



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

COMMERCIAL IP SUIT NO. 225 OF 2015

People Interactive India Private Limited ...Plaintiff

Versus

Ammanamanchi Lalitha Rani & Ors. ...Defendants

Mr. Yatin Khochare a/w Ms. Preeta Panthaki i/b Krishna & Saurastri Associates LLP for
the Plaintiff.

None for the Defendants.

CORAM : ARIF S. DOCTOR, J.
RESERVED ON : 18th DECEMBER 2025
PRONOUNCED ON : 6th JANUARY 2026

JUDGMENT:

1. The present Suit is one for infringement of registered trade mark and passing off.
2. The Plaintiff is a company incorporated under the Companies Act, 1956, and is stated to be part of the People Group of companies. The Plaintiff is the proprietor of several well-known brands, domain names and trade marks, including the well-known trade mark "Shaadi.com" and operates a widely recognised and known matrimonial and matchmaking platform through its website www.shaadi.com.
3. Per the present Suit, the Plaintiff seeks a permanent injunction restraining the Defendants from infringing the Plaintiff's registered trade marks "Shaadi.com/Shadi.com", and/or any other marks containing "Shaadi/Shadi" as their

essential and prominent feature, as well as from passing off the Defendants' services as and for those of the Plaintiff. The passing off complained of is through the use of the domain name www.getshaadi.com ("**the impugned domain name**") and the mark "getshaadi.com" ("**the impugned mark**") by the Defendants.

4. Defendant No. 1 is an adult Indian inhabitant and is the registrant of the impugned domain name www.getshaadi.com Defendant No. 1 appears to be engaged, *inter alia*, in the business of providing matrimonial and matchmaking services under the impugned domain name, website and trade mark "getshaadi.com". Defendant No. 2 appears to be the entity through which Defendant No. 1 is operating the said business. Defendant No. 3 is the domain name registrar, while Defendant No. 4 is the web-hosting service provider of Defendant Nos. 1 and 2, and appears to be an affiliate and/or partner and/or subsidiary of Defendant No. 4.
5. It is the Plaintiff's case that the impugned mark "getshaadi.com" is identical and/or deceptively similar to the Plaintiff's registered trade marks "Shaadi.com / Shadi.com". The website operated under the impugned domain name ("**the impugned website**") uses the impugned mark in relation to identical and allied services, including matrimonial and matchmaking services, marriage bureaus, dating services and allied offerings, which, according to the Plaintiff, gives rise to the clear likelihood of confusion and deception.
6. The Plaintiff took out Notice of Motion No. 288 of 2016, which was duly served upon the Defendants, despite which the Defendants did not appear. This Court then on 13th October 2014 granted Plaintiff ad interim relief in terms of prayer

clauses (a) to (c), which was subsequently confirmed by this Court on 11th June 2019. The Defendants did not challenge either of these orders, nor did they, despite being served with the Writ of Summons, enter appearance and file their respective Written Statements. The Suit therefore proceeded for hearing *ex-parte*.

Submissions on behalf of the Plaintiff.

7. Mr. Khochare, learned counsel for the Plaintiff, submitted that in or about the year 1996, the trade mark “Shaadi.com” was first adopted by one Mr. Siddharth Mehta, the Plaintiff’s predecessor-in-title, under the domain name ‘www.shaadi.com’, for providing matchmaking, matrimonial and wedding-related services. To support his contention, he placed reliance upon extracts from the Plaintiff’s website, www.shaadi.com, which were taken on record and marked as Exhibit P-11.
8. He then submitted that the Plaintiff was incorporated on 25th February 2000, and at the time of its incorporation was operating another matrimonial website, namely www.sagaai.com. He further submitted that the Plaintiff was earlier known as “Satyanet Solutions Private Limited”, and that its name was subsequently changed to “People Interactive India Private Limited”, and that by a Deed of Assignment dated 9th October 2001, the Plaintiff acquired all right, title and interest in the trade mark and domain name “Shaadi.com”, together with the goodwill associated therewith. Mr. Khochare submitted that from 25th February 2002 onwards, the Plaintiff has been continuously providing matrimonial and matchmaking services under the mark and domain name “Shaadi.com”.

