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

+ **ARB. A. (COMM.) 15/2025 & I.A. 6010/2025**

WINZO GAMES PRIVATE LIMITED

.....Appellant

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

versus

CREATIVELAND ADVERTISING PRIVATE LIMITED

.....Respondent

Through: Mr. Abhinav Mukerji, Senior Advocate with Mr. Nishad Nandkarni, Mr. Nirupam Lodha, Mr. Kshitij Parashar, Mr. Gautam Wadhwa, Ms. Khushboo Jhujhunwala, Ms. Rakshita Singh, Ms. Archita Nigam and Ms. Khusboo Hora, Advocates.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

15.04.2025

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1. Matter is taken up today as 14.04.2025 was declared a holiday.
2. This appeal is preferred on behalf of the Appellant under Section 37(2)(b) of Arbitration and Conciliation Act, 1996 ('1996 Act') challenging order dated 28.02.2025 passed by the learned Sole Arbitrator, whereby Appellant has been directed to deposit bank guarantee of Rs. 50,00,000/- before the Arbitral Tribunal in order to secure and adjust the overall claims if granted in favour of the Claimant/Respondent herein.
3. Present dispute arises from a commercial engagement between



Creativeland Advertising Private Limited/Respondent, a creative agency specialising in brand campaigns and Winzo Games Private Limited/Appellant, which is an operator of online gaming platform. Respondent alleged unauthorised use of its intellectual property and breach of confidentiality obligations maintaining that creative work in question was derived from its internal intellectual property. Disputes having arisen between the parties with respect to a tagline and certain other confidential materials, Respondent filed petition under Section 9 of 1996 Act seeking interim relief against the Appellant from using confidential material and the tagline “*Jeeto Har DinZo*” and by order dated 24.02.2025 this Court constituted the Arbitral Tribunal and requested the Arbitral Tribunal to treat the petition as an application under Section 17 of 1996 Act.

4. By the impugned order dated 28.02.2025, learned Arbitral Tribunal refused to grant injunction in favour of the Respondent/Claimant and directed the Appellant to furnish a bank guarantee in the sum of Rs. 50,00,000/- as a protective measure. This led to the Respondent filing ARB.A.(COMM.) 17/2025 challenging the non-grant of injunction and the Appellant filing the present appeal against furnishing of bank guarantee. By judgment dated 18.03.2025, ARB.A.(COMM.) 17/2025 was dismissed by this Court, holding that the view taken by the learned Arbitrator was a plausible conclusion and did not warrant interference under Section 37 of 1996 Act and the present appeal was adjourned for filing reply by the Respondent.

5. The limited issue arising in the present appeal is the direction of the learned Arbitrator to the Appellant to furnish a bank guarantee in the sum of Rs. 50,00,000/- in favour of the Respondent. Learned Senior Counsels for



the parties argued the matter at some length. However, during the course of hearing, parties have agreed that impugned order dated 28.02.2025 be modified to the extent of directing the Appellant to furnish a bank guarantee in the sum of Rs. 30,00,000/- instead of Rs. 50,00,000/-.

6. Accordingly, with the consent of the parties, impugned order dated 28.02.2025 is modified to the extent that Appellant shall furnish a bank guarantee in the sum of Rs. 30,00,000/- in favour of the Respondent within a period of three weeks from today. In the alternative, it is open to the Appellant to deposit a sum of Rs. 30,00,000/- before the Arbitral Tribunal, which shall be invested in an interest-bearing Fixed Deposit. The needful shall be done within three weeks.

7. Appeal is disposed in the aforesaid terms along with pending application, making it clear that this Court has not expressed any opinion on the merits of the case and all rights and contentions of the parties to the *lis* are left open to be decided by the learned Arbitrator.

JYOTI SINGH, J

APRIL 15, 2025
S.Sharma