

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

Judgment reserved on January 13, 2016
Judgment delivered on April 04, 2016

+ **CS(OS) 1471/2014, IA 9711/2014**

TATA SKY LTD

..... Plaintiff

Through: Mr.Rajiv Nayar, Sr. Adv.
with Mr.Karan Luthra,
Mr.Saurabh Seth,
Advvs.

Versus

NIMBLE TV INC & ORS

..... Defendants

Through: Defendants are ex parte

CORAM:

HON'BLE MR. JUSTICE V.KAMESWAR RAO

V.KAMESWAR RAO, J.

1. The present suit has been filed by the plaintiff, inter alia seeking a decree of permanent injunction restraining the defendant Nos. 1 to 3, their partners, proprietors, directors, shareholders, officers, servants and agents, their representatives, franchisees, nominees and other known and unknown parties related to defendants, from in any manner associating with, connecting or linking through any technological means including internet switches/handles/protocols/web-tools, with the plaintiff's DTH services and the plaintiff's website "www.tatasky.com" and for direction to the defendant Nos. 1 to 3 not to use/refer to the tradename "Tata Sky" on any of the defendants websites including but not limited

to “www.watch.nimbletv.com” or otherwise in any manner.

2. It is the case of the plaintiff that it does not have any kind of business or other relationship with the defendant Nos. 1 to 3 nor has the plaintiff authorized the defendant Nos. 1 to 3 to use the website, name or services of the plaintiff company or any signals/information, in any manner. The case of the plaintiff is that the defendant Nos. 1 and 2, in an illegal manner have on the website www.watch.nimbletv.com provided a link which redirects to the website of the plaintiff and is illegally making a false portrayal as if the defendant Nos. 1 and 2's business is associated with the services being provided by the plaintiff. It is also apprehended that the defendants may be unauthorizedly using/connecting/linking/associating with the television signals of the plaintiffs by making the same available in any illegal and an unauthorised manner. It is the case of the plaintiff that the plaintiff only has rights as against the channels of various broadcasters with whom it has entered into a contractual relationship, to retransmit the same only on its DTH platform within the territory of India.

3. According to the plaintiff, the defendant No. 1 seems to be a company incorporated by the United State of America. As per the information available on the website of the defendant No.1, it is shown that the defendant No. 1 is engaged in the business of providing TV

channels including Indian channels on the internet and offering the same to its subscribers through its website www.watch.nimbletv.com. The defendant No. 2 is the founder and Chief Executive Officer of defendant No. 1.

4. It is averred by the plaintiff that the defendant No. 3 are collectively all those persons who the plaintiff apprehends are indulging in an illegal activity in concert with defendant Nos. 1 and 2. The whereabouts of these defendants and also their names are unknown to the plaintiff. The plaintiff apprehends that the defendant Nos. 1 and 2 may change their character of organization to somehow breach the orders passed by this Court by continuing to link the plaintiff's website through their website www.watch.nimbletv.com or through some other entity which is presently unknown, and accordingly, the plaintiff is seeking a John Doe order against the illegal activities of defendant Nos. 1 to 3.

5. It is the case of the plaintiff that it has been licensed by the Government of India to conduct the aforesaid business of being a DTH operator under the Licence Agreement dated March 24, 2006. The service operates through satellite transmission directly to the subscriber's home. For taking the services from the plaintiff, the subscriber contact the plaintiff and the plaintiff accordingly installs a Set Top Box within the subscriber's premises and also a Dish Antenna at the said premises

to receive the satellite signals which are ultimately decrypted by the said Set Top Box to make the television content available on the television. One of the conditions of the subscription is that neither the Set Top Box nor the Dish Antenna shall be moved from the premises of the subscriber. Clause 4 of subscription agreement is as follows:

4. *SERVICE*

4.1 The Service You select will be provided to You in accordance with the law.

4.2 We will provide the service only for the purpose of your non-commercial use, and viewing at the address and therefore you will not use service or any part of it for any other purposes.

4.3 We shall be entitled to inspect the address premises, without prior notice and during reasonable hours permitted under the law to verify your compliance with the subscription contract and the intellectual property rights of any party and, in connection with such inspection, to take photographs and gather documents, materials, equipment or other information necessary as proof of any violation of this subscription contract or intellectual property rights of any party. In the event that we detect any violation of this subscription contract or any intellectual property rights utilizing fingerprinting or any other mechanism or system deployed by us or by our authorized representatives, then such fingerprinting or other mechanism or system shall be acceptable to you and any findings of contractual or intellectual property violations and/or violations of any other law/s through the use of fingerprinting or other method presented before the relevant authority shall be treated as conclusive proof of any such violation.