9. Mr. Khochare submitted that since the year 2002, the Plaintiff alone has continuously, openly and extensively used the mark “Shaadi.com” in relation to online as well as offline matrimonial and matchmaking services across India. He further submitted that the Plaintiff has established physical matrimonial centres under the name “Shaadi Point”, which were subsequently renamed as “Shaadi Centre”, and that these centres are located in several parts of the world, including India.
10. Mr. Khochare then submitted that the Plaintiff has vigorously and extensively promoted, and continues to promote, its brand and mark “Shaadi.com” through various modes of advertising, publicity and promotion, including newspapers, magazines, periodicals, television, the internet, satellite channels and other mass media. In support of this submission, he invited the Court’s attention to several representative copies of publicity and promotional material placed on record, which have been marked as Exhibit P-5.
11. Mr. Khochare further submitted that, as of the date of filing of the Suit, the mark “Shaadi.com” had, by reason of long, uninterrupted and exclusive use, acquired an enormous reputation and goodwill and had become distinctive of the Plaintiff alone. He submitted that the Plaintiff had, at the relevant time, built a massive subscriber base of approximately 20 million registered users and had successfully matched more than 3.2 million members. He further submitted that the Plaintiff’s website has recorded billions of visits over the years and that the Plaintiff has

achieved substantial and steadily increasing turnover from its services, coupled with extensive expenditure on advertising, promotion and publicity.

12. Mr. Khochare pointed out that the Plaintiff's turnover from services rendered under the mark "Shaadi.com" increased from approximately Rs. 26.6 crores in the year 2005-06 to approximately Rs. 91.7 crores in the year 2012-13, prior to the filing of the present Suit. He further submitted that the total worldwide expenditure incurred by the Plaintiff on publicity, promotion and advertising of its services and business under the mark "Shaadi.com" during the period from 2005-06 to 2012-13 was approximately Rs. 172 crores. A statement containing the aforesaid figures, duly certified by a chartered accountant, has been placed on record and marked as Exhibit P-6.

13. Mr. Khochare further submitted that the Plaintiff's matrimonial services have been widely recognised for their innovation and trustworthiness, and that the Plaintiff has received numerous awards and recognitions for its services rendered under the mark "Shaadi.com". He invited my attention to the list of awards and recognitions specifically pleaded in the Plaint, which include, *inter alia*, awards received from the Indian Digital Media Awards, the Internet and Mobile Association of India, Fast Company (USA), Deloitte, CNBC-TV18, Business Today, Brand Equity (Economic Times), and several other national and international bodies.

14. On the basis of the aforesaid material, Mr. Khochare submitted that the mark "Shaadi.com" enjoys a unique status, exceptionally high brand equity and widespread public recognition. He submitted that the expression "Shaadi.com" is

uniquely identified with the Plaintiff's services and is exclusively associated with the Plaintiff in the minds of the public. He therefore submitted that the trade mark "Shaadi.com" squarely qualifies as a well-known trade mark within the meaning of Section 2(1)(zg) of the Trade Marks Act, 1999.

15. Mr. Khochare then pointed out that the Plaintiff is the registered proprietor of the following several trade marks all of which contain Shaadi/Shadi :

Sr. No.	Trademark	Registn. No.	Class	Date of Application/ registration	Services
1.	SHAADI.COM	1874286	45	16/10/2009 /22/08/2013	PROVIDING MATCH MAKING SERVICES WEDDING PLANNING SERVICES, MATRIMONIAL DETECTIVE SERVICES, HONEY MOON PACKAGES AND OTHER ALLIED MATRIMONIAL AND WEDDING SERVICES BOTH OFFLINE AND ON THE INTERNET
2.	shaadi.com	1267772	42	19/02/2004/ 25/11/2005	MATRIMONIAL SERVICES, MARRIAGE BUREAU & DATING SERVICES
3.	SHADI.COM	1874287	45	16/10/2009	PROVIDING MATCH

				/ 22/08/2013	MAKING SERVICES, WEDDING PLANNING SERVICES, MATRIMONIAL DETECTIVE SERVICES, HONEYMOON PACKAGES AND OTHER ALLIED MATRIMONIAL AND WEDDING SERVICES BOTH OFFLINE AND ON THE INTERNET
4.	शादी-कॉम	1283423	42	12/05/2004 / 11/03/2011	MATRIMONIAL SERVICES, MARRIAGE BUREAU & DATING SERVICES INCLUDED IN CLASS 42.
5.	SHAADI TIMES	1338034	42	11/02/2005 / 03/08/2006	PROVIDING MATCH MAKING SERVICES, WEDDING PLANNING SERVICES, MATRIMONIAL DETECTIVE SERVICES, HONEYMOON PACKAGES AND MATRIMONIAL AND WEDDING

					SERVICES BOTH OFFLINE IN PRINTED MATTER, PERIODICALS AND MAGAZINES AND ON THE INTERNET.
6.	SHAADI MOBILE	1627525	42	04/12/2007/ 29/10/2009	TELECOMMUNICAT IONS
7.	SHAADI TV	1346525	41	23/03/2005/ 05/09/2006	ENTERTAINMENT AND TELEVISION INCLUDED IN CLASS 41.

