



\$~36

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

+ **CS(COMM) 600/2026**

INDIAMART INTERMESH LIMITED

.....Plaintiff

Through: Mr. Sidharth Chopra, Mr. Nitin Sharma, Ms. Subhoshree Sil, Mr. Yatin Garg, Ms. Harsshita Pothiraj, Advocates and Ms. Gargi Vashishta, A.R.

versus

ASHOK KUMAR & ORS.

.....Defendants

Through: Ms. Kangan Roda, SPC with Mr. Manish Rawat, GP, Ms. Srishti Singh, Ms. Vatsala Shukla and Mr. Mohit Bokoliya, Ms. Apoorva Sharma, Advocate for D-12 and 13.

CORAM:

HON"BLE MS. JUSTICE JYOTI SINGH

ORDER

% **26.05.2026**

I.A. 15123/2026 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

I.A15119/2026 (for pre-institution mediation)

3. This application is filed on behalf of the Plaintiff under Section 12-A of the Commercial Courts Act, 2015 seeking exemption from Pre-Institution Mediation.
4. Having regard to the facts of the present case wherein urgent relief is prayed for and in light of the judgment of Supreme Court in *Yamini Manohar v. T.K.D. Keerthi*, (2024) 5 SCC 815, as also Division Bench of this Court in *Chandra Kishore Chaurasia v. RA Perfumery Works Private*



Ltd., 2022 SCC OnLine Del 3529, exemption is granted to the Plaintiff from Pre-Institution Mediation.

5. Application is allowed and disposed of.

I.A. 15120/2026 (u/S 80 r/w Section 151 CPC)

6. This application is filed on behalf of Plaintiff seeking exemption from issuing advance notice on Defendants No. 9/BSNL, 11/MTNL, 12/DoT and 13/MeitY in terms of Section 80 CPC.

7. For the reasons stated in the application, the same is allowed exempting Plaintiff from effecting advance service on Defendants No. 9/BSNL, 11/MTNL, 12/DoT and 13/MeitY, this application has become infructuous.

8. Application stands disposed of.

I.A. 15121/2026 (u/O XI Rule 1 (4) of Commercial Courts Act, 2015 r/w Section 151 CPC)

9. This application is filed on behalf of the Plaintiff seeking to place on record additional documents within 30 days.

10. Plaintiff, if it wishes to file additional documents at a later stage, shall do so strictly in accordance with the provisions of the Commercial Courts Act, 2015.

11. Application is allowed and disposed of.

I.A. 15122/2026 (u/S 151 CPC)

12. This application is filed on behalf of the Plaintiff seeking exemption from effecting advance service on Defendant No. 1.

13. For the reasons stated in the application, the same is allowed, exempting Plaintiff from effecting advance service on Defendant No. 1.



14. Application stands disposed of.

CS(COMM) 600/2026

15. Let plaint be registered as a suit.

16. Issue summons.

17. Ms. Kangan Roda, learned SPC accepts summons on behalf of Defendants No. 12 and 13.

18. Written statement shall be filed by Defendants No. 12 and 13 within 30 days from today along with affidavits of admission/denial of the documents filed by the Plaintiff.

19. It will be open to the Plaintiff to file replication within 30 days from the date of receipt of written statement along with affidavits of admission/denial of documents filed by Defendants No. 12 and 13.

20. Upon filing of process fee, issue summons to the remaining Defendants through all permissible modes, returnable before the learned Joint Registrar on 23.07.2026.

21. Summons shall state that the written statements shall be filed by the Defendants within 30 days from the receipt of summons along with affidavits of admission/denial of the documents filed by the Plaintiff.

22. It will be open to the Plaintiff to file replications within 30 days from the date of receipt of written statements along with affidavits of admission/denial of documents filed by the Defendants.

23. If any of the parties wish to seek inspection of any documents, the same be sought and given the timeline prescribed in Delhi High Court (Original Side) Rules, 2018.

24. Learned Joint Registrar will carry out admission/denial of documents and marking of exhibits.



I.A. 15118/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)

25. This application is filed on behalf of the Plaintiff under Order XXXIX Rules 1 and 2 read with Section 151 of CPC for grant of *ex parte* ad interim injunction.