6. It is the case of the plaintiff that it has substantial amount of subscribers in India, and it is impossible to find as to who is infringing

the condition as mentioned above and helping the defendants in their illegal design as mentioned hereinafter.

7. The plaintiff's case is, for hosting the channels on its DTH platform the plaintiff company enters into various agreements with various broadcasters in India and thereafter those channels are made available for subscription by the viewers on the DTH platform of the plaintiff. The entire business of the plaintiff is regulated by the Telecom Regulatory Authority of India and is subjected to various regulations passed by the said authority. Since there is use of satellite signals, the plaintiff's business is also subjected to the guidelines for DTH services issued by the Government of India and other security regulations of the Government.

8. A subscriber of the plaintiff is not entitled to retransmit the DTH signals through any means. Clause 12.4 of the subscription contract in this regard is as follows:

12.4 We may cancel your service at any time if, in our sole discretion, we determine that you;
(a) are in breach of any provision of the subscription contract;
(b) have acted in a manner that is inappropriate;
(c) copy, redistribute, relay, re-broadcast, or transmit the service and/or recordings made via your PVR in an unauthorised manner or otherwise allow the interception of the service and/or recordings made via your PVR by any equipment which would allow for its distribution or redistribution from the address to any

neighbouring premises, cable operator or any other person or entity or we suspect that you are copying, redistributing, relaying, rebroadcasting or transmitting the service and/or recordings made via your PVR in an unauthorized manner or otherwise allowing the interception of the service and/or recordings made via your PVR by any equipment which would allow for its distribution or redistribution from the address to any neighbouring premises, cable operator or any other person or entity....

.....

(f) sell or make any charge for the viewing of the service and/or any recordings including those made via your PVR;

(g) Show or permit the viewing of the service and/or any recordings including those made via your PVR in public to an audience, even if no charge is made;

(h) use in any manner whatsoever any of our trademarks; or

(i) the any Tata Sky hardware provided to you under this subscription contract is found outside the territory of India; or in the possession of any third person/entity other than your authorized representative; or is being used in any manner or for a purpose not prescribed, authorized or permitted hereunder”.

9. The plaintiff's case is, it has been using the tradename “TATA SKY” which has been licenced to the plaintiff by the parent company Tata Sons and is a Joint Venture between Tata Sons and 21st Century Fox through its subsidiary Network Digital Distribution Services FZ-LLC (NDDS). The plaintiff has spent substantial amounts in promoting, advertising of the said tradename and making the said name a household brand in India.

10. That over a period of time, it has developed enormous goodwill

and reputation in India and the plaintiff's brand "TATA SKY" enjoys a prime position in the DTH sector as well as in the entertainment industry and is in fact one of the leading DTH platform providers in India and the very fact that the plaintiff has millions of subscribers shows that the services of the plaintiff are well known to India.

11. The plaintiff case is, on 25.04.2014, one of its broadcasters informed the plaintiff about the existence of the defendant No.1 Company and its website www.watch.nimbletv.com. The plaintiff's broadcaster further informed the plaintiff that the defendant No.1 company's website had certain 'weblinks' which redirects a customer to the plaintiff's website and implied a business connection with the plaintiff. The plaintiff who was not even aware about the existence of the defendant No.1 company was shocked to know from its broadcasters that the defendant Nos.1 & 2 were using the name and website of the plaintiff company without the authorization/permission of the plaintiff.

12. According to the plaintiff, on being made aware of the aforementioned facts, it immediately initiated an investigation on the defendant No.1's website www.watch.nimbletv.com. Upon investigation of the same, the plaintiff found that, when a customer proceeds to subscribe to the package for Indian Channels available on the website of the defendant No.1, the customer is asked to accept the terms and

conditions of the defendant No.1 as well as the terms and conditions of the “Service Provider”. The website allows payment by a person resident in India. In case while filling in the subscriber details no address in the United States of America is provided by the subscriber, the website automatically provides a false address in the United States of America.

13. It is averred in the plaint, that when a customer proceeds to place an order, it shows that it is mandatory to accept the Service Providers terms and conditions and when one clicks on the weblink for the terms and conditions of the “Service Provider” at the URL of the Defendant No.1 being “www.watch.nimbletv.com/signup.html”, the customer gets re-directed to the ‘Terms and Conditions’ webpage on the website of the plaintiff company. The aforementioned linking to the plaintiff’s website and the use of the plaintiff’s website gives an impression to the customers as if the plaintiff company is associated with the defendant Nos.1 & 2 and is infact the “Service Provider” providing the channels on the defendant No.1’s website.

