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

+ **CS(COMM) 163/2023**
SPORTA TECHNOLOGIES PVT. LTD AND ANR.

.....Plaintiffs

Through: Mr. Rohan Seth and Ms.
Vanshika Singh, Advs.

versus

KONSTANTIN KROSNAN & ORS.

.....Defendants

Through: None

Mr. Rohan Jaitley, CGSC with Mr
Dev Pratap Shahi, Mr. Varun Pratap
Singh and Mr. Yogya Bhatia, Advs.
for D-3

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **10.12.2025**

1. The present suit has been filed seeking permanent injunction restraining infringement of registered trademarks, passing off, infringement, rendition of accounts, damages and other ancillary reliefs.

Case set up in the plaint

2. The Plaintiff was incorporated in 2007 with a view to serve as one-stop provider of a number of online fantasy sport leagues. It launched its fantasy sports platform under the trademark DREAM11 in 2012.

3. The Plaintiff, since August 2025, has ceased to offer the 'pay-to-play' contests and is currently only offering 'free-to-play' online social games for recreational and entertainment purposes, wherein users can enter contests for free.

4. The Plaintiff had, on the date of institution of the suit, official partner rights of the Board of Control for Cricket in India [BCCI], international and



domestic matches since 2019.

5. The Plaintiff uses the trademarks DREAM11/  /  /  and   [‘Plaintiff’s DREAM11 trademarks’] in relation to its business.

5.1. Plaintiff’s earliest registration is for device mark   bearing TM no. 1823015 in class 41, which application was dated 28.05.2009 and filed on a proposed-to-be-used basis.

5.2. The Plaintiff also has registration for the word mark DREAM11 bearing TM no.4863621 in classes 9, 16, 18, 28, 35, 38, 42, and 45, which application is dated 25.09.2019, with user claim since 21.06.2007.¹

6. The Plaintiff is the registrant of the domain www.dream11.com. [‘Plaintiff’s website’], through which it hosts an active website wherein it provides information about its DREAM11 platform, and also permits users to download the mobile application ‘DREAM11’ on their devices.

6.1. The said website has a unique layout and User Interface [‘UI’], which is proprietary to and solely associated with the Plaintiff. The uniqueness of the UI vests in the manner of representation of information, ease of use of the website’s features and extent of information and data provided on the website to utilize the Plaintiff’s services. The Plaintiff owns the copyright with respect to the artistic work, which includes the overall representation, look-and-feel, and representation of information and graphics on its aforesaid website.

¹Details of Plaintiff’s various DREAM11 trademark registrations have been set out in paragraph ‘8’ of the [plaint](#).



Defendants' Infringement

7. Defendant No.1/Konstantin Krasnov had registered the domain 'dream11.apk.in' ['impugned domain'], and was hosting a website www.dream11apk.in ['impugned website'], which was a replica of the Plaintiff's website.

8. On the impugned website, Defendant No.1 was also portraying that the Plaintiff's DREAM11 platform is associated with betting services.

9. While Defendant No.1 claimed to provide hyperlinks to download Plaintiff's 'DREAM11' mobile application on the impugned website, the hyperlinks actually redirected the user to an online gambling and betting platform, '1X Bet'.

10. Defendant No.2/NETIM SARL was the Domain Name Registrant ['DNR'], through which the impugned domain was registered.

11. It is a matter of record that inspite of the injunction order dated 22.03.2023, the impugned domain, i.e., 'dream11.apk.in', was released by Defendant No. 2 and was registered in the name of Defendant No. 5/Mikhail Petrov through the DNR, i.e., Defendant No.6/Epik Inc.

Suit Proceedings

12. It is a matter of record that the predecessor bench of this Court vide order dated 22.03.2023 had granted an ex-parte ad interim injunction against Defendant No.1 [initially John Doe] and directed Defendant No.2/DNR to suspend the impugned domain 'dream11.apk.in'. The Plaintiff filed its amended memo of parties on 29.04.2023 after being provided details of Defendant No.1 by Defendant No.2, and Konstantin Krasnov was impleaded as Defendant No.1.

