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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 671/2023, I.A. 18665/2023 & I.A. 38251/2024**
CASHGRAIL PRIVATE LIMITEDPlaintiff
Through: Ms. Ishani Chandra, Mr. Sagar Chandra, Ms. Srijan Uppal, Ms. Mehek Dua and Ms. Aparna Tripathy, Advocates.

versus

BLUE HORIZONE INFOTECH LLPDefendant
Through: Mr. Bharat Gupta and Ms. Sanskriti Trivedi, Advocates for Defendant.
Mr. Rajeev K. Virmani, Senior Advocate (*Amicus Curiae*) with Mr. Nischal Anand, Ms. Diva Saigal and Ms. Shriya Gambhir, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

ORDER
10.12.2025

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1. This Suit has been filed seeking, *inter alia*, the following prayers:

“i. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from misappropriating, publishing, disseminating, offering for use / sale, offering for download, using, advertising operating, marketing, selling, dealing in any manner, directly or indirectly, the Impugned Game ‘LUDO TOURNAMENT’ which is a reproduction and / or substantial reproduction and copy of the Plaintiff’s Game ‘LUDO SUPREME LEAGUE’ so as to infringe Plaintiff’s Copyright in the Game ‘LUDO SUPREME LEAGUE’ including but not limited to the Game Mechanics / Game Play and / or Look and Feel and / or Source Code / Object Code and / or any other game(s) offered by the Plaintiff, by reproducing the same in any material form or using the same or



any colourable imitation thereof or otherwise howsoever, amounting to infringement of Copyright;

ii. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from misappropriating, publishing, disseminating, offering for use / sale, offering for download, using, advertising, operating, marketing, selling, dealing in any manner, directly or indirectly, the Impugned Game 'TURBO' / 'TURBO LUDO' which is a reproduction and / or substantial reproduction and copy of the Plaintiff's Game 'LUDO NINJA' so as to infringe Plaintiff's Copyright in the Game 'LUDO NINJA' including but not limited to the Game Mechanics / Game Play and / or Look and Feel and / or Source Code / Object Code and / or any other game(s) offered by the Plaintiff, by reproducing the same in any material form or using the same or any colourable imitation thereof or otherwise howsoever, amounting to infringement of Copyright;

iii. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from misappropriating, publishing, disseminating, offering for use / sale, offering for download, using, advertising, operating, marketing, selling, dealing in any manner, directly or indirectly, the Impugned Game 'TIMER' which is a reproduction and / or substantial reproduction and copy of the Plaintiff's Game 'LUDO SUPREME' so as to infringe Plaintiff's Copyright in the Game 'LUDO SUPREME' including but not limited to the Game Mechanics / Game Play and / or Look and Feel and / or Source Code / Object Code and / or any other game(s) offered by the Plaintiff, by reproducing the same in any material form or using the same or any colourable imitation thereof or otherwise howsoever, amounting to infringement of Copyright;

iv. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from advertising, marketing, publishing, disseminating, offering for use / sale, and / or dealing in any manner, directly or indirectly, the Impugned Terms and Conditions as available on the Defendant's Website, which is



reproduction and / or substantial reproduction of so as to infringe the Plaintiff's Copyright in the original literary work of the Terms and Conditions as available on the Plaintiff's Website, amounting to infringement of Copyright;

v. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and / or in any manner using directly or indirectly in relation to any entertainment purpose and/or such allied and cognate goods and/or services, under the Impugned Mark 'TURBO' / 'TURBO LUDO' or any other identical and/or deceptively similar mark to the Plaintiff's mark 'LUDO TURBO' amounting to infringement of the Plaintiff's registered marks under Classes 9, 16, 21, 25, 28, 35, 36, 38, 41 and 42;

vi. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and / or in any manner using directly or indirectly in relation to any entertainment purpose and / or such allied and cognate goods and/or services, under the Impugned Mark 'TURBO' / 'TURBO LUDO' or any other identical and/or deceptively similar mark to the Plaintiff's mark 'LUDO TURBO', or doing any other thing which will lead to Passing off of the goods and services of the Defendant as those of the Plaintiff;

vii. A Decree for permanent injunction restraining the Defendant, its directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and/or in any manner using directly or indirectly in relation to any entertainment purpose and / or such allied and cognate goods and/or services, under the Impugned Mark 'TURBO' / 'TURBO LUDO' or any other identical and/or deceptively similar mark to the Plaintiff's mark 'LUDO TURBO', or doing any other thing which will lead to dilution of the Plaintiff's Trade Marks mentioned in the Plaintiff;

viii. A Decree for permanent injunction restraining the Defendant, its



directors, executives, partners or proprietors, subsidiaries, sister concerns as the case may be, their officers, servants and agents or any other persons acting for and on their behalf from using, advertising, marketing, operating, offering for use, and / or in any manner using directly or indirectly in relation to any entertainment purpose and / or such allied and cognate goods and / or services, under the Impugned Mark 'TURBO' / 'TURBO LUDO' or any other identical and/or deceptively similar mark to the Plaintiff's mark 'LUDO TURBO', or doing any other thing which will amount to unfair competition;

ix. A Decree for delivery up of all the computer data, source code, literary works and/or any other material of the Impugned Games 'LUDO TOURNAMENT', 'TURBO' and 'TIMER' to the authorized representative of the Plaintiff for the purpose of destruction / erasure;

x. A Decree for rendition of accounts of profits illegally earned by the Defendant on account of the revenue generated by the Impugned Games 'LUDO TOURNAMENT', 'TURBO' and 'TIMER' and a decree for the amount so found due be passed in favour of the Plaintiff;

xi. A decree for damages for damages for the amount to the tune of Rs. 2,00,05,000/- or as may be determined by this Hon'ble Court in its discretion be passed against the Defendant and in favour of the Plaintiff;

xii. An order for costs of the proceedings;"

2. The learned Counsel for the Defendant submits that in view of the subsequent statutory changes, the Defendant is no longer offering the Impugned Games of 'LUDO TOURNAMENT', 'TURBO' / 'TURBO LUDO' and 'TIMER' / 'TIMER LUDO'.

3. The learned Counsel for the Parties submit that the Suit may be decreed in terms of Prayers in Paragraph Nos. 86(i) to (viii). In view of the same, the learned Counsel for the Plaintiff, on instructions, submits that the Plaintiff does not wish to press the Prayers in Paragraph Nos. 86(ix) to (xi).

4. The Suit is decreed in terms of Prayers in Paragraph Nos. 86(i) to (viii).



Let the Decree Sheet be drawn up accordingly.

5. The Suit and the pending Applications stand disposed of.

6. This Court records its appreciation to Mr. Rajeev Virmani, Senior Advocate appointed as an *Amicus Curiae vide* order dated 05.05.2025 along with Mr. Nischal Anand, Advocate for their assistance on the legal aspects / issues of this matter.

TEJAS KARIA, J

DECEMBER 10, 2025/sms