14. It is the plaintiff’s case that its further investigation has revealed that the business model of the defendant Nos.1 & 2 is clearly in breach of Indian Laws. As revealed from the various interviews of the defendant No.2 available on www.youtube.com, one of the services

being offered by defendant No.1 in the United States of America is that a person who may have subscribed to a service from a cable operator or DTH operator in any territory of the world, would be able to view those subscribed channels through the internet in conjunction with the defendant No.1's website www.watch.nimbletv.com, through any device which may be an internet television, iPad, computer, android device etc. It is averred that the effect of such an illegal service is that though a subscriber may have taken the DTH services of the plaintiff at a particular premises in India, while travelling abroad or permanently staying in a particular country, including the United States of America, the said subscriber by using the defendant's services would be able to receive and watch the subscribed television content as if the plaintiff services have been virtually lifted from the subscriber's premises in India to any dynamic location of the subscriber wherever he may be in the world. This kind of service is being advertised by the defendant Nos.1 & 2 as "Everywhere TV" but at the cost of piracy of legal television signals. The plaintiff avers that this is clearly in violation of the subscription contract and its conditions between the plaintiff and its subscribers.

15. The plaintiff's case is that any person who is seeking subscription of the defendant NOs.1 & 2's services deserves to be restrained from

virtually lifting the plaintiff DTH signals in any manner and retransmit the same through internet or any other technological method being made available by the defendants. The plaintiff submits that since the plaintiff's services are limited to the territory of India, any use of the plaintiff's signals outside India through any means including internet, Nimble TV, the defendant No.1/s websites etc is a clear breach of Indian law and deserves to be restrained. The plaintiff also submits that the plaintiff is not entitled to send or transmit its signals as a DTH operator in the United States of America or any other territory of the World except India and the actions of the defendants are prejudicial to the interests of the defendants in the aforementioned territories since the plaintiff may be held to be in breach of their respective local laws and enactments.

16. It is averred, from visiting the defendant Nos.1 & 2's website www.watch.nimbletv.com, it is not even clear as to whether a subscriber of the plaintiff has in fact requested the defendant Nos.1 & 2 to relocate the television content to his place of choice or whether the defendant NOs.1 & 2 have themselves subscribed to one package of the plaintiff and is virtually pirating the entire signals of the plaintiff for its subscribers in the United States of America or anywhere else and gaining economic advantage in this process. Thus, the use of plaintiff's signal in

any manner, voluntary or involuntary by the defendant Nos.1 & 2, by providing an illegal service as described above, deserves to be restrained. The defendants ought to be directed to disconnect all links to the television signals of the plaintiff and restrained from making it available to any person in the world.

17. According to the plaintiff, any of the above conducts of the defendant Nos.1 & 2 are clearly a piracy of its signals in any manner. The plaintiff's signals are meant specifically for its subscribers and to be provided only at a specific location where the plaintiff's set top box and dish antenna has been authorizedly installed by the plaintiff. However, in breach of the plaintiff's terms and conditions, technologically, the defendant Nos.1 & 2 are co-locating the plaintiff's contracted television content to a place which may be outside India or even within India.

18. The conduct of the defendant Nos. 1 & 2 is clearly a security breach because the signals which are being relayed into India is a matter of national concern and cannot be retransmitted by any means. The defendant Nos.1 & 2 however by the above stratagem are retransmitting/uplinking the plaintiff's satellite signals to a place outside India in an unlawful and an illegal manner. This is clearly a concern of public order and national security, apart from the plaintiff's commercial rights being violated by the defendant. The plaintiff therefore submits

that this Court should direct the appropriate authority to block all access to the defendant No.1's website "www.watch.nimbletv.com" into or from India. The appropriate authority may also be directed to ensure that the defendant Nos.1 & 2 are not able to retransmit the plaintiff's DTH signals in any manner through any of the internet switches or protocols which would deliver the DTH signals of the Plaintiff to the Defendant No.1's website/servers and let an outsider i.e. a person living outside India receive the Plaintiff's signals in any manner.

