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

+ CS(COMM) 616/2026

SIGNATUREGLOBAL (INDIA) LIMITED .....Plaintiff

Through: Ms. Kripa Pandit, Mr. Christopher Thomas and Mr. Bhanu Gupta, Advocates.

versus

ASHOK KUMAR & ORS. ....Defendants

Through: Ms. Deeksha Pokhriyal, Advocate for D-3 and D-4.

**CORAM:**

**HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER**

% **29.05.2026**

**I.A. 15373/2026 (Exemption)**

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

**I.A. 15371/2026 (for pre-institution mediation)**

3. This application is filed on behalf of the Plaintiff under Section 151 CPC read with 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. 15372/2026 (u/O XI Rule 1 (4) Commercial Courts Act, 2015 r/w Section 151 CPC)**

6. This application is filed on behalf of the Plaintiff seeking leave to place on record additional documents.

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

8. Application is disposed of.

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9. Let plaint be registered as a suit.

10. Issue summons.

11. Ms. Deeksha Pokhriyal, learned counsel accepts summons on behalf of Defendants No.3 and 4.

12. Upon filing of process fee, issue summons to the remaining Defendants, through all permissible modes, returnable before the learned Joint Registrar on 24.07.2026.

13. Summons shall state that the written statement shall be filed by remaining Defendants within 30 days from the receipt of summons along with affidavit of admission/denial of the documents filed by the Plaintiff.

14. It will be open to the Plaintiff to file replication within 30 days from receipt of the written statement along with affidavits of admission/denial of documents filed by remaining Defendants.

15. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

16. If any of the parties wish to seek inspection of any documents, the same be done in accordance with Delhi High Court (Original Side) Rules,



2018.

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

**I.A. 15370/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)**

18. This application is filed on behalf of the Plaintiff seeking an interim injunction against the Defendants.

19. Issue notice to the Defendants through all permissible modes, returnable before Court on 30.07.2026.

20. Case of the Plaintiff as set out in the plaint is that Plaintiff is a public limited company and one of India's leading real estate development companies in the affordable and mid-segment housing category. Initially established as a key player in affordable housing, Plaintiff is now broadening its scope by focusing towards premium and mid-housing segment, with strong emphasis on quality execution, value creation, reliability and adherence to global standards. Since its inception in 2014, Plaintiff has delivered over 13.5 million sq. ft. of housing area and has a strong pipeline of approximately 21.6 million sq. ft. of saleable area in upcoming projects, along with 46.38 million sq. ft. of ongoing projects. Plaintiff has launched multiple residential and commercial projects under its reputed brand 'Signature Global'. Plaintiff has built a strong presence in NCR, including Gurugram and Sohna and is known for its timely project delivery and transparent customer service. Plaintiff is registered with RERA and has earned recognition for creating quality, environmentally sustainable developments, certified by EDGE and IGBC. Plaintiff's offerings form an essential part of urban housing infrastructure in India, serving thousands of residents and contributing meaningfully to affordable



urban development.

21. It is stated that Plaintiff was originally incorporated as Ridisha Marketing Private Limited on 28.03.2000 and pursuant to a special resolution passed by its shareholders on 14.02.2022, company was converted into a public limited company and renamed as Signature Global (India) Limited, with a fresh certificate of incorporation issued on 10.03.2022. Company commenced its real estate operations in 2014 through its subsidiary, Signature Builders Private Limited, launching its inaugural project, Solera on 6.13 acres of land in Gurugram, Haryana. Plaintiff's projects are strategically located in Gurugram, Karnal and Ghaziabad, aligning with Government of India's initiatives 'Housing for All' and the 'Smart Cities Mission' by providing quality housing solutions to economically weaker sections and middle-income groups. Plaintiff's developments incorporate sustainable building practices, evidenced by certifications from recognized bodies. Notably, the 'Titanium SPR' project in Sector 71, Gurugram, has received both EDGE (Excellence in Design for Greater Efficiencies) certification as also IGBC (Indian Green Building Council) Gold certification. These certifications reflect Plaintiff's commitment to energy efficiency, water conservation and environmental sustainability in its projects.

