website and social media platforms where an allegation of fraud and cheating is made against the co-founder of respondent No.1.

8. It is submitted by the appellant that respondent No.1, the stated owner of the websites 'www.tatabonus.com' and 'www.hakunamatata.finance', has its office based in the UK. Behind the website, there is a team of individuals who are UK nationals of Pakistani origin. According to the appellant, trademark "TATA" is a well-known mark in the Indian sub-continent. It is pointed out that the team behind the website being of Pakistani origin, is likely to be aware of TATA's brand equity among the Indian public, which does indicate the deliberate intent and unscrupulous motives of respondent No.1 to deceive unsuspecting public using the name of TATA.

9. Before the learned Single Judge, facts pleaded in the plaint were uncontroverted since notice in the suit had yet not been issued by the Court. Though learned Single Judge did not doubt the appellant's entitlement to file the plaint in Delhi, yet he doubted his extraterritorial jurisdiction to injunct the overseas parties by way of *ad-interim* order. According to learned Single Judge, there was no evidence of respondents' targeting the customers in India

to sell their digital and physical merchandise. Further, learned Single Judge found the Indian traffic on the respondents' website too scant to call it an interactive website, which is an essential factor recognised by Indian Courts for attracting territorial jurisdiction in the cases of online trade. He also did not find any precedential value in the case law cited by the appellant.

The appellant had cited decisions in India TV, Independent News Service Pvt. Ltd. v. India Broadcast Live LLC & Ors. reported as **2007 SCC OnLine Del 960** and Juggernaut Books Pvt. Ltd. v. Inkmango Inc. and Ors., **CS(COMM) 421/2019**, in support. The decision in India TV, Independent News Service Pvt. Ltd. (Supra) was distinguished by observing that there was an intent on the part of the channel to increase its subscriber base in India and the channel could actually be subscribed in India. As such, there was a conscious targeting of customers in India, which is missing in the present case. Similarly, the decision in Juggernaut Books Pvt. Ltd. (Supra) was distinguished on the same ground of customer targeting and connection with India in the content, which is found missing in the present case.

10. According to the impugned order, on the facts pleaded, it cannot be said that there was "purposeful availment" in the present case, without which territorial jurisdiction of Court is not attracted.

11. According to us, principles surrounding territorial jurisdiction in the case of online trade via internet websites is fairly well established. In Banyan Tree Holding (P) Limited v. A. Murali Krishna Reddy & Anr. reported as **2009 SCC OnLine Del 3780**, while answering a reference, a Division Bench of this Court has laid down the following principles:

"58. We summarise our findings on the questions referred for our opinion as under:

Question (i): *For the purposes of a passing off action, or an infringement action where the Plaintiff is not carrying on*

business within the jurisdiction of a court, in what circumstances can it be said that the hosting of a universally accessible website by the Defendants lends jurisdiction to such Court where such suit is filed (“the forum court”)

Answer: *For the purposes of a passing off action, or an infringement action where the plaintiff is not carrying on business within the jurisdiction of a court, and in the absence of a long-arm statute, in order to satisfy the forum court that it has jurisdiction to entertain the suit, the Plaintiff would have to show that the Defendant “purposefully availed” itself of the jurisdiction of the forum court. For this it would have to be prima facie shown that the nature of the activity indulged in by the Defendant by the use of the website was with an intention to conclude a commercial transaction with the website user and that the specific targeting of the forum state by the Defendant resulted in an injury or harm to the plaintiff within the forum state.*

Question (ii): *In a passing off or infringement action, where the defendant is sought to be sued on the basis that its website is accessible in the forum state, what is the extent of the burden on the Plaintiff to prima facie establish that the forum court has jurisdiction to entertain the suit?*

Answer: *For the purposes of Section 20 (c) CPC, in order to show that some part of the cause of action has arisen in the forum state by the use of the internet by the Defendant the Plaintiff will have to show prima facie that the said website, whether euphemistically termed as “passive plus” or “interactive” was specifically targeted at viewers in the forum state for commercial transactions. The Plaintiff would have to plead this and produce material to prima facie show that some commercial transaction using the website was entered into by the Defendant with a user of its website within the forum state resulting in an injury or harm to the Plaintiff within the forum state.*