The Copies of the legal proceedings certificates for the aforesaid seven trade mark registrations were all collectively marked in evidence, as Exhibit P-7. He pointed out that all these registrations had been periodically renewed and were valid and subsisting.

16. Mr. Khochare, Learned Counsel appearing on behalf of the Plaintiff, submitted that the Plaintiff is the registered proprietor of, *inter alia*, the trade marks “Shaadi.com” and “Shadi.com”. He submitted that by reason of continuous and uninterrupted use of the said trade marks for over two decades, the Plaintiff has acquired valuable statutory as well as common law rights therein. He submitted that the Plaintiff is therefore entitled to the exclusive use of the said trade marks in respect of the services covered under its registrations, including the exclusive right to restrain third parties from adopting or using any mark, name or domain name that is

identical with or deceptively similar thereto in relation to identical or allied services.

17.Mr. Khochare further submitted that the Plaintiff has specifically pleaded that the Plaintiff has been extremely vigilant in protecting its valuable intellectual property rights and has, in the past, issued cease and desist notices and initiated legal proceedings against several parties who had sought to imitate, copy or otherwise sail as close as possible to the Plaintiff's trade marks. In this regard, he invited my attention to an order dated 7th July 2014 passed by this Court against a party who had pirated the Plaintiff's "Shaadi.com" mark.

18.Mr. Khochare then submitted that the Plaintiff had also pleaded these facts in the Plaintiff, examined its witness who has deposed on oath by way of an Affidavit of Evidence, and had also led documentary evidence in support thereof, all of which had been marked in evidence as Exhibits P-1 to P-13. On the basis of the said material, he submitted that the Plaintiff's trade mark "Shaadi.com", as well as its domain name and website "www.shaadi.com", were well-known amongst its customers, members of the trade and the general public for providing a superior matchmaking service and experience. He further submitted that the Plaintiff has continuously endeavoured to introduce new, innovative and user-friendly features in its matrimonial services, both online and offline. He pointed out that the Plaintiff provides personal advisors who assist customers in creating profiles, identifying suitable matches and scheduling meetings with shortlisted candidates, and that the Plaintiff regularly introduces innovative membership plans for its customers.

19.Mr. Khochare submitted that in or about September 2013, the Plaintiff came across the impugned website operated by Defendant Nos. 1 and 2 under the domain name “www.getshaadi.com”. He submitted that the impugned website was being used in relation to identical services, namely matrimonial and matchmaking services, as those offered by the Plaintiff. Upon conducting a search, the Plaintiff discovered that the impugned domain name was registered in the name of Defendant No. 1 and was being operated through Defendant No. 2. Mr. Khochare thus submitted that on 28th September 2013, the Plaintiff issued a cease and desist notice to Defendant Nos. 1 and 2. However, the said notice was returned undelivered with the endorsement “No Such Addressee”.

20.Mr. Khochare then submitted that prior to filing the present Suit, the Plaintiff conducted an analysis of the impugned website operated by Defendant Nos. 1 and 2. This analysis revealed that the Defendants were using the Plaintiff’s proprietary mark and domain name “Shaadi.com” as a meta tag on the impugned website. He submitted that this resulted in the diversion of approximately 73.34% of internet traffic which would normally be directed to the Plaintiff’s website to the impugned website. He pointed out that a web analytics report in respect of the impugned domain name “getshaadi.com” evidencing the same had been placed on record and marked as Exhibit P-10. He further submitted that Mrs. Usha Vinod Kumar, the Plaintiff’s witness, has deposed in detail on this aspect at paragraph 28 of her Affidavit in Lieu of Evidence dated 28th October 2025.

21. Mr. Khochare then placed reliance upon an order dated 7th July 2014 passed by this Court in another Notice of Motion (L) No. 1504 of 2014 in Suit (L) No. 622 of 2014 which was filed by the Plaintiff against the person who pirated Plaintiff's mark in order to similarly restrain the use of the Plaintiff's proprietary trade mark "Shaadi.com" and the domain name "www.shaadi.com" in which this Court had, in the context of meta tags, *inter alia*, observed as follows:

"6. There seems to be little doubt on a reading of the plaint and the documents annexed to it that the Plaintiffs' web property has today achieved a unique status. It has a significant reputation and goodwill. The phrase shaadi.com, its proprietary mark, is uniquely identified with the Plaintiff's services. The Plaintiff has received widespread recognition and won several awards. Some of these are listed in paragraph 13 of the plaint. There are also several innovations provided in its online services. It has, thus, acquired a very high brand equity, something that has been augmented by its participation on widely viewed television programmes. Today, its offline matrimonial centres number more than 100, spread across 70 cities in this country.

