

O.S.A.No.28 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.02.2025

CORAM :

**THE HONOURABLE DR.JUSTICE ANITA SUMANTH
and
THE HONOURABLE MR.JUSTICE C.KUMARAPPAN**

**O.S.A.No.28 of 2025
and CMP No.2749 of 2025**

People Interactive (I) Pvt. Ltd.
Metro 1 Building
3rd Floor, Unit Old No.162, 163
New No.28 & 30
Kodambakkam High Court
Chennai-600 034.

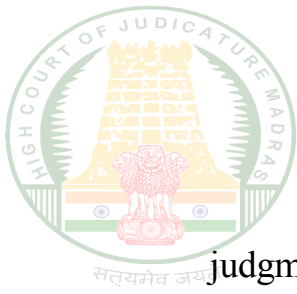
.. Appellant

VS

Matrimony.com Ltd.
Represented by its Authorised Signatory
Mr.K.Krishnan, VP-Legal
No.94, TVH Beliciaa Towers
Tower 2, 5th Floor, MRC Nagar
Raja Annamalaipuram
Chennai-600 028

.. Respondents

Prayer : Appeal filed under Order XXXVI Rules 2 & 9 of the Original
Side Rules read with Order XLIII Rule 1(r) of the Code of Civil
Procedure, 1908, read with Clause 15 of the Letters Patent to set aside the



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judgment and decretal order dated 10.01.2025 passed by this Court in O.A.No.389 of 2024 in C.S.No.122 of 2024 and consequently, dismiss O.A.No.389 of 2024 in C.S.No.122 of 2024.

For Appellant : Mr.P.S.Raman, Senior Counsel
for Mr.R.Palaniandavan

For Respondent : Mr.P.V.Balasubramanian, Senior Counsel
for Mr.Siddharth Prabhu

JUDGMENT

(Delivered by Dr.ANITA SUMANTH..J)

The appellant is the respondent in O.A.No.389 of 2024. The suit has been filed by the respondent seeking a permanent injunction against the appellant from, in any manner, advertising its services in a way which is contrary to the Code for Self-regulation of Advertising Content in India, Cable Television Networks Rules, 1994 (in short 'Rules') and Cable Television Networks (Regulation) Act, 1995 and a Permanent injunction restraining them from indulging in unfair trade practices including by advertising its services using the slogan '*30 day money back guarantee*' in a textual or visual form (in short 'film') in any of its promotional material.

2. Pending suit, an application was filed by the applicant seeking interim injunction restraining the respondent from, in any manner advertising its services using the misleading slogan '*30 day money back*



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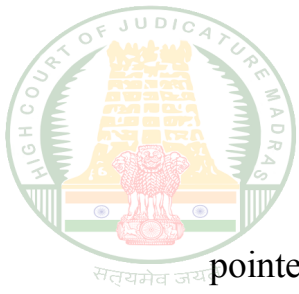
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guarantee' in textual or visual form. That application has come to be allowed by order dated 10.01.2025 granting interim injunction as prayed for. Aggrieved, the appellant has filed the present appeal. The parties are referred to as per the array in this appeal.

3. The submissions made by the respondent in the application were targeted around a visual advertisement running to 15 seconds (advertisement/film). The respondent had argued that there were dishonest and untruthful claims made in that film which are violative of the relevant Rules. Specifically, the respondent was aggrieved by the statement in that film where the appellant *'assure(s) a bride/bridegroom a match guarantee within a period of thirty days'*.

4. According to the respondent, the above statement was misleading and intended to dupe the public to believe that a match would be found for a prospective bride/groom within 30 days. Such a promise has all the potential to lead to manifest disappointment and hence the respondent should be restrained from putting in public domain such a misleading and mischievous advertisement.

5. The appellant had countered the allegations, denying the same, and relying on the doctrine of Caveat Emptor meaning that the buyer must beware and exercise due caution and diligence. However, the respondent



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pointed out that one of the exceptions to the aforesaid Doctrine is fraudulent misrepresentation and non-disclosure of defects, which, according to the respondent, the appellant was guilty of.

