

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT (L) NO.20577 OF 2025

Sonu Nigam

...Applicant/
Plaintiff

Versus

Sonu Nigam Singh & Ors.

...Respondents/
Defendants

WITH

INTERIM APPLICATION (L) NO.20631 OF 2025

IN

COMMERCIAL IP SUIT (L) NO.20577 OF 2025

Sonu Nigam

...Applicant/
Plaintiff

Versus

Sonu Nigam Singh & Ors.

...Respondents/
Defendants

WITH

INTERIM APPLICATION (L) NO.23084 OF 2025

IN

COMMERCIAL IP SUIT (L) NO.20577 OF 2025

Sonu Nigam

...Applicant/
Plaintiff

Versus

Sonu Nigam Singh & Ors.

...Respondents/
Defendants

Mr. Chandrajit Das a/w. Mr. P. R. Hariharan i/b. Parinam Law Associates, for the Applicant.

Mr. Ashutosh J. Dubey, Mr. Gaurav Lele and Ms. Malavi Katkar, for the Respondent No.1/Defendant No.1.

Mr. Sonu Nigam Singh (through Video Conferencing), Defendant No.1.

Mr. Ayush Tiwari i/b. Mr. Shekhar Bhagat, for Defendant No.2.

CORAM: MADHAV J. JAMDAR, J.

DATED : 13th AUGUST 2026

P. C.:

1. Both the learned Counsel appearing for the Plaintiff and Defendant No.1 state that the Plaintiff and Defendant No.1 have settled the dispute.

2. This Suit is filed against the Defendants inter alia seeking a permanent injunction restraining Defendant No.1 and all associated persons or entities from violating the Plaintiff's Personality and Publicity Rights by using the name "Sonu Nigam", his image, likeness, or any attributes of his personality, in any form or media, without authorization, to prevent Defendant No.1 from misrepresenting or passing off his account or services as those of, or endorse by, the Plaintiff by using similar identifiers or imagery. Defendant No.2 is made a party for effective implementation of any orders that may be passed by this Court. The Plaintiff further

seeks to protect his Personality Rights by restraining Defendant No.3 from re-creating, re-publishing, uploading, re-uploading, circulating, recirculating, reproducing the impugned posts, or any of them, and/or any post by the Defendant No.1.

3. At the outset, learned Counsel appearing for the Plaintiff states that by the ad-interim order dated 11th July 2025, the Defendant No.1, by himself and/or any person/entity claiming through him are restrained from using the impugned display name/account name “Sonu Nigam” *per se* on social media platforms. The said interim order is operating till date.

4. Learned Counsel appearing for the Plaintiff and learned Counsel appearing for Respondent Nos.1 and 2 state that the said order has been implemented. Learned Counsel for the Plaintiff and learned Counsel appearing for Defendant No.1 state that the Plaintiff and Defendant No.1 have settled the dispute in terms of the Consent Terms and accordingly, tendered the Consent Terms. The Consent Terms are signed by Ms. Saira Dawood Makani, Power of Attorney Holder of the Plaintiff and Defendant No.1. The Constituted Attorney of the Plaintiff- Ms. Saira Dawood Makani is

personally present in Court and Defendant No.1 is present through Video Conferencing. Both of them state that the Plaintiff and Defendant No.1 have settled the dispute in terms of the Consent Terms and they have signed the Consent Terms.

5. Accordingly, the Consent Terms are taken on record and marked 'X' for identification. The said Consent Terms read as under:

CONSENT TERMS BETWEEN THE PLAINTIFF AND DEFENDANT NO. 1

- 1) The Plaintiff has filed the present suit *inter alia* against Defendant No. 1 and others seeking an order of permanent injunction restraining Defendant No. 1 and all persons/entities claiming through him from violating the Plaintiff's Personality rights and Publicity Rights (as defined the captioned Suit) by utilising and/or in any manner exploiting and/or misappropriating the Plaintiff's Personality rights and/or Publicity rights by using the impugned username/handle name "Sonu Nigam" on Defendant No. 2's platform X and/or the Plaintiff's name "Sonu Nigam" per se and/or his photograph, image, likeness or any attributes of his personality, in any form or media, without authorisation of the Plaintiff. Plaintiff and Defendant No. 1 are hereinafter collectively referred to as ("**Parties**").
- 2) The Plaintiff has also filed an Interim Application (L) No. 20631 of 2025 ("**First IA**") in the captioned Suit for certain ad-interim and interim reliefs