7. In paragraph 17 of the plaint, the Plaintiffs have set out the various trade marks registered to it. All are variations on the words Shaadi. For the present purposes, we are concerned with the domain name Shaadi.com and Shadi.com. In both of these, the Plaintiff has statutory, proprietary and common law rights. Among this is the right to restrain the others from using names or marks that are deceptively or confusingly similar to those of the Plaintiffs'.

8. ...

9. ...

10. ...

11. The Plaintiffs conducted a web analysis of the 1st Defendant's infringing domain name ShaadiHiShaadi.com. They found that the 1st Defendant has used the Plaintiffs' proprietary mark shaadi.com and its domain name www.shaadi.com as part of the "meta-tags" in the 1st Defendant's domain name. Meta tags are special lines of code embedded in web pages. All HTML (hyper text markup language), used in coding web pages, uses tags. Meta tags are a special type of tag. They do not affect page display. Instead, they provide additional information. the author of the web page, the frequency of updation, a general description of the contents, keywords, copyright notices and so on. They provide structured data (actually, meta-data) about the web page in question. Meta tags are always used in

a web-pages '<head>...</head>' section, before the display section that begins with the tag '<body>...</body>'. For instance, the Bombay High Court's main website, www.bombayhighcourt.nic.in, uses these meta tags among others.

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<head>
  <meta http-equiv="Content-type"
        content="text/html; charset=UTF-8" />
  <meta name="keywords" content="High Court of
        Bombay, Bombay High Court, Mumbai High
        Court, Maharashtra Judiciary, Maharashtra
        Courts, Courts, Judiciary" />
  <meta name="description" content="Official
        website of the High Court of Bombay." />
  ... ..
</head>
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12. Meta-tags are routinely used by the search engines and search engine robots to assess webpage contents and other relevant material relating to a webpage in the building of search engine indices. This is where an illicit use of meta tags can be severely damaging. For, if in the meta tags of one website a person uses the domain name or other unique identifying marks, characters or name of another, a search engine, being robotized, is bound to confuse the two, and to report that the first and the second are the same. A search for the latter (the original, the victim) is very likely to yield results for the former, the one that has pirated the identifying marks or name. Now if any individual was to run up a web site and use this Court's "keywords" or "description" meta tag contents, a search engine robot would identify that illicit website as being the "official website of the Bombay High Court."

13. This is precisely what seems to have happened in this case. The Plaintiffs' analysis showed that by illicitly plugging the Plaintiffs' mark and domain name into his website's web pages' meta-tags, the 1st Defendant succeeded in diverting as much as 10.33% and 4.67% of the Internet traffic away from the Plaintiffs to himself. There could be no better evidence of passing off, confusion and deception. This is, plainly, hijacking the Plaintiffs' reputation and goodwill and riding piggyback on the Plaintiffs' valuable intellectual property.

14. I believe the Plaintiffs have made out not just a strong, but an overwhelming prima facie case. Dishonesty is writ large on the actions of the 1st Defendant. He has used the Plaintiffs' mark shaadi.com as a suffix to another expression. He has attempted to misappropriate the Plaintiffs' mark. He has made false claims regarding the extent and size of his service. He has, plainly, hijacked Internet traffic from the Plaintiffs' site by a thoroughly dishonest and mala fide use of the Plaintiffs' mark and name in the meta tags of his own rival website. The distinctive

character of the Plaintiffs' mark is thus diluted and compromised by the actions of the Defendant. The 1st Defendant's action is nothing but online piracy. It cannot be permitted to continue."

22.Mr. Khochare, submitted that in the aforesaid order dated 7th July 2014 it was specifically held that by illicitly incorporating the Plaintiff's trade mark and domain name into the meta-tags of his website, the Defendants in that case had succeeded in diverting 10.33% and 4.67% of internet traffic away from the Plaintiff to that Defendant. He submitted that the Court had observed that there could be no better evidence of passing off, confusion and deception, and that such conduct amounted to hijacking the Plaintiff's reputation and goodwill and riding piggyback on the Plaintiff's valuable intellectual property.