Question (iii): *Is it permissible for the Plaintiff to establish such prima facie case through “trap orders” or “trap transactions”?*

Answer: The commercial transaction entered into by the Defendant with an internet user located within the jurisdiction of the forum court cannot possibly be a solitary trap transaction since that would not be an instance of “purposeful” availment by the Defendant. It would have to be a real commercial transaction that the Defendant has with someone not set up by the Plaintiff itself. If the only evidence is in the form of a series of trap transactions, they have to be shown as having been obtained using fair means. The Plaintiff seeking to establish jurisdiction on the basis of such trap transactions would have to aver unambiguously in the plaint, and also place along with it supporting material, to prima facie show that the trap transactions relied upon satisfy the above test.”

(emphasis added)

12. In Burger King Corporation v. Techchand Shewakramani & Ors. reported as **2018 SCC OnLine Del 10881**, a Single Judge of this Court had held the following:

“21. Thus, jurisdiction of a Court in a trade mark action, could be invoked where there is use upon or in relation to goods. The phrase ‘in relation to’ has been interpreted to include advertising, promotion, publicity, etc. Thus, in addition to actual sale of goods and providing services, if a person advertises his or her business under the mark in a territory, promotes his or her business under the mark in a territory or for example invites franchisee queries from a particular territory, sources goods from a particular territory, manufactures goods in a particular territory, assembles goods in a particular territory, undertakes printing of packaging in a particular territory, exports goods from a particular territory, it would constitute ‘use of a mark’.

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23. Thus, when Section 20 of the CPC provides that a suit could be filed in any place where the cause of action arises, in a suit involving rights in a trademark, cause of action arises in each and every place where there is any form of use

of the said mark. Principles which apply to infringement, actions to determine 'use' would equally apply to passing off actions."

(emphasis added)

13. In Millennium & Copthorne International Limited v. Aryans Plaza Services Private Limited & Ors. reported as **2018 SCC OnLine Del 8260**, a Single Judge of this Court further held that what is relevant for determination in an action for infringement and/or passing off is *where* the injury has been caused to the plaintiff, as the place where deception has been caused to customers, or is likely to be caused, by the offending product of the defendant shall certainly have jurisdiction.

14. Learned Single Judge in the present case was dissuaded by a perceived absence of an element of "targeting" of Indian customers by the respondents to hold that there was no "purposeful availment".

15. However, "targeting", as expounded by Banyan Tree Holding (P) Limited (Supra), would include ability of the customers to undertake a commercial transaction on a website within a particular geography. Banyan Tree (Supra) approved of even *bonafide* trap sales within a particular geography to attract territorial jurisdiction of Courts. In Burger King Corporation (Supra), it was held that even promotion activities undertaken on a website would be enough to attract territorial jurisdiction of Courts where website can be accessed. In Millennium & Copthorne International Limited (Supra), it has been held that the place where injury or deception is caused would have jurisdiction.

16. We have looked out to find some more useful references and found one in Lifestyle Equities CV and another company v. Amazon UK Services Ltd and other companies, [2022] EWCA Civ 552. In this case, England and Wales

Court of Appeals has discussed in a more incisive way as to what targeting would mean. Following are the useful paragraphs from the said judgment:

“67. In considering those contentions, it is convenient to start near the end of the consumer's journey while keeping firmly in mind the context provided by the preceding stages. I shall take by way of example the “Review your order” page described in paragraphs 20-21 above. There is no dispute that this is an offer (for sale) of the goods within Article 9(3)(b) of the Regulation (whether it would be categorised as an invitation to treat under English contract law is irrelevant for this purpose). If one asks whether that offer was targeted at the UK, in my view it is manifest that the answer is yes. The purchaser is located in the UK, the shipping address is in the UK, the billing address is in the UK, the currency of payment is GBP and Amazon will make all the necessary arrangements for the goods to be shipped to and imported into the UK and delivered to the consumer in the UK. I do not understand how it can seriously be argued that this offer for sale was not targeted at the UK, notwithstanding the valiant attempt of counsel for Amazon to do just that.