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pending the hearing and disposal of the captioned Suit. After hearing the Plaintiff's advocates, this Hon'ble Court was pleased to pass an ex parte ad-interim order on 11th July 2025 ("**Interim Order**") restraining Defendant No. 1 from misappropriating the name 'Sonu Nigam' in the following terms:

"Pending the hearing and final disposal of this Suit, the Defendant No. 1, by himself and / or any person / entity claiming through him are restrained from using the impugned display name / account name "Sonu Nigam" per se on social media platforms."

- 3) Subsequently, owing to Defendant No. 1's non-compliance of the Interim Order, the Plaintiff preferred another Interim Application (L) No. 23084 of 2025 ("**Second IA**") seeking immediate compliance of the Interim Order. However, soon thereafter, the Defendant No. 1 complied with the Interim Order, hence the Plaintiff did not press for reliefs under the Second IA. Both the First IA and Second IA are jointly referred to as ("**said Applications**" wherever applicable).
- 4) The Interim Order has been extended by this Hon'ble Court from time to time vide orders dated 4th August 2025, 21st August 2025, 23rd September 2025, 10th November 2025, 1st December 2025, 15th December 2025, 6th January 2026, 27th January 2026, 3rd February 2026, 10th February 2026, 17th February 2026, 10th March 2026, 24th March 2026, 20th April 2026 and 5th May 2026. The Parties acknowledge that as on the date hereof, the Interim Order is subsisting.

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5) During the pendency of the captioned Suit, the Defendant No. 1 through his advocate approached the Plaintiff's advocate and indicated that his client was desirous of amicably settling the dispute. In that regard, pursuant to mutual discussions, the Parties have agreed to amicably settle all disputes that are the subject matter of the captioned Suit on the terms and conditions enumerated hereinbelow.

6) It is now unconditionally and irrevocably agreed, confirmed, accepted and acknowledged by and between the Parties to the present Consent Terms as under:

A. The recitals hereinabove shall form an integral part of these Consent Terms.

B. Defendant No. 1 hereby represents, warrants, covenants and/or undertakes as follows:

- a. That he is the manager / owner / operator of the impugned account which is the subject matter of the captioned Suit having handle '@SonuNigamSingh' and username 'Sonu'.
- b. That he will now and in perpetuity, by himself and/or his partners/ proprietors, agents, servants, subordinates, representatives, affiliates, agents, licensees, assigns, predecessors and / or all persons / entity claiming through him, refrain from violating the Personality Rights and / or Publicity Rights of the Plaintiff by

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utilizing and/or in any manner, directly or indirectly, using or exploiting or misappropriating the Plaintiff's Personality Rights and / or Publicity rights by using the (i) impugned username/ handle name "Sonu Nigam" per se on 'X' and / or (ii) Plaintiff's photograph, image or likeness, and / or (iii) any other attributes of Plaintiff's personality in any form including his name "Sonu Nigam", which are exclusively identifiable with the Plaintiff for any commercial and/or personal gain and/or otherwise by exploiting them in any manner whatsoever, without the Plaintiff's consent and/or authorization, including but not limited to, through the use of any technology including but not limited to unauthorized use of the Plaintiff's name or image or photograph or likeness or any of the Plaintiff's other personality traits in any form or media, including social media platforms, online platforms, publications, advertisements, promotional materials, or any other commercial endeavour;

- c. That he will now and in perpetuity, by himself and/or his partners/ proprietors, agents, servants, subordinates, representatives, affiliates, agents, licensees, assigns, predecessors and / or all persons / entity claiming through him, refrain from passing off his impugned account/services including those which are the subject matter of the present Suit, as those emanating/ being endorsed by the Plaintiff by using the (i) impugned username/ handle name

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"Sonu Nigam" per se on 'X' and / or (ii) Plaintiff's photograph, name "Sonu Nigam" or likeness, image or likeness, and / or (iii) any another personality traits of the Plaintiff for any commercial and / or personal gain and / or by otherwise exploiting them in any manner whatsoever;

- d. That he shall use and operate the impugned account which is the subject matter of the captioned Suit bearing the handle "@SonuNigamSingh", provided he undertakes to remain in compliance with the undertaking provided in paragraphs (b) and (c) hereinabove;
- e. That he has taken down/removed all posts which were the subject matter of the Suit including those identified in the Complaint and other posts of a similar / like nature.

