

Sr. No.103

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**CWP No. 31334 of 2019 (O&M)
Date of Decision: 28.10.2019**

Punjab Gramin Bank

... Petitioner

Versus

Union of India and others

... Respondents

CORAM:- HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Saurav Verma, Advocate,
for the petitioner.

ARUN MONGA, J.(ORAL)

1. Petitioner herein is a Regional Rural Bank incorporated under Regional Rural Bank Act, 1976. The bank is sponsored by Punjab National Bank, which has 35% stake therein.

2. *Inter alia*, issuance of a writ in the nature of mandamus has been sought commanding the respondents not to release Punjabi Movie, named “*Daaka*” slated to be released on 01.11.2019. Primarily, the ground to seek such a relief is that the petitioner Bank has been depicted in a poor/shabby and insecure condition which led to plot of committing a robbery in the Bank in the movie.

3. I have heard learned counsel for the petitioner and have also perused the contents of the writ petition along with Annexures appended thereto. Prima facie, I am of opinion that the writ petition seems to have been filed taking a oversensitive view.

4. In the premise, in ordinary course, no interference of this Court would have been warranted in extraordinary writ jurisdiction vested under Article 226 of the Constitution of India. However, it has been brought to my notice that no permission of Bank was sought before actually displaying the name/logo/banners and calendars in the movie as is reflected from Annexures P-2 and P-3, respectively.

5. Learned counsel for the petitioner submits the material used in the film i.e. banners/posters/calendars are verbatim copy of the originals which are actually used by the Bank. He further submits that even the uniform of the Security Guard shown in the movie is exactly the same. The name of the sponsored bank i.e. Punjab National Bank also finds mention below the name of the petitioner bank but that has been intentionally blurred in the scenes. Whereas, the petitioner Bank which is an independent entity and has a reputation of its own and is operating through many as 416 branches in State of Punjab, would be adversorially effected qua its image with the rural population which has faith in the banking services being offered by it, in case its name is not blurred as has been done for Punjab National Bank.

6. Learned counsel for the petitioner submits that blurring the name of Punjab National Bank is a clear pointer that the respondents were conscious that the actual name need not be mentioned. The same practice has been followed throughout in the past, as whenever a robbery scene is shot to be shown in the movie, the name of the bank was never been shown in any movie.

To that extent, I am in agreement with the submissions of learned counsel for the petitioner.

7. I am also guided by a judgment rendered by Delhi High Court in a case titled as ***ICICI Bank Limited Vs. Ashok Thakeria and others reported as 2013 (43) RCR (civil) 828.***

Learned brother M.L.Mehta, J. (as his Lordship then was) speaking for the Court observed as below:-

“4. The above mentioned banner/poster is a verbatim replica of the plaintiff's poster, carrying the same font, layout and colour scheme, barring the term IBIBI which is used in place of ICICI. Screen shots of the impugned scene depicting the bank robbery, as well as the plaintiff's original banner/poster regarding its Most Trusted Brand Award is placed on record. The plaintiff apprehends that the defendants convey through the impugned scene, that the plaintiff's bank is a bank with extremely weak security, and that customers' deposits are unsafe in their custody. And that this ex facie, amounts to commercial disparagement of their service, thereby adversely affecting and tarnishing the goodwill, reputation and brand equity associated with the plaintiff's well known trade mark ICICI and the “i’ device.

XXX XXX XXX

6. Upon a simple visual comparison, it is apparent to me that the viewers are likely to associate the bank in the impugned scene with the plaintiff bank. Therefore, the plaintiff has made out a prima facie case. Since the movie has not yet released, the balance of convenience lies in favour of the plaintiff. Moreover, since the plaintiff is only seeking blurring/censoring of the disparaging font/content of the movie carrying the marks IBIBI, the logo similar to the 'i' device, and the banner/poster

regarding the 'Most Trusted Brand Award' in an identical font, layout and colour scheme, I do not think that the relief prayed, if granted, would materially affect the message/story line of the impugned scene. Besides, if the relief is not granted to the plaintiff, it will suffer irreparable harm, which cannot be appropriately prostituted through damages. In fact, the plaintiff has also placed on record, emails which the plaintiff has received from various people informing them about the scene in the movie, which portrays the plaintiff in bad light.

7. *In light of the aforesaid observations, I hereby grant an ex-parte injunction in favour of the plaintiff, directing the defendants to blur/censor the disparaging font/content of the movie carrying the marks IBIBI, the logo similar to the 'i' device, and the banner/poster regarding the 'Most Trusted Brand Award' in an identical font, layout and colour scheme as that of the plaintiff's, in its bank robbery scene and/or any other part/scene of the movie 'Grand Masti'."*

8. I am in respectful agreement with the views expressed in order/judgment, *ibid*. A perusal of the aforesaid would reveal that even where the name of the bank was merely similar and not the same i.e. fictitious name IBIBI as against real name ICICI, an ex parte injunction was granted as was prayed. While, in the present case, it is the exactly same name of the bank which has been purportedly shown in bad light in the movie.

9. In the aforesaid premise, it would be equitable and in the interest of justice to direct the respondents herein to blur the name of the petitioner bank, as has been already done for the sponsored bank. There is thus no requirement to keep the petition

pending and/or grant any injunction/direction not to allow release of the movie as has been prayed for. Subject to compliance of this order, respondents are at liberty to release the movie as scheduled.

10. Given the nature of order passed, there is no necessity to seek return by the respondents as no further proceedings and/or pleadings are required. The writ petition is disposed of with a direction to the respondents to blur the name of the petitioner bank, as has been already done for the sponsored bank i.e. Punjab National Bank.

11. A copy of this order be given to learned counsel for the petitioner under the signatures of the Bench Secretary.

12. Disposed of in above terms.

(ARUN MONGA)
JUDGE

28.10.2019
vandana

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No