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69. Secondly, the judge accepted Amazon's argument that, because amazon.com was directed at US consumers, the relevant web pages were not targeted at UK/EU consumers. This does not follow:

i) Even if amazon.com is primarily directed at US consumers, it is plainly not restricted to them. Although the UK user is informed by the amazon.com home page that they can shop at amazon.co.uk and get fast local delivery, it would be easy for the user to miss this statement. Even if they saw it, it is simply offering an alternative to amazon.com. The home page also tells the user that they can shop in eight languages and more than 60 currencies, and more specifically that they can get delivery to the UK. Furthermore, once the user has conducted a search, the message about amazon.co.uk no longer appears.

ii) In any event, the question is not whether amazon.com as a whole is targeted at the UK/EU, but whether the relevant uses of the sign are. As discussed above, the fact that the generality of a website is not targeted at the UK/EU does not exclude the possibility that specific uses of the sign on that website are.

70. Thirdly, the judge said that targeting “imports the notion of taking deliberate aim at consumers in another country”. This is not correct: the question is whether there is use of the sign in the relevant territory, and there is no requirement for subjective intent on the part of the operator of the website.

71. Fourthly, the judge was persuaded to dismiss the factors relied on by Lifestyle which he discussed at [165]-[167] as “largely irrelevant” because they were said to be explicable as Amazon “mak[ing] the process as painless and easy as possible” after the consumer had already made a decision to buy on the amazon.com website. There was, however, no evidential basis for assuming that such a decision had been made at the initial stage of the process, and for reasons that I have explained, those factors in fact show that, at the “Review your order” stage, Amazon were offering US branded goods for sale to consumers in the UK and the EU.

72. Fifthly, the judge considered it significant that UK and EU consumers who bought US branded goods from amazon.com (i) would have to pay larger shipping costs than if they purchased comparable goods marketed by Lifestyle from the UK website or the German website and (ii) would have to pay import duties which would not be payable in the latter scenario. I disagree. Consumers would not necessarily be aware of these differences unless they made the comparison; and even if they were, the differences might have been offset by the assumed price differentials. I say “might have been offset by the assumed price differentials” because there does not appear to have been any evidence as to the actual price differentials. Still less was there any evidence as to the net difference in cost. In any event, while this might be a relevant factor, it is not a very significant one if the

evidence shows, as in the present case it does, that some consumers were not put off by such higher costs.

73. Sixthly, the judge treated Mr Haddad's evidence as relevant to this question, which it was not.

74. Given the errors in the judge's approach, it is necessary to reconsider the issue. For the reasons I have already given, I consider it plain that the offer for sale made in the "Review your order" page was targeted at UK consumers. The remaining question is whether the same applies to earlier pages in the process. It is convenient to take them in reverse order, once again bearing in mind that this is not how the consumer would experience them.

75. Taking the full product details page, I consider that this is targeted at the UK. Not only does it state in two different places "Deliver to United Kingdom", but also it states specifically that "This item ships to United Kingdom", says that it can be delivered by a specified date and gives the shipping cost. It is fair to say that the price and shipping cost are both quoted in USD. Nevertheless it is plainly telling the UK consumer that they can buy this item and Amazon will arrange for it to be shipped to them in the UK. Moreover, it is clear that from the fact that sales were in fact made to UK consumers that that is precisely how they perceived it. There is no evidence to suggest that such consumers were not average consumers.

76. That leaves the search results page. This is more marginal, but in my view the balance is tipped by the fact that, in addition to the general statement "Deliver to United Kingdom", which in my view might well not be enough on its own, there is displayed, where applicable, specific statements that the listed item "Ships to United Kingdom". Again, the message to UK consumers is that they can buy this item and Amazon will arrange for it to be shipped to them in the UK. The fact that some items are not shown as available for shipment to the UK only emphasises this.