22. It is stated that over the years, Plaintiff has received numerous prestigious awards and recognitions, underscoring its excellence and leadership in the real estate sector and these accolades conferred by esteemed national and international institutions reflect company's commitment to quality, sustainability, timely delivery and customer satisfaction. Plaintiff's consistent recognition across various categories,



ranging from affordable housing to green development has significantly enhanced its brand equity and public trust. Some of the awards received by the Plaintiff recently are as follows:-

Year	Awards/Recognition	Awarding Organization
2026	Realty Personality of the Year	Economic Times Realty Conclave & Awards 2026
2026	Iconic Leader of Indian Realty	Realty+ India Brand Leadership (IBL) Awards, 2026
2025	Iconic Leader of the Year	Realty+ Conclave & Excellence Awards 2025
2025	Harit Bharat Business Leader of the Year	Harit Bharat Leadership Summit & Awards
2025	Real Estate Thought Leader of the Year	India Property Awards
2025	Developer of the Year (India)	India Property Awards
2024	Best Developer (India)	Property Guru Asia Property Awards
2024	Best Green Development	Property Guru Asia Property Awards
2024	Harit Bharat Business Leader	Harit Bharat Leadership Summit & Awards
2024	Harit Bharat Projects - Mixed Use	Harit Bharat Leadership Summit & Awards
2024	Haryana Gaurav Award	Haryana Growth Summit & Awards
2024	Affordable Housing Leader of the Year	Khaleej Times & Realty+ UAE-India Real Estate Show

23. It is stated that Plaintiff has garnered significant media attention for its notable achievements and strategic initiatives within the real estate sector. In the fiscal year 2024-25, Plaintiff reported record pre-sales of Rs. 10,290 crores, marking a 42% year-on-year growth, as documented by 'The Economic Times'. This substantial growth was driven by the successful



launch of five new projects, including 'Daxin Vistas' in Sohna, 'Titanium SPR', and 'Twin Tower DXP' in Gurugram. Furthermore, Plaintiff's strategic land acquisitions such as procurement of 48 acres in Gurugram for Rs. 1,070 crores have prominently featured in reputable publications and these developments underscore Plaintiff's robust market presence and its commitment to addressing the housing needs within NCR.

24. It is stated that Plaintiff has a strong and distinctive digital footprint through its official domain [www.signatureglobal.in](http://www.signatureglobal.in) and official social media accounts. These platforms are extensively used for advertising, consumer engagement, project launches and grievance redressal. Plaintiff's digital identity is an extension of its commercial goodwill and forms an integral part of its brand recognition in the eyes of prospective homebuyers and hence, unauthorized registration and use of deceptively similar domain names by third parties adversely impacts the distinctiveness and value of this digital presence. Plaintiff's Signature Global trademarks and related branding elements enjoy significant recognition and goodwill among consumers and industry professionals, as evidenced by their active and verified social media accounts.

25. It is stated that Plaintiff is the registered proprietor of trademarks



SIGNATUREGLOBAL/

. Details of registrations are as


follows:-




Trade Mark	Application No.	Class	User Claimed	Date of Application	Status
SIGNATURE GLOBAL	4566805	36	18.04.2014	13.07.2020	Registered and valid up to 13.07.2030
<i>Class 36: Insurance, financial affairs; monetary affairs, real estate affairs.</i>					
SIGNATURE GLOBAL	4566806	37	18.04.2014	13.07.2020	Registered and valid up to 13.07.2030
<i>Class 37: Building construction, demolition, repair, and installation services, infrastructure development; building construction, repair, maintenance and supervision services relating to (shopping centers, industrial and commercial complexes, office and residential buildings and other real estate developments, apartments, studios, bungalows, villas and cottages housing estates, warehouse and parking structures); services for real estate projects; construction and maintenance of buildings; constructing infrastructure, road, bridges; plastering; painting; plumbing and all other activities included in Class 37</i>					
	2724278	36	18.04.2014	24/04/2014	Registered and valid up to 24.04.2034
<i>Class 36: Insurance, financial affairs; monetary affairs, real estate affairs.</i>					
	5306834	36	12.01.2021	31.01.2022	Registered and valid up to 31.01.2032
<i>Class 36: Insurance, financial affairs; monetary affairs, real estate affairs.</i>					

26. It is stated that the registrations have been renewed from time to time and are valid and subsisting. Hence, by virtue of Section 28 of the Trade Marks Act, 1999 ('1999 Act'), Plaintiff has the exclusive right to use the trademarks as also restrain third parties from infringement. Plaintiff's services in the field of real estate development are widely known, recognized and associated with its distinctive and registered trademarks



