



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

INTERIM APPLICATION NO. 2254 OF 2025
IN
COMMERCIAL IP SUIT NO. 74 OF 2025

Reliance Industries Limited and Another ...Applicants/Plaintiffs

Versus

www.jiofinancelimited.co.in and Others ...Defendants

Mr. Vinod Bhagat, Ms. Sonam Pradhan i/b Mr. Vinod A. Bhagat for Plaintiff.

Ms. Nikita Abhyankar i/b Gravitas Legal for Defendant No. 10.

Coram : Sharmila U. Deshmukh, J.

Date : 10th July, 2025.

P. C. :

1. At the outset, the Court Receiver's Report is tendered and is taken on record.
2. The present suit is for infringement of the Plaintiff's registered trade mark along with the infringement of the corporate name, infringement of the Plaintiff's subsisting copyright in its "JIO" label and for passing off the Defendant's services as and for those of the Plaintiffs. By order dated 6th September, 2023, this Court *prima facie* accepted the case of the Plaintiff that fraud was perpetrated by the

Defendant Nos. 1 to 8 and 15 on 17th July, 2023 purporting to offer jobs on payment of 'insurance deposit charge' by impersonating themselves as Plaintiff or their employees. This Court after considering the documents, by detailed order dated 6th September, 2023 granted ad-interim relief in terms of infringement of trade mark and copyright. Subsequently, by order dated 2nd May, 2025, the Leave Petition was allowed and ad-interim relief in respect of passing-off and appointment of Court Receiver was granted.

3. Despite service, none appears on behalf of Defendant.
4. Considering the cause of action based on which the suit has been filed, it is *prima facie* evident that there is no defense available to the Defendants and therefore, they had chosen not to cause any appearance. In the absence of any response by the Defendant, there is no reason as to why the ad-interim relief could not be confirmed as interim relief.
5. Interim Application is allowed in terms of prayer clauses (a), (b) and (c), which reads as under:-

“(a) pending the hearing and final disposal of the suit, the Defendant Nos. 1 to 8 and 15 (and such other individuals/entities which are discovered during the course of the proceedings to have been engaged in infringing the Plaintiffs' trade marks) by themselves, their proprietors/partners, servants, agents, assignees and all those connected with the Defendant Nos. 1 to 8 and 15 in their business be restrained by an order and temporary injunction of this Hon'ble Court from offering and rendering services purporting to offer jobs and

loans, advertising, publishing, promoting or using in any manner whatsoever in relation to their business papers/documents, advertisements, labelling, stationery goods and from using in any manner whatsoever, the impugned counterfeit marks JIO, JIOMONEY logo, JIO DIGITAL LIFE, JIO FINANCE and from using the impugned corporate name Jio Finance Limited or any mark/s or name identical with and/or deceptively similar to the Plaintiffs' trade marks JIO, JIOMONEY Logo, JIO DIGITAL LIFE and JIO FINANCE, so as to infringe upon on the Plaintiff's trade mark and label mark of JIO registered under Nos. 2391635, 2466109, 3461646, 3461647, 3461648, 3461664, 3461665, 3461666, 2391636, 2466110, 3461674, 3461690, 2247360, 2391638, 2423696, 2466112, 2787794, 3016544, 3070729, 3070730, 4306041, 4580005, all in classes 35, 36 and 38 respectively; the trade mark label of JIOMONEY registered under Nos. 3461670, 3461696, in classes 35 and 36; the trade mark and label mark of JIO DIGITAL LIFE registered under Nos. 3055804, 3139817, 3139818, 3139819, all in class 38 and JIO FINANCE registered under No. 3461698 in class 36;

(b) pending the hearing and final disposal of the suit, pending the hearing and final disposal of the suit, the Defendant Nos. 1 to 8 and 15 (and such other individuals/entities which are discovered during the course of the proceedings to have been engaged in infringing the Plaintiffs' trade marks and artworks) by themselves, their proprietors/partners, servants, agents, assignees and all those connected with the Defendant Nos. 1 to 8 and 15 in their business be restrained by an order and temporary injunction of this Hon'ble Court from offering and rendering services purporting to offer jobs and loans, advertising, publishing, promoting or using in any manner whatsoever in relation to their business papers/documents, advertisements, labelling, stationery goods and from using in any manner whatsoever, the impugned pirated artwork of JIO (appended at Exhibit 01 to the plaint) which is identical with and/or substantially similar to the Plaintiff's original artistic work of JIO (appended at Exhibit F to the plaint), so as to infringe upon the Plaintiffs copyright subsisting in the original artistic work of its JIO label;

(c) pending the hearing and final disposal of the suit,

pending the hearing and final disposal of the suit, the Defendant Nos. 1 to 8 and 15 (and such other individuals/entities which are discovered during the course of the proceedings to have been engaged in infringing the Plaintiffs' trade marks and artworks) by themselves, their proprietors/partners, servants, agents, assignees and all those connected with the Defendant Nos. 1 to 8 and 15 in their business be restrained by an order and temporary injunction of this Hon'ble Court from offering and rendering services purporting to offer jobs and loans, advertising, publishing, promoting or using in any manner whatsoever in relation to their business papers/documents, advertisements, labelling, stationery goods and from using in any manner whatsoever, the impugned marks and labels of JIO, JOMONEY logo, JIO DIGITAL LIFE and JIO FINANCE and the impugned trade dress depicted thereon or any marks or trade dress identical with and/or substantially similar to the Plaintiffs' aforementioned trade marks, labels and trade dress of JIO, JIOMONEY Logo, JIO DIGITAL LIFE and JIO FINANCE, so as to pass off their services, goods and/or business as and for those of the Plaintiffs or in some way connected or associated therewith."

6. The Court Receiver's Report is disposed of. The Court Receiver stands discharged without passing of accounts as the order has already been executed. All costs, charges and expenses of the Court Receiver to be paid by the Plaintiff within the period of eight days on demand being raised by the Office of the Court Receiver.

[Sharmila U. Deshmukh, J.]