19. The Plaintiff submits that the website of the Defendant No.1 is allegedly available all throughout the world. The Defendant No.1's website is also available within India. Hence, it is possible for a person within India to subscribe to the services of the Defendants No.1 and illegally obtain the DTH signals being provided by the Plaintiff outside India. The Plaintiff through this process is clearly losing out on the subscription charges which would be payable to the Plaintiff. The Defendant No.1 & 2 are not registered with the Indian Authorities to provide IP TV services nor has the Defendant No.1 & 2 obtained a license under the TRAI Act, 1997 and thus the Defendant No.1 & 2's business in India is clearly in breach of Indian laws and regulations and deserves to be stopped immediately. On the contrary because of the Defendants illegal efforts the Plaintiff may get exposed to the laws of

United States of America unnecessarily.

20. The plaintiff's case is that it has no business connection with the defendant Nos. 1 and 2 nor is the plaintiff associated with the defendant Nos. 1 and 2 in any manner whatsoever. The plaintiff has not permitted the defendant Nos. 1 and 2 to use its website or name or service in any form or manner.

21. It is its case that the defendant Nos. 1 to 3 are directly infringing the tradename of the plaintiff "TATA SKY" and the copy right of the plaintiff in their website www.tatasky.com. The defendant Nos. 1 to 3 are with a malafide intention using the name and website of the plaintiff, since they are aware of the goodwill and reputation enjoyed by the plaintiff in the Indian market. The illegal action of the defendant Nos. 1 to 3 is only to piggyback on the goodwill and reputation of the plaintiff and an attempt by the defendant Nos. 1 to 3 to somehow pass off their services as that of the plaintiff and benefit its sales and increase their personal gains. According to the plaintiff, that illegal action of the defendant Nos. 1 and 2 of using the name and website of the plaintiff is causing embarrassment to the plaintiff company, since the customers of the plaintiff are getting misled into believing that the defendant Nos. 1 and 2's services are being provided by the plaintiff or in some manner are connected with the plaintiff. The illegal actions of the defendant

Nos. 1 and 2 are not only prejudicial to the reputation and goodwill enjoyed by the plaintiff in the relevant market but is also a concern for their relationships with various broadcasters.

22. That on May 1, 2014, the plaintiff sent a cease and desist notice to the defendant No. 1 bring the aforementioned facts to the defendant No. 1's knowledge and asking it to forthwith remove and disconnect any weblink available on the defendant Nos. 1 and 2's website, re-directing the website of the defendant Nos. 1 and 2 to the plaintiff's website. However the defendant No. 1 has till date not taken any action towards the same.

23. Initially, the matter was listed on May 20, 2014, when this Court had passed the following order in the application under Order 39 Rules 1 and 2 CPC:

“...In view of the foregoing facts and reasons mentioned above, it appears that the plaintiff has been able to make out a strong prima facie case of passing of an interim order. The balance of convenience also lies in favour of plaintiff and against the defendants. In case, interim order is not passed, the plaintiff will suffer an irreparable loss and injury. Hence, till the next date of hearing, the defendants, their partners, proprietors, directors, shareholders, officers, servants and agents, their representatives, franchisees, nominees and other parties whosoever related to the defendants are restrained from, in any manner, associating, connecting or linking through any technological means including internet switches/handles/protocols/web-tools with the plaintiff's DTH services and the plaintiff's website www.tatasky.com.

They are also restrained from using/referring to the trademark/trade name TATA SKY on any of their websites including website www.watch.nimbletv.com within two weeks, failing which the Group Coordinator, Cyber Law Division, Ministry of Communication and Information Technology is directed to block public access from and to the website

www.watch.nimbletv.com as run by defendants No.1 and 2 after the expiry of three weeks from today.

Compliance of Order XXXIX Rule 3 CPC be made within a week.

Dasti, under the signatures of the Court Master”.

24. On August 5, 2014, the defendants were represented by Mr. Ankur Sangal, Adv., who sought time to file written statement. The written statement was not forthcoming and on January 13, 2015, the learned Joint Registrar, noting that the period of filing written statement has expired, struck off the defence of the defendants. On a subsequent date, i.e. on March 13, 2015, the defendants were proceeded ex parte.

25. The evidence by way of affidavit was filed by the plaintiff, which has been tendered by the plaintiff as PW1/A on July 3, 2015 by Mr. Gyaltsen Barfungpa, AR of the plaintiff company. The affidavit has exhibited nine documents, exhibited as Ex.PW1/1 to Ex.PW1/9. The details of the exhibited documents are as under:

“Ex.PW1/1

Details of the defendant No. 1 company obtained from NYS Department of State; defendant No. 2 is the founder and Chief Executive Officer of defendant No. 1.