SIGNATUREGLOBAL/. Owing to extensive use, consistent project delivery and public visibility through advertising, digital media and Government partnerships, the trademarks

SIGNATUREGLOBAL/ have acquired a distinctive character and serve as source-identifiers for the Plaintiff in minds of the members of the public and potential consumers. The goodwill and reputation of the Plaintiff is evident from substantial revenues and pre-sales under the

marks SIGNATUREGLOBAL/ and its associated brand portfolio. Plaintiff has extensively promoted and advertised its projects under the said trademarks across print, digital and outdoor media. The sales figures from 2020-2021 to 2024-2025 are as follows:-

*(Amounts are in Rs. Million, on consolidated financials basis)*

Financial Year	Sales/ Revenue	Advertisement/ promotional expenses
2020-21	3,505.14	170.29
2021-22	9,012.99	334.81
2022-23	15,535.69	368.86
2023-24	12,405.54	397.55
2024-25 (upto Dec 24)	19,775.87	634.48

27. It is stated that Plaintiff prominently offers and advertises its real estate projects and related services under its registered trademarks



SIGNATUREGLOBAL/ through its official domain name, [www.signatureglobal.in](http://www.signatureglobal.in), wherein 'SIGNATUREGLOBAL' forms an integral part. As per information available on [www.whois.com](http://www.whois.com), Plaintiff registered the aforesaid domain name on 08.01.2014 and is the owner of the said domain name, which continues to be valid and subsisting. The domain receives substantial web traffic from prospective homebuyers, investors and stakeholders seeking information about ongoing and upcoming projects. Furthermore, Plaintiff carries out its formal communications through designated corporate email addresses bearing its domain name for e.g., [xyz@signatureglobal.in](mailto:xyz@signatureglobal.in), thereby reinforcing Plaintiff's brand identity and maintaining secure digital correspondence.

28. It is stated that Plaintiff utilizes its official domain name, [www.signatureglobal.in](http://www.signatureglobal.in), not only to showcase its real estate projects and



services under SIGNATUREGLOBAL/ brand but also as an interactive platform to conduct its business operations. The website



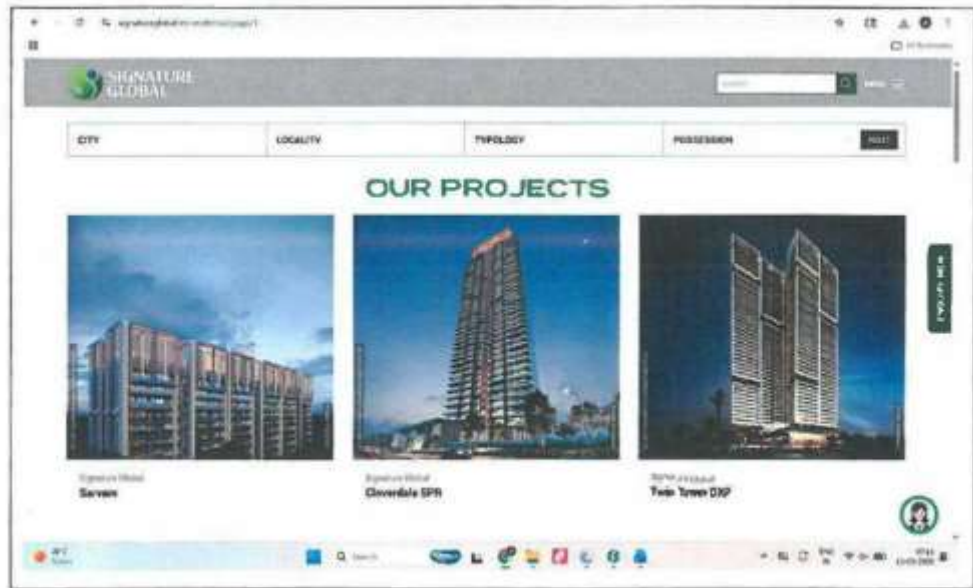
distinctive logo for SIGNATUREGLOBAL/ at the top left corner of the website along with the inquiry form on the right side is unique to Plaintiff's website. Images, photographs and design elements featured on Plaintiff's website constitute original artistic works under Section 2(c) of the Copyright Act, 1957 ('1957 Act') and are integral to Plaintiff's brand identity and are used consistently across its marketing and promotional materials. Screenshots from the website are as follows:-



<https://www.signatureglobal.in/>



<https://www.signatureglobal.in/residential/>



29. It is stated that Plaintiff is the lawful proprietor of trademarks

SIGNATUREGLOBAL/  and their formative marks as also the domain name and holds copyright in the artistic work in the website and logos and has statutory and common law rights to protect their



infringement. Plaintiff has proactively issued public notices to caution the general public against unauthorized individuals and entities misrepresenting themselves as representatives of Plaintiff Company. These disclaimers are also available on the Plaintiff's official website <https://www.signatureglobal.in/disclaimer> and <https://www.signatureglobal.in/advertising-policy>.