26. Issue notice.

27. Ms. Kangan Roda, learned SPC accepts notice on behalf of Defendants No. 12 and 13.

28. Notice be issued to the remaining Defendants through all permissible modes, returnable before Court on 10.09.2026.

29. Case of the Plaintiff as set out in the plaint is that Plaintiff is engaged in integrated electronic business to business (B2B) portal, which provides an internet based marketplace/platform with free and paid listings for various industries/products/services, especially for listing profiles/catalogues of Small and Medium Enterprises (SME) sector, wherein buyers and sellers can interact with each other for fulfilment of their requirements. Plaintiff runs and operates a B2B platform through its website and mobile application, whereby any company or individual can advertise their product and seek buyers for its goods and services. Akin to a print/newspaper/digital platform, wherein people/companies advertise their products for sale to public, Plaintiff operates a website, where products, details of companies and information of sellers are advertised/displayed for the purpose of free access by general public.

30. It is stated that Plaintiff has a business model for both buyers and sellers and its B2B website www.indiamart.com, along with its mobile website and associated mobile application, provide services where any company or individual can advertise its product and seek buyers. Plaintiff



has over 6000 employees located across approximately 72 offices in the country. From its inception in 1996, Plaintiff has become India's first B2B directory and has successfully introduced the concept of free listing and free query forwarding, thereby familiarising India's SMEs with the benefits of internet for business promotion. Plaintiff has over the years gained over 2,22,000 paid clients and initiated several franchisee network programs and established credible presence so as to be considered as India's largest online B2B marketplace and information hub for SMEs.

31. It is stated that through its website www.indiamart.com and mobile application, Plaintiff delivered approximately 458 million business enquiries to listed suppliers in fiscal 2024-2025. Plaintiff received 106 million buyer requests in fiscal 2024-2025, of which 59 percent were repeat buyers, calculated on the basis of past 90 days. Plaintiff's website/domain name is accessible through desktop and mobile-optimized platforms and apps on personal computing and mobile devices. As of 30.03.2026, Plaintiff has 219 million registered buyers, a catalogue of over 124 million products and over 8.6 million registered suppliers. Plaintiff's mobile app has more than 1 crore downloads as of 23.04.2026 on Google Play Store and has received an average rating of 4.8 out of 5.0, which comprises 7.76 lakh reviews. Plaintiff has been awarded many awards such as India's Most Trusted Online B2B Marketplace 2024 by Brand Empower, details of which are furnished in paragraph 24 of the plaint.

32. It is stated that in 2019, Plaintiff company went public and became the first online B2B marketplace to go public. Plaintiff launched its Initial Public Offering (IPO) on 24.06.2019 seeking to raise over Rs. 474 crores at a price band of Rs. 970/- to Rs. 973/- and the same was fully subscribed on




the second day of its launch itself.

33. It is stated that Plaintiff coined and adopted the mark INDIAMART in and around 1996 for use in connection with goods and services falling under various classes and its domain name indiamart.com was registered on 08.03.1996. INDIAMART marks are registered in India in various forms, such as word marks/device marks etc. and details of registrations are as follows:-

NO.	MARK	TYPE	CLAS S	REGISTRATIO N NO.
1	INDIAMART	WORDMARK (CAPITAL)	6	1693946
2	INDIAMART	WORDMARK (CAPITAL)	9	1693949
3	INDIAMART	WORDMARK (CAPITAL)	11	1693951
4	INDIAMART	WORDMARK (CAPITAL)	13	1693953
5	INDIAMART	WORDMARK (CAPITAL)	15	1693955
6	INDIAMART	WORDMARK (CAPITAL)	21	1693961
7	INDIAMART	WORDMARK (CAPITAL)	25	1693965
8	INDIAMART	WORDMARK (CAPITAL)	26	1693966
9	INDIAMART	WORDMARK (CAPITAL)	27	1693967
10	INDIAMART	WORDMARK (CAPITAL)	28	1693968
11	INDIAMART	WORDMARK (CAPITAL)	29	1693969
12	INDIAMART	WORDMARK (CAPITAL)	30	1693970



13	INDIAMART	WORDMARK (CAPITAL)	31	1693971
14	INDIAMART	WORDMARK (CAPITAL)	32	1693972
15	INDIAMART	WORDMARK (CAPITAL)	33	1693973
16	INDIAMART	WORDMARK (CAPITAL)	34	1693974
17	INDIAMART	WORDMARK (CAPITAL)	35	1693975
18	INDIAMART	WORDMARK (CAPITAL)	36	1693976
19	INDIAMART	WORDMARK (CAPITAL)	37	1693977
20	INDIAMART	WORDMARK (CAPITAL)	39	1693979
21	INDIAMART	WORDMARK (CAPITAL)	40	1693980
22	INDIAMART	WORDMARK (CAPITAL)	41	1693981
23	INDIAMART	WORDMARK (CAPITAL)	42	1486285
24		DEVICEMARK	35	1693921
25	Indiamart	WORDMARK (SMALL)	35	2997209
26	Indiamart	WORDMARK (SMALL)	42	2997207