Defendant No. 1 is a company incorporated in the United State of America.

Ex.PW1/2

Licence Agreement dated 24.3.2006 entered into between the plaintiff and the Govt. of India to conduct the business of being a DTH operator.

Ex.PW1/3

Sample Subscription Agreement between the plaintiff and its subscribers.

Ex.PW1/4

Guidelines for DTH services issued by the Government of India and other security regulations of the Government.

Ex.PW1/5

E-mail dated 25.04.2014 sent by one of the plaintiff's broadcasters informing the plaintiff about the existence of defendant No. 1 company and its website.

Ex.PW1/6

Copy of the screenshots of the defendant No. 1 website (www.watch.nimbletv.com)

Ex.PW1/7

Interviews of defendant No. 2 explaining the working and function of the defendant No. 1 and 2s business module. A person who may have subscribed to a service from a cable operator or DTH operator in any territory of the world, would be able to view those subscribed channels through the internet in conjunction with the defendant No. 1 website.

Ex.PW1/8

Soft copy of the screenshots of the defendant No. 1's website and a soft copy of the defendant No. 2 video on Bloomberg TV

Ex.PW1/9

Cease and Desist Notice dated 1.5.2014 sent to defendant by plaintiff, asking it to remove and disconnect any weblink on the website, re-directing the website of the defendant No. 1 and 2 to the plaintiff's website”.

26. The aforesaid, in the absence of the denial of the defendants Nos. 1 and 2, the plaint and affidavit and the exhibits, conclusively prove, the following:

- (i) The plaintiff has been licenced by the Government of India for conduct of business of DTH operator
- (ii) One of the condition is that neither the Set Top Box or the Dish Antenna shall be moved from the premises of the subscriber
- (iii) The plaintiff enters into various agreements with various broadcasters in India and their channels are made available for subscription by the viewers on the DTH platform of the plaintiff
- (iv) A subscriber is not entitled to re-transmit the DTH signals through any means
- (v) The plaintiff has been using the tradename “ TATA SKY” and has spent substantial amounts in promoting advertising of the tradename and making it a household brand in India and has earned enormous goodwill and reputation in the business of DTH.
- (vi) The defendant No. 1 has website www.watch.nimbletv.com, through which the defendant Nos. 1 and 2 are using the name and the

website of the plaintiff company without the authorization/permission of the plaintiff.

(vii) Through the defendant No. 1's website, a customer gets access to plaintiff's website and would be able to view the subscribed channels through internet.

(viii) The transmission of the DTH services of the plaintiff through internet is illegal and contrary to the regulations issued by the Government of India.

(ix) The action of the defendant Nos. 1 and 2 is without the permission of the plaintiff and by the said acts, infringing the tradename "TATA SKY" of the plaintiff and encashing and taking advantage of the goodwill, reputation of the plaintiff for personal gains, and also pass off their services as the services of the plaintiff.

(x) Despite cease and desist notice, the defendant No. 1 has not taken any remedial action

27. The position of law on passing off, is well settled. This Court, in the case of *Delhi Public School Society vs. Gopal Prasad Das and Ors.* decided on 29th October, 2014, in paras 31, 32 and 33 has held as under:-

"PASSING OFF

*31. The test of confusion and deception in order to prove the case of passing off has been very well discussed in the case of **Laxmikant V. Patel vs. Chetanbhat Shah and Another**, reported in (2002) 3 SCC 65, wherein the*

Supreme Court while considering a plea of passing off and grant of ad interim injunction held in no uncertain terms that a person may sell his goods or deliver his services under a trading name or style which, with the passage of time, may acquire a reputation or goodwill and may become a property to be protected by the Courts. It was held that a competitor initiating sale of goods or services in the same name or by imitating that name causes injury to the business of one who has the property in that name. It was held that honesty and fair play are and ought to be the basic policy in the world of business and when a person adopts or intends to adopt a name in connection with his business or services which already belongs to someone else, it results in confusion and has the propensity of diverting the customers and clients of someone else to himself and thereby resulting in injury.