23.Mr. Khochare submitted that the present case stood on an even stronger footing. He submitted that the Plaintiff had pleaded the relevant facts in the Plaint, and the Plaintiff's witness had deposed on oath in her Affidavit of Evidence, and the Plaintiff had also placed on record a Web Analytics Report which had marked as Exhibit P-10 in evidence. He submitted that the said report demonstrates that by illicitly incorporating the Plaintiff's trade mark and domain name "Shaadi.com" into the meta-tags and keywords of their web pages, Defendant Nos. 1 and 2 succeeded in diverting an astonishing 73.34% of internet traffic away from the Plaintiff to the impugned website. He submitted that such diversion has occurred solely on account of the unauthorised use of the expression "Shaadi.com", including as a meta tag and keyword on the impugned website. In light of this material, Mr. Khochare submitted that there can be no clearer evidence of passing

off, confusion and deception, and that the Defendants' conduct squarely amounts to hijacking the Plaintiff's goodwill and reputation and riding upon the Plaintiff's valuable intellectual property.

24. Mr. Khochare further submitted that it is settled law that domain names are not merely internet addresses but function as business identifiers and are therefore entitled to protection under the Trade Marks Act, 1999. He submitted that domain names are subject to the same legal principles as trade marks, particularly in cases of passing off where the use of a domain name results in consumer confusion. In support of his contention, he placed reliance upon the judgment of the Hon'ble Supreme Court in the case of *Satyam Infoway Ltd. v. Siffynet Solutions (P) Ltd.*¹, wherein the Court noted the importance of domain name and held that though there is no legislation in India that protects domain name and the operation of Trade Marks Act, 1999 may not allow adequate protection of domain names, does not mean that domain names are not to be legally protected to the extent possible under the laws relating to passing off.

25. Mr. Khochare further submitted that the dishonesty of Defendant Nos. 1 and 2 was also writ large since the Defendants had adopted and registered the impugned domain name "www.getshaadi.com" despite being fully aware of the Plaintiff's well-known trade mark and domain name "Shaadi.com". He submitted that the Plaintiff's well-known mark "Shaadi.com" was entirely subsumed in the impugned mark. He further submitted that Defendant Nos. 1 and 2 had, even prior to the registration of the impugned domain name, registered another domain name,

¹ (2004) 6 SCC 145

namely www.kalyankalpataruvu.com and that the content appearing on both the said websites, at the time of filing of the Suit, was virtually identical, as could be discerned from the home pages of both websites marked as Exhibits P-12 and P-13.

26. Mr. Khochare then submitted that there was absolutely no necessity for Defendant Nos. 1 and 2 to adopt the Plaintiff's well-known mark "Shaadi.com" in the impugned domain name when they were already operating another domain name with identical content. He submitted that the only conceivable reason for adopting the impugned mark and domain name was to trade upon and exploit the Plaintiff's immense goodwill and reputation carefully built over the years. He submitted that where the very adoption of a mark is dishonest, the grant of an injunction must necessarily follow. In support of his contention, he placed reliance upon the judgment of the Hon'ble Supreme Court in the case of *Midas Hygiene Industries Pvt. Ltd. & Anr. v. Sudhir Bhatia & Ors.*² wherein the Court held that mere delay in bringing action of infringement is not sufficient to defeat grant of injunction.

27. Mr. Khochare further submitted that any member of the general public encountering the impugned mark and domain name would inevitably be led to believe that Defendant Nos. 1 and 2 have some association, affiliation or connection with the Plaintiff and its well-known matrimonial services offered under the mark "Shaadi.com". He submitted that the Defendants' use of the impugned mark and domain name is detrimental to the distinctive character of the Plaintiff's trade marks and has resulted in dilution thereof. He thus submitted that

² (2004) 3 SCC 90

the Defendants' actions were nothing short of online piracy and patently fraudulent and dishonest.

28. Mr. Khochare submitted that the Defendants had deliberately attempted to cash in upon the Plaintiff's hard-earned goodwill and reputation. He submitted that no amount of subsequent users can insure to the benefit of the Defendants. He submitted that the Defendants were duty-bound to conduct a search of the Register of Trade Marks and a market survey prior to adopting the impugned mark and had the Defendants done so, the same would have revealed the Plaintiff's registered trade mark "Shaadi.com", its domain name, and its extensive goodwill and reputation. He submitted that it was wholly implausible that Defendant Nos. 1 and 2 were unaware of the Plaintiff's prior adoption, use and registration of the trade mark "Shaadi.com" and the domain name "www.shaadi.com". The dishonesty and mala fides in the adoption of the impugned mark, according to Mr. Khochare, was therefore clear. In support of his contention, he placed reliance upon the judgment of the Division Bench of this Court in the case of *Bal Pharma Ltd. v. Centaur Laboratories Pvt. Ltd. & Anr.*³.