77. I do not understand it to be in dispute that the conclusions that I have reached in relation to the Amazon Exports-Retail business model are equally applicable to the other three models. It follows that all of the advertisements and offers for sale in issue amounted to use of the relevant signs in the UK and the EU, and hence infringing uses. ”

17. We are in complete agreement with the above view of the English Court. Even if a website is not directed at customers in a particular country, the fact that they are not restricted by the website to have access to it, is enough to characterise it as targeting. Targeting need not be a very aggressive act of marketing aiming at a particular set of customers. Mere looming presence of a website in a geography and ability of the customers therein to access the website is sufficient, in a given case. It may not be forgotten that in the matters of infringement of trademark, it is the possibility of confusion and deception in the mind of public due to infringing trademark that is good enough for the Court to grant injunction.

18. In the present case in appeal, the existence of appellant’s registered trademark on the respondents’ website is very conspicuous, so much so, that the products have similar sounding and spelled names as appellant’s trademark. In fact, the word “TATA” is used as it is by respondent No.1 without any attempt to disguise the same by adding a prefix or suffix, to claim distinctiveness. It was noticed by the learned Single Judge that there is a fifty-hit-a-day traffic on the respondents’ website, which he found to be inadequate for assuming jurisdiction. However, there is other material produced with the plaint namely respondent’s No.1 ‘White Paper’ and printouts of its social media pages, which show respondents’ looming presence in the virtual world over India, including in the territorial jurisdiction of this Court. The fact that the people behind the offending website are stated to be UK nationals of

Pakistani origin does make the motives suspicious, given the popularity of TATA brand among the people from Indian sub-continent. It is not unreasonable to infer that the objective of respondent No.1 could be to target unsuspecting Indian origin public by doing trade in the name of “TATA”. It does not take much in the virtual world to masquerade as somebody else, unlike physical world, where it would have cost respondent No.1 a huge expense to dress up its business to the quality of a physical TATA store. All it takes is to put up a cleverly designed deceptive website pretending to be a grand and well-established business.

19. According to us, it was open for the learned Single Judge to dismiss the suit wholesale for want of jurisdiction, if he so opined. Once the learned Single Judge could ignore his own self-doubts about the territorial jurisdiction to entertain the suit, he had no reason to persist with those self-doubts for the purposes of deciding the application for *ad-interim* injunction and reject the same outrightly and conclusively. Learned Single Judge could have deferred a decision on the *ad-interim* application and awaited respondents’ response to the suit and application after notice. But the learned Single Judge opted to outrightly dismiss the application instead.

20. It is pertinent to note that learned Single Judge otherwise did not doubt the appellant’s claim to the ownership of its IP. He had sufficient material before him to assume territorial jurisdiction to form a *prima facie* view, both for the purpose of maintainability of suit, which he did, and also for deciding the application for *ad-interim* injunction, which he did not.

21. Courts can grant interim injunction, pending final determination of issue of territorial jurisdiction, which often is a mixed question of law and facts, after trial.

22. Learned Single Judge, self-doubting his own extraterritorial jurisdiction, has dismissed the interim injunction application on the said sole ground. In effect, the appellant's application remained unanswered on the aspect of need for interim protection sought by it, against infringement of its right, pending a final decision in the suit. We are of the view that, considerations, while deciding an application for grant of *ad-interim* injunction could be less stringent than the one for final relief in a suit. Interim decision is required to be made based on probable rather than a definitive view.

23. According to us, once the learned Single Judge entertained the suit, it is indicative of his positive *prima facie* view on the maintainability of the suit in Delhi, on the basis of the plaint and documents filed along with it. If it was otherwise, he had the option of not entertaining the suit itself.

24. Disagreeing with the learned Single Judge on his view on territorial jurisdiction, according to us there are sufficient indicators, as discussed above, to assume jurisdiction for the purposes of deciding the application for *ad-interim* injunction. We now examine the application on the three factors, namely existence of a *prima facie* case, balance of convenience and irreparable loss.

25. In India, the trademark TATA is embedded in the sub-consciousness of public. In public consciousness, the word "TATA" is only relatable to TATA group of companies. As pleaded, the appellant is the owner of the trademarks in question, and the said marks are used across the board by almost all the group companies of TATA. The pre-eminence of the business reputation of the TATA group and the popularity of the trademarks is beyond contest. There is sufficient pleading in the plaint to reach the said conclusion. Even

otherwise, this Court can take judicial notice of the pre-eminence and popularity of the trademarks in question.