30. Learned counsel for the Plaintiff submits that Plaintiff first became aware of the infringing activities of Defendant No. 1 in the last week of April, 2026 during a routine online investigation when it found that Defendant No. 1 is operating impugned websites that are deceptively and confusingly similar, if not identical to Plaintiff's official website i.e. [www.signatureglobal.in](http://www.signatureglobal.in). Defendant No. 1 has not only dishonestly adopted and subsumed Plaintiff's registered trademark 'SIGNATURE GLOBAL' within its domain name, but is also operating multiple fake/clone websites under the name/URL- <https://signatureglobal.live/> and <https://signaturedevelopersgurgaon.in/> through which Defendant No. 1 is misrepresenting itself as Plaintiff Company and offering the same services under the same mark as that of Plaintiff. In addition to the impugned websites, Plaintiff also came across an Instagram page of Defendant No. 1 located at <https://www.instagram.com/signaturefloors2/> wherein Plaintiff's



registered trademark "SIGNATURE GLOBAL/ was being prominently displayed. Further, all the posts on the Instagram page referred to the Plaintiff's existing projects including Cloverdale SPR, Sarvam, Daxin Vistas, Daxin X Factor, Signature Global City 92, 93, 79-B,



37-D, and Plots in Sidhrawali in an attempt to mislead the public into believing that the said Instagram Page is the official social media page of Plaintiff Company or that the Instagram page is in some manner associated with or authorized by the Plaintiff, when in fact no such association or affiliation exists. Plaintiff has also uncovered more infringing domains/URLs/websites under the name/URL <https://signature-global.info/>; <https://signatureglobalproject.in/> and <https://signatureglobalprojects.info/> which are duplicating/ misrepresenting as the Plaintiff and infringing the intellectual property rights of the Plaintiff.

31. It is urged that the modus operandi adopted by Defendant No. 1 appears to be aimed at defrauding innocent customers and prospective buyers of the Plaintiff's real estate projects, by unlawfully circulating and displaying mobile numbers on the impugned websites, falsely portraying itself as being associated with and/or authorized by the Plaintiff by using Plaintiff's registered trademark SIGNATURE



GLOBAL/ on these impugned websites. Owing to such misrepresentation, members of the general public and prospective customers are deceived into believing that the information including the false contact numbers mentioned on the impugned websites belong to the Plaintiff or its authorized representatives and consequently contact Defendant No.1 for inquiries pertaining to price lists, residential projects, plots, apartments, and related services of the Plaintiff. Further, Defendant No.1 under the false pretext of being authorized representative/personnel/agents of the Plaintiff, attempt to induce prospective customers to pay booking amounts/advance



payment and other monetary considerations for the purported booking of residential plots, apartments and residences and by employing such fraudulent and deceitful practices, Defendant No. 1 is unlawfully enriching itself at the expense of innocent members of the public while simultaneously causing grave prejudice, irreparable harm and substantial injury to the reputation, goodwill and business interests of the Plaintiff. The acts of Defendant No. 1 are deliberate, mala fide, dishonest and intended to misrepresent itself as the Plaintiff with the sole objective of exploiting and targeting Plaintiff's customers for unlawful monetary gain. Comparative table of the rival websites is as follows:-



Plaintiff's Official Website - <a href="https://www.signatureglobal.in/">https://www.signatureglobal.in/</a>	Impugned website No.1 - <a href="https://signatureglobal.live/">https://signatureglobal.live/</a>
<ul style="list-style-type: none"> <li>• Identical use and placement of the Plaintiff's registered trade mark </li> <li>• Identical use of the images and representation taken from Plaintiff's 'Blog and Article Webpage' located at URL - <a href="https://www.signatureglobal.in/blog/is-spr-leading-gurgaons-next-big-real-estate-leap">https://www.signatureglobal.in/blog/is-spr-leading-gurgaons-next-big-real-estate-leap</a></li> <li>• Subsuming the Plaintiff's trademark 'SIGNATUREGLOBAL' in its entirety in the Impugned website.</li> </ul>	
<b>'MISREPRESENTING PLAINTIFF'S RESIDENTIAL PROJECTS'</b>	