27		DEVICEMARK	42	1693922
28		DEVICEMARK I (Italics)	9	1150935
29	INDIAMART	DEVICEMARK I (Italics)	35	1267627
30	INDIAMART	DEVICEMARK I (Italics)	42	1267628
31		DEVICEMARK II (indiamart with LABEL)	35	1693923
32		DEVICEMARK II (indiamart with LABEL)	42	1693924
33		DEVICEMARK III (indiamart with LOGO)	35	1693925
34		DEVICEMARK III (indiamart with LOGO)	35	1693927
35		DEVICEMARK III (LOGO)	35	1693929
36		DEVICEMARK III (indiamart with LOGO)	35	1693931



37		DEVICEMARK III (indiamart with LOGO)	35	1693933
38		DEVICEMARK III (indiamart.com with LOGO)	35	1693935
39		DEVICEMARK III (indiamart.com with LOGO)	35	1693937
40		DEVICEMARK III (indiamart with LOGO)	42	1693932
41		DEVICEMARK III (indiamart.com with LOGO)	42	1693934
42		DEVICEMARK III (indiamart.com with LOGO)	42	1693936
43		DEVICEMARK III (indiamart.com with LOGO)	42	1693938



44		DEVICEMARK III (indiamart with LOGO)	42	1693928
45		DEVICEMARK III (indiamart with LOGO)	42	1693926
46		DEVICEMARK III (LOGO)	42	1693930
47		DEVICEMARK IV (indiamart.com)	35	1693939
48	INTERMESH	WORDMARK (CAPITAL)	35	1860075
49	INTERMESH	WORDMARK (CAPITAL)	36	1860076

34. It is stated that the registrations are valid and subsisting and being a coined word, INDIAMART is entitled to the highest decree of protection from infringement and/or use by third parties. Plaintiff also has registered domain names incorporating the mark INDIAMART as follows:-

S. No.	Websites
1.	indiamart.com
2.	indiamart.co.in
3.	indiamart.ind.in
4.	indiamart.net.in
5.	indiamart.org.in
6.	paywithindiamart.co.in
7.	paywithindiamart.net
8.	paywithindiamart.com
9.	paywithindiamart.in



10.	indiamart.co.nz
11.	indiamart.co.uk
12.	indiamart.sg
13.	indiamart.jp
14.	indiamartpay.com
15.	indiamart.org.cn
16.	indiamart.com.cn
17.	indiamart.net.cn
18.	indiamart.ph
19.	newindiamart.com
20.	indiamart.com.tw
21.	indiamart.tv
22.	indiamart.net
23.	b2bindiamart.com
24.	myindiamart.com
25.	indiamartpay.in
26.	indiamartpay.co.in
27.	indiamart.at
28.	indiamartb2b.com

35. It is stated that Plaintiff has been continuously using the INDIAMART marks since its inception in 1996 and members of the public associate the mark with the Plaintiff alone. Plaintiff's services under the INDIAMART marks have received commendations and the goodwill and reputation is reflected from the fact that its website www.indiamart.com has secured a global rank of 686, country rank of 71 and category rank of 3 as per 'similarweb', as of April, 2026. Plaintiff has invested substantial resources, time and money in advertising, publicising and promoting the INDIAMART trademarks and the total expenditure from 2015 to 2026 is as



follows:-

Financial Year	INR (in millions)
2014-2015	200.2
2015-2016	294.3
2016-2017	77.62
2017-2018	28.13
2018-2019	20.34
2019-2020	21.34
2020-2021	6
2021-2022	8
2022-2023	20
2023-2024	17
2024-2025	38
2025-2026	266.78

36. It is stated that the astounding reputation of Plaintiff's business is best illustrated by the magnitude of its sales revenue, which for the financial year 2017-2018 stood at Rs. 403.55 crores and revenues have grown steadily as follows:-

Financial Year	INR (in millions)
2014-2015	1728.9
2015-2016	2462.5
2016-2017	3086.29
2017-2018	4035.48
2018-2019	4972.75
2019-2020	6235.13
2020-2021	6650
2021-2022	7508
2022-2023	9388
2023-2024	11,390
2024-2025	13,201