29. Mr. Khochare then submitted that the Defendants had therefore clearly infringed the Plaintiff's registered trade mark "Shaadi.com" and had attempted to pass off their services and business as and for those of the Plaintiff, causing loss and damage to the Plaintiff and its reputation. He thus submitted that the Plaintiff was entitled to a permanent injunction restraining the Defendants from infringement and passing off, as well as to damages quantified at Rs. 10,00,000/-.

3 SCC OnLine Bom 1176

30. Mr. Khochare also submitted that the Plaintiff has duly led evidence through its authorised representative, Mrs. Usha Vinod Kumar, Director – Legal & Secretarial and Authorised Signatory of the Plaintiff, who has filed her Affidavit of Evidence in lieu of examination-in-chief, marked as Exhibit P-1. He submitted that the witness has confirmed the correctness of the contents of the Affidavit as well as the Plaint, and has relied upon documentary evidence tendered by way of a compilation of documents. Mr. Khochare submitted that the witness had also proved the admissibility of the documents forming part of the Plaintiff's compilation of documents, which have been taken on record and marked as Exhibits P-2 to P-13, and that none of the said documents had been disputed or contested by the Defendants. He further submitted that Mrs. Usha Vinod Kumar has filed a certificate under Section 65B of the Indian Evidence Act, 1872, to establish the authenticity and admissibility of the electronic records relied upon by the Plaintiff.

31. Mr. Khochare also submitted that the Plaintiff has also filed Leave Petition No. 271 of 2014 seeking leave of this court under Clause XIV of the Letters Patent. He, however, submitted that such leave is not necessary since the offending website is globally accessible, not territorially limited, and interactive. He therefore submitted that this Hon'ble Court has the jurisdiction to entertain and dispose of the present suit even in respect of passing off and a combined action of infringement and passing off will lie even without such leave being sought or obtained.

32. Mr. Khochare, then, submitted that the Plaintiff has quantified its claim for damages at Rs. 10,00,000/- (Rupees Ten Lakhs only). He submitted that the present Suit, being a Commercial Suit, is governed by the provisions of the Commercial

Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, and thus Section 35 of the Code of Civil Procedure, 1908, (“CPC”) as amended by the Commercial Courts Act would apply. Mr. Khochare then invited my attention to the amended Section 35 of the CPC and submitted that the costs contemplated thereunder include legal fees and all other expenses incurred in connection with the proceedings. He further submitted that Section 35(3) of the CPC mandates that, while awarding costs, due regard must be given to the conduct of the parties. He submitted that, having due regard to the conduct of the Defendants, the Plaintiff was not only entitled to an order of costs but also to an order of exemplary costs. He submitted that, in addition to the statutory power under Section 35 of the CPC as amended, this Court also possesses inherent powers under Section 151 of the CPC to award exemplary costs in appropriate cases. Hence, the Plaintiff prayed that the suit be decreed in terms of prayer clauses (a) to (e) which read as follows:

“(a)that the Defendants. Nos. 1 and 2 themselves, through their partners, proprietors, servants and agents and/or otherwise howsoever be restrained by a perpetual order and injunction of this Hon’ble Court from in any manner whatsoever using the trade mark “GetShaadi.Com” and/or any other word/expression identical with and/or deceptively similar thereto, including by using it as part of domain name or use in meta-tags or any other such form of use, in relation to matrimonial/matchmaking service and/or allied matrimonial services so as to infringe the Plaintiff’s registered trade mark bearing nos. 1874286 and/or 1267772 and/or 1874287 and/or 1283423 (and/or 1899390) and/or 1338034 (and/or 1248589) and/or 1627525 and/or 1346525 being Exhibits D1-D9 hereto (except the bracketed portions)

(b) that the Defendants Nos. 1 and 2 by themselves, through their partners, proprietors, servants and agents and/or otherwise howsoever be restrained by a perpetual order and injunction of this Hon’ble Court from using the mark

“GetShaadi.com” and/or any other word/expression identical with and/or deceptively similar thereto, in any manner whatsoever, including by using it as part of a domain name or use in meta-tags or otherwise on the internet or any other such form of use, in relation to matrimonial/matchmaking service, dating service and/or allied matrimonial services, so as to pass off and/or enable others to pass off the impugned services and/or business and/or commercial activities of Defendants Nos. 1 and 2 bearing the impugned trade mark as and for that of the Plaintiff.