13. Defendant Nos. 1, 2, and 4 were served with summons vide email on



04.08.2023. However, they failed to appear, and their right to file written statement was closed vide order dated 15.12.2023.

14. Plaintiff, upon learning about registration of the impugned domain in favour of a third party through a new DNR and hosting of the impugned website, again filed an application for impleadment of new entities. Accordingly, Defendant No. 5 [initially John Doe/third party] and Defendant No. 6/new DNR were impleaded by this Court vide order dated 27.11.2024, and the ex-parte ad interim injunction dated 22.03.2023 was extended to them, whereby Defendant No.6/DNR was directed to suspend and lock the impugned domain and impugned website. The Plaintiff filed its amended memo of parties on 27.01.2025 after being provided with details of Defendant No.5 by Defendant No.6/DNR, and Mikhail Petrov was impleaded as Defendant No. 5.

15. Similarly, Defendant Nos. 5 and 6 were served with summons on 13.03.2025 and 20.01.2025, respectively. However, they failed to appear, and their right to file written statement was closed vide order dated 19.08.2025.

16. Since none appeared on behalf of Defendant Nos. 1, 2, 5 and 6, the ex-parte ad interim injunction was made absolute, and the said Defendants were proceeded ex –parte on 02.09.2025.

17. The current status is that the impugned website is inactive, and the impugned domain is suspended and locked.

18. Learned counsel for the Plaintiff states that the Plaintiff will be satisfied if a decree of permanent injunction is passed in favour of the Plaintiff and against Defendant Nos. 1 and 5 in terms of paragraph ‘39’(a) to (c) of the amended plaint and a decree of mandatory injunction in terms of paragraph ‘39’(l) of the amended plaint.



Court's Findings and Analysis

19. This Court has heard the learned counsel for the Plaintiff and perused the record.

20. Learned counsel for the Plaintiff has handed over written submissions and a compilation of judgments vide index cover dated 09.12.2025. The written submissions and judgments are directed to be taken on record.

21. On a bare comparison of the Plaintiff's website with the impugned website, it is evident that the look and feel of the impugned website is virtually identical to the Plaintiff's website, with the red and black colour scheme being used all over the website. The impugned website has also replicated the contents and Plaintiff's registered DREAM11 trademarks. Comparison of the websites has been set out in paragraph '24' of the plaint.

22. Additionally, the use of the mark DREAM11 in the impugned website and domain name is impermissible. Such use by Defendant Nos. 1 and 5 amounts to infringement of the Plaintiff's registered DREAM11 trademarks and copyright in its artistic work on the Plaintiff's website. Defendant Nos. 1 and 5's actions are calculated to mislead consumers into believing that the impugned website and domain name originate from or are associated with the Plaintiff, thereby unlawfully encroaching upon the goodwill and proprietary rights that the Plaintiff have built through years of business and marketing efforts.

23. It is averred in the plaint that some of the hyperlinks on the impugned website actually lead the user to the social media handles of the Plaintiff, which is bound to mislead the users to believe that the impugned website is associated with the Plaintiff.

24. The Defendant Nos. 1 and 5's unauthorised use of the Plaintiff's marks



not only causes substantial injury to the Plaintiff's business and goodwill but also deceives consumers, thereby eroding their trust in the quality, authenticity, and origin of the Plaintiff's services.

25. Since Defendant Nos. 1 and 5 have failed to take any requisite steps to contest the present suit and file their written statements despite having been afforded sufficient opportunities and being bound by the ex-parte ad-interim injunction order dated 22.03.2023 and 27.11.2024, their conduct demonstrates a clear lack of intent to defend the present proceedings.

26. At this stage, it would be apposite to refer to Order VIII Rule 10 of the Code of Civil Procedure, 1908 ['CPC']. The said rule reads as under: -

“10. Procedure when party fails to present written statement called for by Court.— Where any party from whom a written statement is required under rule 1 or rule 9 fails to present the same within the time permitted or fixed by the Court, as the case may be, the Court shall pronounce judgment against him, or make such order in relation to the suit as it thinks fit and on the pronouncement of such judgment a decree shall be drawn up.”