6. After hearing the parties in detail, the learned Judge has agreed with the respondent that a prima facie case had been made out that the appellant was engaged in an unfair trade practice and that the general public were to be protected from the offending advertisement. The learned Judge has expressed the view that the offer of a money-back guarantee if a bride/bridegroom was not fixed in 30 days, was prima facie violative of the extant Code/Rules and has granted an interim injunction as prayed for.

7. The learned Judge has recorded that the respondent had filed three complaints against the offending advertisement even earlier before the Advertising Standards Council of India (Council), that had directed the appellant to make amendments to the advertisement, to no avail.

8. The defence taken by the appellant to the above allegation is that the Council is only a recommendatory body and directions issued by it are not legally binding. The film does not mislead the public and all statements made therein, including the offending statement that the appellant *'assure(s) a bride/bridegroom a match guarantee within a period of thirty days'* are fully supported by the disclaimers and explanatory notes



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contained in the appellant's website. Our attention is drawn to the terms and conditions contained in the website in support of this argument.

9. We have heard the detailed submissions of Mr.P.S.Raman, learned Senior Counsel for Mr.R.Palaniandavan, learned counsel for the appellant and Mr.P.V.Balasubramanian, learned Senior Counsel for Mr.Siddharth Prabhu, learned counsel for the respondent. The subject advertisement was played before us. The storyline is as adumbrated below.

10. Two characters, presenting themselves as a couple, pose questions to a family of three in which one of the characters appears to be a bride. The queries relate to progress in marriage preparations, such as whether the marriage hall has been fixed, whether all the invitations have been sent and the like. The family responds, pointing out incredulously that no groom had been fixed as yet, to which the couple retorts, '*Let the marriage preparations begin! With Tamilshaadi.com guarantee*'. The subtitle during this frame reads '*30 day money back guarantee*'.

11. When the appellant was asked to explain the exact nature of guarantee that has been extended, our attention is drawn to the terms and conditions on the website which elaborates on the nature of the money back guarantee offered by the appellant. The website clarifies that if a member, after registering on the website, has sent a minimum of '10



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interests' to other members and does not receive a single '*accept*' within the first 30 days of becoming a premium member, the entire fee would be refunded with no questions asked.

12. When compared with the subtitle on the screen that reads '*30 day money back guarantee*', we believe that some clarity could be provided to inform the viewer as to the circumstances when the money-back guarantee would stand triggered. As it stands now, the messaging does create the impression that if a bride/bride groom was not found within 30 days of registration, there would be a refund of the fee paid, simpliciter.

13. We hasten to add however, that this would be a very literal interpretation of the advertisement and the sub-text. Surely, the marriage would be finalised only after obtaining the concurrence of all interested parties, specifically the bride/groom whose consent is a factor beyond the control of the matrimony website. Hence, an unconditional guarantee of an assured match within 30 days, can, at best only be hyperbole, and cannot realistically be extended.

14. Be that as it may, in the larger interests of the general public, we had suggested that some clarity may be provided and the parties have agreed that the specific term in this regard as contained in the website may



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be inserted in the advertisement. The terms and conditions in the website state as follows, *'Send 10 connects. Get a match or get your money back (T&Cs apply).'*

15. Let the above statement also feature along with the visual at page 235 of compilation dated 03.02.2025 (as it exists now) that we extract below, in the interests of clarity:



16. In the space occupied by the words *'30 day money back guarantee'*, the appellant will also insert the phrase *'Send 10 connects. Get a match or get your money back (T&Cs apply).'* The statement shall remain on the screen for the entire duration of the dialogue in that frame.

17. Apart from finding the advertisement misleading, the learned



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Judge has also observed that, as per the counter affidavit filed by the appellant in the application, more than 1000 people have been cheated from the misleading nature of the advertisement. We have carefully perused the counter and do not find any such concession/statement therein. To this extent, the observations in the impugned order are found to be factually erroneous.

18. This appeal is disposed in terms of this order. No costs.
Connected Miscellaneous Petition is closed.

[A.S.M., J] [C.K.,J]
17.02.2025

Index:Yes/No
Speaking order
Neutral Citation:Yes
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