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

+ **O.M.P.(I) (COMM.) 65/2025**

CREATIVELAND ADVERTISING PRIVATE LIMITED

.....Petitioner

Through: Mr. Chander M. Lal Sr. Advocate
with Mr. Mr. Nishad Nadkarni, Mr.
Nirupama Lodha, Mr. Kshitij
Parashar, Ms. Khushboo
Jhunjhunwala, Mr. Gautam Wadhwa,
Ms Rakshita Singh, Ms Annanya
Mehandi, Advocates

versus

WINZO GAMES PRIVATE LIMITED

.....Respondent

Through: Mr. Abhishek Malhotra, Senior
Advocate with Ms. Srishti Gupta, Ms.
Nishtha Chaturvedi, Mr. Kumarjeet
Ray, Ms. Anukriti Trivedi, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **24.02.2025**

I.A. 4806/2025 (Exemption)

Allowed, subject to all just exceptions.

O.M.P.(I) (COMM.) 65/2025, I.A. 4807/2025, I.A. 4808/2025

1. This is a petition under Section 9 of the Arbitration & Conciliation Act, 1996 filed by the Petitioner claiming for the following reliefs:-

“(a) To forthwith restrain the Respondent, its employees, subordinates, representatives, agents and all other persons claiming through or acting under them or at their behest from in any manner, directly or



indirectly, using, exploiting, misappropriating or divulging to any third person/party or parting with in any manner whatsoever, any of the Petitioner's Confidential Information, including but not limited to the crux/root/substratum/hook line "Jeeto Har Dinzo" (and any variations thereof), and any other content of the First Pitch Deck, the Second Pitch Deck, and the Third Pitch Deck;

(b) To forthwith restrain the Respondent, its employees, subordinates, representatives, agents and all other persons claiming through or acting under them or at their behest from in any manner, directly or indirectly creating any third party rights or interests in the Petitioner's Confidential Information including but not limited to the crux/root/substratum/hook line "Jeeto Har Dinzo ", and any other content of the First Pitch Deck, the Second Pitch Deck, and the Third Pitch Deck; and from releasing any advertisement/campaign/communication, in any form or medium, comprising of the above or any part thereof;

(c) To forthwith direct the Respondent to specifically perform, comply with and honour its obligations under the Non Disclosure Agreement /NDA between the Petitioner and the Respondent;

(d) To forthwith direct the Respondent to disclose and share with the Petitioner details of all third parties with whom the Respondent has shared any of the Confidential Information;

(e) To forthwith direct the Respondent and anyone who has gained access to the Confidential Information through the Respondent to destroy the Confidential Information and all copies thereof in any medium, and file affidavit confirming such destruction before the



Hon'ble Court;

(f) To forthwith direct the Respondent to not pursue the Impugned Trade Mark Applications in classes 41 and 35 bearing nos. 6810754 and 6810753 before the Trade Marks Registry as well as any other applications comprising of "Jeeto Har Dinzo" or any marks identical with or similar thereto until final determination of the present dispute;

(g) Pass ad-interim ex-parte orders in respect of the prayers above;

(h) Pass any further orders or such other measures of protection or other orders as this Hon'ble Court deems fit and proper in the facts and circumstances of this case. ”

2. Material on record, as stated by the Petitioner, indicates that the Respondent approached the Petitioner for a brand campaign for the Respondent, the Respondent being an online gaming intermediary and the Petitioner being an advertising agency. A Non-Disclosure Agreement was entered into between the parties on 11.10.2024 which contains an arbitration clause.

3. It is the case of the Petitioner that the Petitioner by its own efforts brought out a tagline for the campaign of the Respondent. It is stated that before a formal agreement could be entered into, the Respondent has made an application for registration of the tagline in its name as a trademark. Aggrieved by the said act, the Petitioner has approached this Court by filing the present petition.

4. It is stated that the Petitioner has also prepared a proposal for the purposes of carrying out a campaign of the Respondent and has submitted



material in relation to that effect.

5. Learned Senior Counsel for the Respondent appears on advance notice. It is stated by the learned Senior Counsel for the Respondent that the material in proposal is not being used by the Respondent.

6. This Court gave a suggestion to the learned Senior Counsel for the parties that an arbitrator can be appointed to adjudicate upon the disputes between the parties and the learned Arbitrator can be requested to adjudicate the disputes more particularly an application under Section 9 within a period of one week from today.

7. Both parties have agreed to the name of Justice Manmohan Singh, Former Judge of Delhi High Court, to act as the Arbitrator for adjudicating the disputes between the parties including trademark and apprehended copyright infringement.

8. Resultantly, Justice Manmohan Singh, Former Judge of Delhi High Court, is appointed as an Arbitrator to adjudicate upon the disputes between the parties.

9. Looking at the fact that the purpose of the material in proposal was to be advertised in IPL-2025 which is to commence in the month of March, 2025 and the advertisements would be aired within a short period from now, learned Arbitrator is requested to treat this application under Section 9 of the Arbitration & Conciliation Act as an application under Section 17 of the Arbitration & Conciliation Act and adjudicate the same within a period of five days from today.

10. The Arbitrator is free to decide his fees, which is commensurate to the effort taken by the learned Arbitrator to adjudicate this matter in the nature of emergency arbitration and decide the same.



11. The petition is disposed of along with pending application(s), if any.
12. It is made clear that this Court has not made any observation on the merits of the case. All the rights and contentions of the parties are kept open.

SUBRAMONIUM PRASAD, J

FEBRUARY 24, 2025
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