27. It would be relevant to refer to the dicta of **Satya Infrastructure Ltd. & Ors. v. Satya Infra & Estates Pvt. Ltd.**², wherein the Co-ordinate Bench of this Court held that in matters where the defendant is proceeded ex parte, the Court, upon its satisfaction, can pass a decree for permanent injunction on the basis of the pleadings filed on affidavit. The relevant part of the order reads as under: -

“3. The plaintiffs have given the address of the defendant of Bangalore, Karnataka. The affidavit of service dated 26.11.2012 has been filed by the Court Clerk of the Advocate for the plaintiffs to the effect that notice was sent to the defendant by Blue Dart Courier on 15.11.2012 and was delivered on 16.11.2012. There is no reason for this Court to disbelieve the said affidavit emanating from the chamber of the Advocate for the

²2013 SCC OnLine Del 508



plaintiffs and it has to be presumed that the shipment which has been reported to be delivered to the defendant contained the summons of the suit and notice of the application together with copies of the plaint, application and other documents etc. If it is discovered otherwise, of course the Advocate for the plaintiffs would be accountable. The defendant is thus proceeded against ex-parte.

4. The next question which arises is whether this Court should consider the application for interim relief and direct the plaintiffs to lead ex parte evidence. The counsel for the plaintiff's states that the plaintiffs are willing to give up the reliefs of delivery, of rendition of accounts and of recovery of damages, if the suit for the relief of injunction alone were to be heard today.

5. I am of the opinion that no purpose will be served in such cases by directing the plaintiffs to lead ex parte evidence in the form of affidavit by way of examination-in chief and which invariably is a repetition of the contents of the plaint. The plaint otherwise, as per the amended CPC, besides being verified, is also supported by affidavits of the plaintiffs. I fail to fathom any reason for according any additional sanctity to the affidavit by way of examination-in-chief than to the affidavit in support of the plaint or to any exhibit marks being put on the documents which have been filed by the plaintiffs and are already on record. I have therefore heard the counsel for the plaintiffs on merits qua the relief of injunction."

(emphasis supplied)

28. In view of the fact that no written statement has been filed on behalf of Defendant Nos. 1 and 5, the averments made in the plaint have to be taken to be admitted. Further, since no affidavit of admission/denial has been filed in respect of the documents filed with the plaint, in terms of Rule 3 of the Delhi High Court (Original Side) Rules, 2018, the same are deemed to have been admitted. The plaint has been duly verified and is supported by the affidavit of the Plaintiff, and considering the circumstances set out hereinabove, this Court is of the considered view that no triable issues arise in the present matter. Consequently, the suit is fit to be decreed in favour of the Plaintiff under the provisions of Order VIII Rule 10 of the CPC.



29. Similarly, Defendant No. 6, despite being served with the summons, has failed to file any written statement and has not opposed the relief prayed against it in the plaint.

30. In view thereof, since there is no contest, this Court is of the view that the Plaintiff is entitled to a relief of permanent injunction as claimed in the plaint. Accordingly, a decree of permanent injunction is hereby passed in favour of the Plaintiff and against the Defendant Nos. 1 and 5, in terms of prayer clauses (a), (b), and (c) of paragraph '39' of the amended plaint.

31. Further, Defendant No. 6/Epik Inc. is also directed to transfer the domain name 'dream11.apk.in' to the Plaintiff, subject to the payment of all registration and requisite charges. Accordingly, the suit is decreed in terms of prayer clause 39(1) of the amended plaint. The Plaintiff is directed to approach Defendant No. 6 within a maximum period of eight (8) weeks from today.

32. The remaining prayer clauses of the amended plaint are dismissed as not pressed.

33. Let the decree sheet be drawn up accordingly.

34. With the aforesaid directions, this suit, along with pending applications (if any), stands disposed of.

35. All future dates stand cancelled.

36. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 10, 2025/mt/aa