C. It is further clarified that subject to the undertakings provided by the Defendant No. 1 and the terms contained herein, there shall not be any impediment on the Defendant No. 1 from using his full legal name "Sonu Nigam" in his personal identity documents. However, the Defendant No. 1 specifically undertakes that he shall not use the Plaintiff's name "Sonu Nigam" per se in any form and/or manner which will amount to utilizing and/or in any manner, directly or indirectly, using or exploiting or misappropriating the Plaintiff's name and/or Personality or Publicity rights.

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- D. In consideration of the undertakings/ representations/ warranties provided by Defendant No. 1, the Plaintiff hereby undertakes and agrees to withdraw the captioned Suit (including all Applications filed thereunder) and upon execution of these Consent Terms, the Plaintiff shall, within 7 (seven) days from the Effective Date hereof, take necessary steps to file these Consent terms before this Hon'ble Court and request for the captioned Suit to be disposed of in terms of these Consent Terms.
- E. The Parties agree that upon such disposal, all allegations, averments, claims, contentions and submissions contained in the captioned Suit and any application/replies filed thereunder as well as any allegations, whether oral or written including through letters, notices and emails issued by them from time to time, whether directly or through an advocate or filed with any government or regulatory or judicial authority or body, shall stand withdrawn. The execution of and filing of these Consent Terms shall result in a full and final settlement between the Parties of their *inter se* disputes and neither party shall make any further claims/ allegations against the other, subject to compliance of the terms herein.
- F. The Parties hereby agree to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as

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may be necessary or desirable to implement and/or give effect to these Consent Terms.

G. These Consent Terms constitute the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes any prior oral or written agreements and/or any email relating to the subject matter of these Consent Terms and merges all discussions and negotiations among them.

- 7) No failure or delay on part of any party to exercise any right hereunder shall operate as a waiver of such right. Any waiver of any condition or covenant or any amendment to these Consent Terms by the Parties shall not be valid unless in writing.
- 8) These Consent Terms shall be binding upon the parties and anyone claiming through or under them, including but not limited to their agents, servants, representatives, employees, officers, directors, parents, subsidiaries, affiliates, franchisees, successors, and assigns.
- 9) These Consent Terms may be executed in 3 (three) counterparts and each of such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.
- 10) The Parties agree that any breach by Defendant No. 1 of the terms and conditions, representations and covenants contained in these Consent Terms shall entitle the Plaintiff to pursue any/all appropriate remedies in accordance

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with law including but not limited to revival of the captioned Suit and/or enforcement of these Consent Terms, as may be available to him.

11) The Parties hereby agree, confirm and declare before this Hon'ble Court that they are signing the present Consent Terms based on their own wisdom, free will, consent in a bid to amicably settle the disputes between them and that they have not been subjected to any force, undue influence, coercion or pressure by any party whatsoever.

12) Each party to these Consent Terms shall bear his own legal costs.

This 13th day of August ~~May~~ 2026 ("Effective Date")

Sonam
For **Sonu Kumar Nigam**
Plaintiff
(Power of Attorney holder)
Sonu Nigam
Sonu Nigam Singh
Defendant No.1

Adhar
Advocate for the Plaintiff

an
Advocate for the Defendant No.1

6. Various statements made in the Consent Terms are accepted as undertakings given to this Court.

7. Accordingly, the Commercial IP Suit is decreed in terms of the Consent Terms.

8. In view of the disposal of the Commercial IP Suit, nothing survives in the Interim Applications and the same are also disposed of.

9. The refund of the Court fees is permitted as per the Rules.

[MADHAV J. JAMDAR, J.]

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