The appellant and its group Companies have an all-pervasive presence across various businesses, from automobiles, to telecom, to agriculture, to hospitality, to power, to defence manufacturing, to heavy industries, to retail, including online retail, to name a few. The universal popularity of the appellant's trademark is not confined to a few products or services. As stated above, in public consciousness, TATAs are believed to be ubiquitous across all businesses.

26. As per the averments made in the plaint, the respondents' website is accessible in India and is attracting a traffic of fifty hits-a-day. Evidence of possibility of commercial transaction on the respondents' website by Indian visitors is also pleaded in the plaint. There are other pleadings and documents to show that the offending products in question are accessible on the respondents' websites for a price.

27. At this stage, we do not have any reason to doubt the appellant's right to protect its IP against a very obvious case of infringement by the respondents, intended or otherwise. As stated above, people behind the website, who are the team behind respondent No. 1, are stated to be people of Pakistani origin in the UK. Their awareness of "TATA" brand cannot be ruled out, which makes their motive suspect. The way trademark "TATA" has been lifted and adopted as it is, without even an attempt to disguise it with a prefix or a suffix to claim distinctiveness, appears to be unscrupulous. It cannot further be ruled out that it could be an attempt by respondent No.1 to deceive public by selling inferior and dubious products in the name of TATAs.

28. However, as far as domain name www.hakunamatata.finance is concerned, we *prima facie* find no ground to agree with the appellant that it

infringes the appellant's trademark "TATA". *Hakunamatata* is a generic word and the word "TATA" is fully coalesced in the word *hakunamatata*. It does not cause any deception or confusion. There is only partial phonetic overlap with the word "TATA" in *Hakunamatata*. The appellant cannot prevent adoption by others of names that naturally have alphabets TATA embedded in them.

29. We believe the appellant has a good *prima facie* case to seek injunction, as far as website www.tatabonus.com, crypto products by the name of \$TATA, or any other product of respondent No.1 being sold on the website www.hakunamatata.finance under the name TATA is concerned, if not for anything else, but just to avoid any confusion likely to be caused in the mind of the public in India, who might be deceived to believe that the respondents' website in question and products sold therein are the TATA group's own website or have an association with TATA group. Not granting *ad-interim* injunction can cause irreparable harm to the goodwill enjoyed by the appellant's trademark. The appellant is known for the quality of its goods and services. Any dubious and inferior products sold through the respondents' website, using the appellant's trademark, can seriously damage its credibility.

30. For the foregoing reasons, the present appeal is allowed in the above terms. We set aside the order dated 26.10.2021 dismissing the appellant's IA No. 8000/2021, and grant *ex-parte ad-interim* injunctions restraining the respondents, their partners or proprietors from manufacturing, selling, offering for sale, supplying, advertising or unauthorisedly using the appellant's well-known trademark TATA, or any other deceptively similar mark thereto as part of the name of their digital token/cryptocurrency TATA Coin/\$TATA or as part of their corporate name/domain name and websites 'www.tatabonus.com'/social media pages amounting to infringement/passing

off. Further, respondent Nos.1 and 3 are directed to immediately take down the website parked on the domain 'www.tatabonus.com' and to put the said domain on hold till the pendency of the application, with an exception, that use of domain name 'www.hakunamatata.finance' by respondent No.1 is not prohibited, at this stage. Further, respondent No.4 is directed to delist the TATA Coin/\$TATA and/or any other crypto-assets bearing the mark "TATA" or other deceptively similar mark thereto, from the networks/platforms operated by respondent No.4 including Binance Smart Chain and Binance community.

31 Pending applications being CM APPL. Nos.13107-08/2022 stand disposed of.

32. List the suit before learned Single Judge, for issuing notice on I.A No 8000/2021 to the respondents on 26th September, 2022.

(MANOJ KUMAR OHRI)
JUDGE

(MUKTA GUPTA)
JUDGE

SEPTEMBER 19, 2022