- The Plaintiff's representation of the residential projects "Titanium SPR" and "Cloverdale SPR" are being blatantly replicated on the Impugned website of Defendant No. 1

Plaintiff's Official Website - <https://www.signatureglobal.in/> - Impugned website No.2 - <https://signaturedevelopersgurgaon.in/>





- Identical use and placement of the Plaintiff's registered trade mark  on the top left corner of the website.
- Use of the artistic work in the Plaintiff's trade mark/ device  on the top left hand corner.

Plaintiff's Official Website - <https://www.signatureglobal.in/> - Impugned website No. 3 - <https://signatureglobalprojects.info>





- *Identical use and placement of the Plaintiff's registered trade mark*  
 **SIGNATURE GLOBAL**  
*on the top left corner of the website.*
- *Use of the artistic work in the Plaintiff's trade mark/ device*  
 **SIGNATURE GLOBAL**  
*on the top left hand corner.*

**'MISREPRESENTING PLAINTIFF'S RESIDENTIAL PROJECTS'**

- *The Plaintiff representation of the residential projects "Titanium SPR", "Cloverdale SPR" and Park 1,2 and 3 extension are being blatantly replicated on the Impugned website of Defendant No. 1.*

<p><b>Plaintiff's Official Website -</b>  <a href="https://www.signatureglobal.in/">https://www.signatureglobal.in/</a></p> 	<p><b>Impugned website No. 4 -</b>  <a href="https://signature-global.info/">https://signature-global.info/</a></p> 
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- *Identical use and placement of the Plaintiff's registered trade mark*  
 **SIGNATURE GLOBAL**  
*on the top left corner of the website.*
- *The Plaintiffs' domain name is subsumed in the Impugned website in its entirety.*

32. 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* case 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.

33. Accordingly, till the next date of hearing, Defendant No.1 and all others acting on his behalf are restrained from registering/operating/owning/hosting/publishing/advertising or in any manner dealing with any websites, domains, sub-domains, URLs, online platforms, landing pages, social media pages, mobile applications or digital listings that incorporate Plaintiff's registered trademarks SIGNATUREGLOBAL/



either as a standalone mark or in combination with any prefix, suffix, misspelt words, transliterations, representations, logos, device marks, domain names, meta-tags, keywords or any visually, structurally, phonetically or deceptively similar variation thereof, amounting to infringement of the trademarks and/or passing off and/or infringement of copyright.

34. Defendants No. 2, 4 and 5 are directed to takedown/block/remove/suspend/delete the impugned websites mentioned in **Annexure-A** to this order within 36 hours from the date of receipt of copy of this order. Defendants No.2, 4 and 5 shall provide available contact details/addresses of persons/entities operating the impugned websites as mentioned in **Annexure-A** to the Plaintiff within three weeks from today and file compliance affidavit within four weeks. Defendant No.6 shall suspend/block the impugned Instagram page at <https://www.instagram.com/signaturefloors2/> within 36 hours from the date of receipt of copy of this order.



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

**MAY 29, 2026/AK**

**JYOTI SINGH, J**



### **Annexure-A**

<b>S.no</b>	<b>Details of Impugned websites</b>	<b>Domain Registrar/ Defendant</b>
1.	<a href="https://signatureglobal.live/">https://signatureglobal.live/</a>	Defendant No. 2 – Hostinger Operations, UAB
2.	<a href="https://signaturedevelopersgurgaon.in/">https://signaturedevelopersgurgaon.in/</a>	Defendant No. 3 and 4 – GoDaddy.com LLC
3.	<a href="https://signatureglobalprojects.info/">https://signatureglobalprojects.info/</a>	Defendant No. 3 and 4 – GoDaddy.com LLC
4.	<a href="https://signature-global.info/">https://signature-global.info/</a>	Defendant No. 2 – Hostinger Operations, UAB
5.	<a href="https://signatureglobalproject.in/">https://signatureglobalproject.in/</a>	Defendant No. 5 - Endurance International Group India Private Limited