37. It is stated that Plaintiff has adopted unique presentation elements, website layout and graphical user interface and enjoys copyright in the original artistic work under Section 2(c) of the Copyright Act, 1957. These unique elements include arrangement of features available to users such as search bar at the landing page of the website followed by various categories of products, icons created exclusively for its services, search result, which is further detailed in a listing and options provided along with such preview, such as ‘call now’, ‘get better price’ etc. The entire visual presentation of the website is inherently distinctive and its use by rogue websites or third parties without authorization is likely to cause confusion amongst the customers. Screenshot of the distinctive website is as follows:-





detailed in the plaint. Preliminary investigation revealed that Defendant No. 2 i.e., Vercel Inc. operates and manages its business through website and is a third party cloud infrastructure and Platform-as-a-Service (PaaS) provider utilized for hosting, deployment and maintenance of its user website/application. Defendant No. 2 provides a comprehensive ‘Frontend Cloud’ platform and Software-as-a-Service ecosystem designed to facilitate rapid construction, iteration and deployment of websites for third party beneficiaries like Defendant No. 1. By providing Preview Deployment and collaborative staging environments, Defendant No. 2 acts a technical medium through which developers/users build, test and refine digital interfaces prior to public dissemination of their website. Consequently, Defendant No. 2’s services constitute essential developmental infrastructure and automated pipeline, which enables transformation of source code into functional, high-performance web experience delivered to its users/Defendant No. 1. Defendant No. 2 also provides essential backend services, such as managed web hosting, Content Delivery Network (CDN) acceleration, serverless computing functions and automated deployment pipelines. In its capacity as a service provider, Defendant No. 2 may process certain technical data such as IP addresses, access logs and device identifiers.

39. It is stated that Defendant No. 3, ‘GitHub, Inc.’, is a cloud-based development platform that provides comprehensive suite of tools for storing, tracking and collaborating on software code. Defendant No. 3’s core functionality enables developers to host code in repositories and manage revisions through branching and acts as a primary storage environment for user’s source code. Defendant No. 4 i.e., Netlify, Inc., provides similar



services as Defendant No. 2 i.e., a cloud-based PaaS that automates the building, deployment and hosting of applications by directly integrating with customer's source code.

40. It is stated that further investigations revealed that Defendant No. 1 are using platform and services of Defendant No. 3 for storing, sharing and maintaining the source code and templates relating to fake infringing websites and are using services and infrastructure of Defendants No. 2 and 4 for hosting and deploying these websites through which the infringing websites are made public and accessible on internet. They are facilitating and enabling continued dissemination and accessibility of infringing websites by permitting their infrastructure and services to be utilized for perpetuating fraud using Plaintiff's marks as a part of their domain names and website content. Defendant No. 1 has slavishly copied Plaintiff's website layout, look and feel/trade dress as also the GUI. The manner of infringing is demonstrated in paragraph 54 of the plaint.

41. Mr. Chopra, learned counsel for the Plaintiff submits that several complaints have been received from its sellers, which are being duped by Defendant No. 1 impersonating as the Plaintiff. Plaintiff's verified and registered sellers are contacted through emails or messages by the perpetrators by plugging in fake URLs of the INDIAMART fake websites and as soon as the seller clicks on the URL, they are taken to the website which is fake. Thereafter, the user/seller is asked to anchor his/her registered phone number and the person puts the number in the belief that website is genuine. As soon as the phone number is entered, the phone number is copied and entered into the genuine INDIAMART website's seller 'log-in' page to get unauthorized access to a genuine seller's account of



INDIAMART, which then generates requests for ‘Log-In’ OTP and Plaintiff automatically sends the OTP to the registered phone number. In the meanwhile, when the user is asked to fill in the OTP for logging in the fake INDIAMART website, seller provides genuine OTP and as soon as the OTP is entered, perpetrator gets access to genuine 4 digit OTP and a loading page is shown and the website hangs. It is at this stage that the seller understands that the site was fake and on the other hand, perpetrator gets unauthorized access to the account information. Mr. Chopra has taken the Court through various complaints received to demonstrate how innocent people are being duped.