(c) the Defendants Nos. 3 and 4 by themselves, their employees, agents, officers, assigns and representatives be directed to remove and/or deregister and/or delist the impugned website www.getshaadi.com and be forth restrained by a perpetual order and injunction from hosting the impugned website www.getshaadi.com of Defendant No. 1 and 2 and any other website/portal proposed to be hosted by Defendant No. 1 and 2 which is identical with and/or deceptively similar to the Plaintiff’s registered trade marks.

(d) That the Defendant Nos. 1 and 2 be ordered and decreed to pay the Plaintiff a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) by way of damages or in the alternative, the Defendants be ordered and decreed to render a true and faithful account of all the profits earned by the Defendant Nos. 1 and 2 by using the impugned trade mark and domain name and the Defendant Nos. 1 and 2 be further ordered and decreed to pay to the Plaintiff such amount as may be found due on such account being taken;

(e) That the Defendant Nos. 1 and 2 be ordered and decreed to delivery up to the Plaintiff for destruction without compensation all articles, dies, papers, wrappers, labels, cash memos, vouchers, visiting card, letter heads, folder, samples, stationers, stickers, sign boards, packaging and all other things bearing and/or containing reference to the impugned word “Getshaadi.com” either as the trade mark or as part of their trading name and/or trading style and/or domain name or otherwise in any manner whatsoever.”

Reasons and Conclusions

33. Having heard learned counsel for the Plaintiff and upon a careful consideration of the pleadings, affidavit of evidence and the documentary material on record, none of which has been disputed or denied, I find as follows:

- A. The Plaintiff has produced registration in respect of the marks “Shaadi.com” and “Shadi.com” which are valid and subsisting. The Plaintiff established long and uninterrupted use of the trade mark “Shaadi.com” and “Shadi.com” and would thus be entitled to the statutory protection of rights under Section 28 of the Trade Marks Act, 1999, to the exclusive use of the said trade mark and to restrain third parties from using identical or deceptively similar marks. The Plaintiff has established continuous, extensive and exclusive use of the trade mark “Shaadi.com” on a growing commercial scale, reflected by a substantial increase in turnover from approximately Rs. 26.6 crores in the year 2005–06 to approximately Rs. 91.7 crores in the year 2012–13 prior to filing of the Suit. The Plaintiff has further placed on record duly certified statements of revenue and advertising expenditure (Exhibit P-6), which corroborate the scale of use, promotion and goodwill attached to the mark.
- B. The Plaintiff’s evidence makes clear that Defendant Nos. 1 and 2 were using the mark and domain name “getshaadi.com” in relation to services identical to those offered by the Plaintiff, namely matrimonial and matchmaking services. A comparison of the rival marks and services also leaves no room for doubt that the marks “Shaadi.com” and “getshaadi.com” are deceptively similar within the meaning of Section 2(1)(h) of the Trade Marks Act, 1999. The addition of the word “get” does not in any manner materially distinguish the impugned mark “getshaadi.com” from the Plaintiff’s registered trade mark “Shaadi.com”. It is clear that the Plaintiff’s entire trade mark “Shaadi.com” has infact been subsumed into the impugned mark and is clearly the dominant and essential

feature of the impugned mark “getshaadi.com”. Thus the distinction is illusory, and confusion and deception are inevitable. Accordingly, the use of the impugned mark and domain name by the Defendants in respect of identical services clearly amounts to infringement of the Plaintiff’s registered trade marks within the meaning of Section 29 of the Trade Marks Act, 1999. The principles enunciated in the decision of *Ruston & Hornsby Ltd. v. The Zamindara Engineering Co.*⁴, would therefore squarely apply.

- C. The Defendants have chosen to remain absent despite service of the Writ of Summons. They have neither filed a written statement nor cross-examined the Plaintiff’s witness. This conduct itself reflects the manifest dishonesty on the part of the Defendants. There is no material on record to indicate that the adoption of the mark “getshaadi.com” was in any manner honest or bona fide. The adoption of the impugned mark and domain name, much subsequent to the Plaintiff’s adoption, registration and extensive use, is therefore *ex facie* dishonest and clearly undertaken in bad faith. The Defendants’ use of the Plaintiff’s mark as meta tags and keywords also amplifies the Defendants’ bad faith and dishonesty and makes clear that the intent of the Defendants was to deceive the consumers and public at large.
- D. From the above, the Plaintiff has established that (i) the Plaintiff is the registered proprietor of the trade marks “Shaadi.com / Shadi.com”; (ii) Defendant Nos. 1 and 2 have adopted and used a mark and domain name identical with or deceptively similar to the Plaintiff’s registered marks; (iii) the impugned mark is

⁴ 1969(2) SCC 727

used in relation to identical or allied services; (iv) the adoption of the impugned mark and domain name is dishonest and fraudulent; (v) the use of the impugned mark is likely to cause confusion and deception; and (vi) the Defendants' conduct amounts to infringement, passing off and dilution of the Plaintiff's trade marks.