*32. It was held in **Laxmikant V. Patel (supra)** that the principles which apply to trademark are applicable to trade name also. Para 10 of the aforesaid judgment reads as under:-*

“The law does not permit any one to carry on his business in such a way as would persuade the customers or clients in believing that his goods or services belonging to someone else are his or are associated therewith. It does not matter whether the latter person does so fraudulently or otherwise. The reasons are two. Firstly, honesty and fair play are, and ought to be, the basic policies in the world of business. Secondly, when a person adopts or intends to adopt a name in connection with his business or services which already belongs to someone else it results in confusion and has propensity of diverting the customers and clients of someone else to himself and thereby resulting in injury.”

In this case, the Supreme Court further observed that:

“Where there is probability of confusion in business, an injunction will be granted even though the defendants

adopted the name innocently.”

*33. The fundamental difference that passing off is an action which essentially protects goodwill and not the unregistered trademark has been explained in the case of **Star Industrial Co. Ltd. v. Yap Kwee Kor** [1976] Fleet Street Patent Law Reports 256 decided by Privy Council comprising Lord Diplock in his speech wherein it has been observed that passing off is an action which is to preserve the goodwill of a person and not aimed at to protect an unregistered trademark. In the words of Lord Diplock, it has been observed as under:-*

*“Whatever doubts there may have previously been as to the legal nature of the rights which were entitled to protection by an action for “passing off” in courts of law or equity, these were laid to rest more than 60 years ago by the speech of Lord Parker of the Waddington in **A.G. Spalding & Bros. v. A.W. Gamage Ltd.** (1915) 32 R.P.C. 273 (“the Gamage Case”) with which the other members of the House of Lords agreed. A passing off action is a remedy for the invasion of a right of property not in the mark, name or get up improperly used, but in the business or goodwill likely to be injured by the misrepresentation made by passing-off one person’s goods as the goods of another. Goodwill, as the subject of proprietary rights, is incapable of subsisting by itself. It has no independent existence apart from the business to which it is attached. It is local in character and divisible; if the business is carried on in several countries a separate goodwill attaches to it in each. So when the business is carried abandoned in one country in which it is acquired a goodwill the goodwill in that country perishes with it although the business may continue to be carried on in other countries. Once the Hong Kong Company had abandoned that part of its former business that consisted in manufacturing toothbrushes for export to and sale in Singapore it ceased to have any proprietary rights in Singapore which was entitled to protection in any action for passing-off brought in the courts of that country.”*

28. It is clear from the above that the plaintiff has established its case of passing of thereby entitling it a decree of injunction against defendants.

29. A party who chooses not to participate in Court proceedings and stay, must suffer, the consequences of the relief of injunction order. That apart, the apprehension expressed by the plaintiff that the defendant No. 3, are those persons who are indulging in illegal activity in concert with defendant Nos. 1 and 2 and their whereabouts are not known. It is also stated by the plaintiff that defendant Nos. 1 and 2, may change their character or organization to somehow breach the orders passed by this Court, by continuing link, the plaintiff's website through their website www.watchnimbletv.com or through some other entity which is presently unknown and seeking a John Doe order against the activities of defendant Nos. 1 to 3. Keeping in view, the settled position of law in the case of ***E.S.P.N. Software India Pvt. Ltd. Vs. Tudu Enterprise and Ors., CS (OS) 384/2011, MANU/DE/1061/2011***, wherein, this Court held, by referring to an order dated 24th November, 2006 in CS(OS) No. 2189/2006 that this Court has jurisdiction to pass an order in the nature of a John Deo order injunction against unknown persons.

30. In view of my discussion above, I am of the view, the plaintiff is

liable to succeed in this suit and as such:-

(i) a decree of permanent injunction is passed and defendant Nos. 1,2 & 3, their partners, proprietors, directors, shareholders, officers, servants and agents, their representatives, franchisees, nominees and other known and unknown parties related to the defendants are restrained, from in any manner associating with, connecting or linking through any technological means including internet switches/handles/protocols/web-tools, with the Plaintiff's DTH Services and the Plaintiff's website www.tatasky.com, and defendant Nos.1 to 3 are directed not to use/refer to the trade name "Tata Sky" on any of the defendants websites including but not limited to www.watch.nimbletv.com or otherwise in any manner;

(ii) further injunction in terms of serial No.(i) above is passed against un-named and undisclosed persons who may be likewise committing breach of the rights of the plaintiff by resorting to illegal tapping of DTH connections by linking the same to the distribution networks/its websites. Decree sheet be drawn accordingly.

No costs.

IA 9711/2014 (under Order II Rule 2 CPC)

In view of the order passed in the suit, the application is disposed

of as infructuous.

(V.KAMESWAR RAO)
JUDGE

APRIL 04, 2016
akb