42. Having heard learned counsel for the Plaintiff and upon perusal of the documents, I am of the view that Plaintiff has made out a *prima facie* for grant of *ex parte* ad interim injunction against the Defendants. Balance of convenience lies in favour of the Plaintiff and it is likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

43. Accordingly, till the next date of hearing, Defendant No. 1/John Doe are restrained from operating through fake URLs, WhatsApp accounts, bank accounts using Plaintiff’s marks INDIAMART,



and/or any other



deceptive variants thereof, amounting to infringement of trademarks and/or passing off. Defendant No. 1 are further restrained from using Plaintiff's copyrighted works, including but not limited to the artistic work and literary elements embodied in its INDIAMART website www.indiamart.com and mobile applications including its 'website content', 'mobile application content', 'unique website layout', arrangement/ placement/presentation of features/icons, trade dress of the website, GUI including stylized logo, colour combination and original promotional and advertising content.

44. Defendant No. 2 is directed to suspend/disable/remove/takedown and/or otherwise make inaccessible URLs of infringing websites of Defendant No. 1 identified at Serial Nos. 1-7 of '**Annexure-A**' appended to this order. Defendant No. 4 is directed to suspend/disable/remove/takedown or otherwise make inaccessible URLs of infringing websites of Defendant No. 1 identified at Serial Nos. 8-15 of '**Annexure-A**'. Needful shall be done within 36 hours from the date of receipt of copy of this order.

45. Defendant No. 3 is directed to suspend/disable/remove/takedown and/or otherwise make inaccessible URLs of infringing websites of Defendant No. 1 identified as <https://github.com/ojashendale18200/Smart-Shop-> within 36 hours from the date of receipt of copy of this order. Defendant No. 5/WhatsApp shall block the WhatsApp accounts or WhatsApp groups in connection with mobile numbers identified as '**Annexure-B**' to this order within 36 hours from the date of receipt of copy of this order. Defendant No. 5 shall also disclose the Basic Subscriber Information with respect to these mobile numbers to the Plaintiff within three weeks from today.



46. Defendants No. 2 and 4 shall preserve and retain all records, logs, deployment data, access logs, IP logs, account details, metadata, linked repositories, payment information, device identifiers etc., relating to creation, operation, modification, access, deployment and maintenance of the URLs as mentioned above. Defendants No. 2, 3 and 4 shall provide complete particulars available with them concerning operators/controllers of the aforesaid URLs, including names and account identifiers, registered email addresses and phone numbers, linked GitHub/GitLab/Bitbucket or third-party accounts, IP addresses and login history and connected domains and associated deployments within three weeks from today. Defendants No. 2 and 4 shall not permit reactivation/redeployment of the aforementioned 15 URLs or any other colourable, mirror, alphanumeric, deceptive variants thereof using Plaintiff's INDIAMART marks.

47. Defendant No. 6/Punjab National Bank shall disclose KYC details of bank account holders of bank account bearing No. 073610010001904B with IFSC Code PUNB0073610 within three weeks from today. Defendant No. 8/Bharti Airtel Ltd., shall suspend mobile number +91 8237453681 and disclose the KYC details of the registrant. Defendants No. 7-11 shall block access to the rogue websites identified through URLs 1-15 above as also <https://github.com/ojasbendale18200/Smart-Shop-> within 36 hours from the date of receipt of copy of this order. Defendants No. 12 and 13 shall issue necessary notifications to all TSPs and ISPs, including Defendants No.7-11 to block/delete/remove access to the concerned telephone numbers/websites/domain names/social media accounts/messaging platforms etc., which are subject matter of the present proceedings.



48. Plaintiff shall comply with the provisions of Order XXXIX Rule 3 CPC within a period of two weeks from today.

MAY 26, 2026
S.Sharma

JYOTI SINGH, J



‘Annexure-A’

Sr. No.	URLs
1.	https://requirements-india-mart.vercel.app/
2.	https://india-mart-black.vercel.app
3.	https://product-upload.vercel.app/import/indiamart-products-to-squarespace
4.	https://smart-shop-alpha.vercel.app/
5.	https://martmate.vercel.app/
6.	https://bharatmart-one.vercel.app/
7.	https://india-mart-affiliat.vercel.app/
8.	https://indiamart-clone-masai.netlify.app/
9.	https://idyllic-elf-19b91b.netlify.app/
10.	https://astonishing-smakager-1c8cc9.netlify.app/
11.	https://india-mart-clone.netlify.app/
12.	https://trademart.netlify.app/
13.	https://realindiamart.netlify.app/
14.	https://indiamartcloned.netlify.app/
15.	https://realindiamart.netlify.app/makeup.html



‘Annexure-B’

List of WhatsApp numbers used by Defendant No. 1

1. +44 7391888469
2. +91 8237453681
3. +61 480847458
4. +(786) 400-9197
5. +60 11-6520 7546