- E. Having regard to the statutory definition of "use" under Sections 2(b) and 2(c) of the Trade Marks Act, 1999, the Defendants' use of the Plaintiff's trade mark and domain name as meta tags and keywords is not only deceptive and dishonest but also constitutes use in relation to services. The Web Analytics Report in Exhibit P-10 clearly establishes that approximately 74% of the traffic to the impugned website, www.getshaadi.com, was diverted from the Plaintiff's website, www.shaadi.com. The impugned website functioned merely as a façade, redirecting users to the Defendants' pre-existing website www.kalyanakalpataruvu.com. It is clear, therefore, that the entire intent of the Defendants was to divert the internet traffic from the Plaintiff's website to that of the Defendant No.1 & 2 and thereby trade upon the Plaintiff's goodwill and reputation, apart from dilution of the Plaintiff's mark and erosion of its distinctive character and goodwill. There can be no manner of doubt that this conduct on the part of the Defendants would cause loss, damage and harm to the Plaintiff.
- F. The pleadings, evidence, and the documentary material on record, in my view, clearly establish that the trade mark "Shaadi.com" satisfies the statutory requirements of a well-known trade mark within the meaning of Sections 2(1)

(zg), 11(6), and 11(7) of the Trade Marks Act, 1999. The mark “Shaadi.com”, taken as a whole, is a distinctive and fanciful expression which was first adopted by the Plaintiff. The Plaintiff has established long, continuous, uninterrupted and exclusive use of the trade mark “Shaadi.com” since the year 2000 both in India and abroad. The Plaintiff also has demonstrated that the Plaintiff has a vast subscriber base and has consistently had high web traffic and incurred substantial and sustained expenditure on advertising and promotion. Thus the Plaintiff has established an immense degree of reputation and goodwill.

G. *Additionally*, the material on record also plainly demonstrates that the recognition of “Shaadi.com” is such that the same is no longer confined to a particular segment or class of services but has transcended its immediate field and permeated the consciousness of the general public, trade channels, and business circles. The trade mark “Shaadi.com” has thus come to be uniquely associated with the Plaintiff as a source identifier, such that its use, even in relation to dissimilar goods or services, would inevitably suggest a trade connection with the Plaintiff. Hence there can be no manner of doubt that the trade mark “Shaadi.com” would qualify as a well-known trade mark as per the provision of Section 2(1)(zg) of the Trade Marks Act, 1999. Thus any unauthorised use of the trade mark “Shaadi.com”, or of any deceptively similar mark or domain name, would most likely result in an association or trade connection with the Plaintiff.

H. The present Suit is a Commercial Suit governed by the provisions of the Commercial Courts Act, 2015, and thus by virtue of Section 16 of the Commercial Courts Act, 2015, the amended provisions of Section 35 of the CPC, are attracted. The Hon'ble Supreme Court has repeatedly emphasised that, in commercial litigation, the award of costs must be realistic and compensatory, and that costs should ordinarily follow the event so as to ensure that a successful litigant is not left bearing the financial burden of vindicating its rights. The amended Section 35 embodies this principle and mandates that, while determining costs, the Court must have due regard to the conduct of the parties, including whether a party has caused unnecessary delay, failed to participate in the proceedings, or compelled the other party to incur avoidable expense. In the present case, the Defendants, despite being duly served, have chosen to remain absent and have not contested the Suit. The Defendants have also not challenged the interim orders of this Court and have continued to exploit the Plaintiff's well-known trade mark and goodwill. Such conduct is plainly dishonest and has compelled the Plaintiff to incur substantial and avoidable legal costs to protect its statutory and proprietary rights.

34. Hence, for the aforesaid reasons, I pass the following order:

ORDER

- i. For the reasons set out in paragraphs 'A.' to 'G.' hereinabove, the Suit is decreed in terms of prayer clauses (a) to (c) and (e) as reproduced hereinabove.

- ii. For the reasons set out in paragraph 'H.' hereinabove, the Defendant Nos. 1 and 2 shall jointly pay the Plaintiff costs of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) within a period of 12 weeks from today.
- iii. In the event, the costs are not paid within the period of 12 weeks from today, interest at the rate of 8% shall apply.
- iv. The Suit is disposed of in aforesaid terms.
- v. Pending Applications, if any are accordingly disposed of.

[ARIF S. DOCTOR, J.]