

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO.37049 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.36992 OF 2025

Airline Marketing Services India Private Limited ...Applicant/
Plaintiff

IN THE MATTER BETWEEN :

Airline Marketing Services India Private Limited ...Plaintiff

Versus

John Doe Ashok Kumar ...Defendant

WITH
LEAVE PETITION (L) NO.37067 OF 2025
IN
COMMERCIAL IP SUIT (L) NO.36992 OF 2025

*Mr. Hiren Kamod a/w Mr. Rohan Marathe, Mr. Nihar Chitre i/b Satyam
Legal for the Applicant/Plaintiff*

None for the Defendant No.1

*Mr. Abhishek Mookherjee i/b Mr. Shardul Amarchand Mangaldas for the
Defendant No.2*

CORAM : SHARMILA U. DESHMUKH, J.

DATE : MAY 4, 2026

P. C. :

1. By order of 19th December 2025, this Court has granted ad-
interim relief in terms of prayer clauses (a), (c), (c1), and right was

reserved to seek subsequent relief in respect of prayer clause (d) in event the identity of Defendant No.1 is not disclosed within a reasonable time.

2. Mr. Kamod, learned counsel appearing for the Plaintiff submits that the Defendant No.2 had sent an email to the Plaintiff's Solicitors on 9th February 2026 disclosing only the email address and the phone number associated with the impugned handle and accordingly a copy of the impugned order along with papers and proceedings were served upon the Defendant No.1 on email and WhatsApp, to which there was no response. The papers were once again served on the same email and WhatsApp of Defendant No.1 on 20th February 2026 and on 23rd February 2026, an Instagram direct message was addressed to the impugned Instagram handle with a link to the order and papers and proceedings, to which there was no response. He submits that the Defendant No.2 was apprised of the said fact and Defendant No.2 was further called upon to take down the impugned handle forthwith, to which there was no response. He would submit that even as of today, the Instagram handle is active and there is a continuous infringement of the Plaintiff's registered trademark despite the ad-interim order of 19th December 2025.

3. The affidavit of service is tendered and taken on record.

4. Learned counsel appearing for the Defendant No.2 submits that the Defendant No.2 has disclosed the details of Defendant No.1 which were available with the Defendant No.2, which is only the email address and WhatsApp number. He submits that the same information will be placed on record by way of an affidavit before the next date.
5. Mr. Kamod would press for interim relief in terms of prayer clause (d), as despite the Defendant No.1 having been served with the copy of the order and the papers and proceedings, the account still continues to be operated by Defendant No.1.
6. By the order of 19th December 2025, this Court had come to a *prima facie* finding of infringement of the Plaintiff's registered trademark and had found that the Defendant No.1 is using an identical trademark in respect of its travel services which would result into confusion and deception being caused amongst the general public, who may book their tours through the Defendant's social media account, assuming the same to be Plaintiff's official website.
7. Despite the service of the papers and proceedings through email and WhatsApp, the Defendant No.1, has continued with the infringing activities. The only way to restrain the continuation of the infringing activities is now to disable public access to the Instagram handle identified at Exhibit `C' of the plaint, to give effect to the ad-interim order dated 19th December 2025.

8. In light of the above, the ad interim relief is granted in terms of prayer clause (d), except the bracketed portion. Prayer clause (d) reads as under :

“d. That pending the hearing and final disposal of the Suit, this Hon'ble Court be pleased to direct Defendant No. 2 to take all steps within their power to suspend/ disable public access to /lock the impugned Domain/ Instagram handle identified at **Exhibit "C"** of the Plaint, [and to forthwith take all steps within their power to take down any other handles/domains which use and/or incorporate in any manner whatsoever the Impugned Mark(s) identified at Paragraph 4 r/w Paragraph 3 of the Plaint and/or any other mark and/or name which incorporates the Applicant's SWISSTOURS Mark(s) identified at Paragraph 2 of the Plaint (and/or the prominent / essential feature thereof viz. "swisstours"), upon the Applicant notifying the Defendant No. 2 of such future / further infringing pages/ accounts/ domains/ websites.]”

9. The ad-interim relief granted today is in addition to the ad-interim relief granted on 19th December 2025.

10. Stand over to **8th July 2026**.

11. Ad-interim relief to continue till the next date.

[SHARMILA U. DESHMUKH, J.]