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

\# **CNR No. DLHC010359712026**

\+ CS(COMM) 848/2026

IDFC FIRST BANK LIMITED .....Plaintiff

Through: Ms. Jagriti Ahuja and Ms. Tanya Bajla, Advocates.

versus

SETTLEMENT GURU AND ORS .....Defendants

Through:

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

<u>O R D E R</u>

% **24.08.2026**

<u>I.A. 23209/2026</u>

1. This application is filed on behalf of the Plaintiff under Order VI Rule 17 CPC for amendment of plaint to the extent sought in the application.

2. Considering that the suit is at the threshold stage and the application only seeks to incorporate the details of the registered mark of the Plaintiff along with the documents, the application is allowed and disposed of.

3. Amended plaint is taken on record.

<u>I.A. 21145/2026</u> <u>*(u/O XI Rule 1 (4) r/w Section 151 CPC)*</u>

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

5. 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.

6. Application is allowed and disposed of.

<u>I.A. 21146/2026</u> *<u>(for pre-institution mediation)</u>*

7. This application is filed on behalf of the Plaintiff under Section 12-A of the Commercial Courts Act, 2015 read with Section 151 CPC seeking exemption from Pre-Institution Mediation.

8. 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.

9. Application is allowed and disposed of.

<u>I.A. 21147/2026</u> *<u>(u/S 151 CPC)</u>*

10. This application is filed on behalf of the Plaintiff seeking exemption from advance service to the Defendants.

11. For the reasons stated in the application, the same is allowed exempting the Plaintiff from effecting advance service on the Defendants.

12. Application stands disposed of.

<u>I.A. 22680/2026</u> *<u>(u/O XI Rule 1 (4) r/w Section 151 CPC)</u>*

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

14. 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.

15. Application is allowed and disposed of.

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16. Let plaint be registered as a suit.

17. Issue summons to the Defendants through all permissible modes, returnable before the learned Joint Registrar on 25.09.2026.

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

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

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

21. Learned Joint Registrar shall carry out admission/denial of documents and marking of exhibits.

I.A. 21144/2026 *(u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)*

22. 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.

23. Issue notice to the Defendants through all permissible modes, returnable before Court on 18.01.2027.

24. Case of the Plaintiff as set out in the plaint is that Plaintiff is a Scheduled Commercial Bank and a corporate entity. Plaintiff is the successor entity after amalgamation of IDFC Bank with Capital First Limited & Capital First Home Finance Limited and is engaged *inter alia* in the business of banking and finance as permissible under the Banking Regulation Act, 1949 and its operations are subject to the guidelines promulgated by the Reserve Bank of India ('RBI') from time to time. In its

capacity as a leading banking institution, Plaintiff has invested substantial resources in building its brand, goodwill and reputation over several years and serves millions of customers across India, providing a wide array of financial products and services and its reputation for integrity, ethical conduct and customer service is paramount to its operations.

25. It is stated that Plaintiff is the registered proprietor of the trademark bearing trademark no. 4132793, registered on 29.03.2019 as also other marks such as 'IDFC First', 'IDFC', 'IDFC First', 'IDFC Bank' and 'IDFC First Bank'. The marks are exclusively associated with the Plaintiff and its services in the minds of the public and have acquired secondary meaning, signifying the source and quality of services originating exclusively from the Plaintiff. In the course of its official business, Plaintiff uses a distinctive and unique letter head, which prominently features Plaintiff's trademarks, specific colour scheme, layout and design and the letter head being a symbol of authenticity, is used exclusively by Plaintiff's authorised officials for official communications. Plaintiff has applied for registration of the word mark 'IDFC First Bank' vide Form TMA with temporary reference No. 12212995 dated 09.04.2025, the status of which as on 21.08.2026 is 'mark for exam'.

26. It is stated that Plaintiff has a diversified lending portfolio across retail, SMEs and commercial customers with significant presence in both urban and rural India and since 2018, has been engaged in the business of providing lending facilities post its merger, including loan books of IDFC Limited, which were transferred to IDFC Bank in 2016. As on 31.03.2026, Plaintiff had a net worth of approximately Rs.47,352 crores and is rated

‘AA+’ by leading credit rating agencies including CRISIL, ICRA and CARE etc. and has a balance sheet size of approximately Rs.3,99,780 crores, having serviced more than 5 crore customers through 1,147 branches. Plaintiff also has an International Banking Unit at GIFT City, Gandhinagar.

27. It is stated that Plaintiff has a strong nationwide presence and is a part of Bank Nifty, MSCI and FTSE4Good indexes and has been the recipient of several awards and accolades including *inter alia* ‘Excellence in BFSI’, ‘Best Payment & Collections Solutions’ in 2018-2021; ‘Best Mobile Banking App’, ‘Indias Leading Private Bank (Mid)’, ‘Banker of the Year’ in 2022-2024; and ‘Best Private Sector Bank’, ‘Forbes- World’s Best Banks’, ‘Best Innovation in Retail Banking’ and ‘Triple A Treasury Award’ in 2025-2026. Details of the awards and recognitions received by Plaintiff from 2018 to 2025 and part of the year 2026 are furnished in paragraph 11 of the plaint.

28. It is stated that Plaintiff has been and is providing loans to millions of customers/borrowers all across India and for granting loans, Plaintiff enters into and executes legally binding Loan Agreements with its customers/ borrowers, under which the customer/borrower is bound to repay the loan along with applicable interest within a fixed time period and such loans are serviced through payment of regular equated monthly instalments (EMIs), the frequency and amount whereof is specified and agreed to by the customer/borrower in the Loan Agreements. Customers/borrowers approach the Plaintiff for loans as per their own requirements and the tenure of the loan facility and the interest to be paid and the mode and manner of repayment is mutually agreed between the parties and reduced into writing and in order to facilitate timely recovery of loans, every banking and

financial institution is permitted to engage recovery agents who assist the banks and financial institutions to engage with the customers/borrowers for timely repayment of EMIs, which is the fulcrum of the banking and financial system. RBI regulates the entire banking system in the country and has issued the Reserve Bank of India (Commercial Banks - Responsible Business Conduct) Directions, 2025 to regulate loan recoveries.

29. It is stated that Defendants No. 1 to 5 are individuals and/or entities, who operate and control various social media channels, pages and handles under the names 'Settlement Guru', 'AHK Tips', 'Expert Loan Settlement Advice', 'Kunal Kumar Tutorial' and 'Loan Wala Bishu', across diverse online platforms including those operated by Defendants No. 7 and 8. Defendants No. 1 to 5 are engaged in the unauthorised business of purporting to provide so-called 'loan settlement' services to the public at large, including the customers and borrowers of Plaintiff, thereby inducing defaults and misrepresenting their capacity to interfere with binding loan contracts. Defendant No. 6 has been arrayed as John Doe. Defendants No. 7 and 8 are social media intermediaries and/or web hosting service providers who furnish the platforms upon which Defendants No. 1 to 6 disseminate their unauthorised, deceptive and infringing content and are impleaded to secure compliance of judicial directions. Defendant No. 9 is Ministry of Electronics and Information Technology, impleaded for effective implementation of court orders by issuing directions to Internet Service Providers to block access to the impugned URLs/weblinks.

30. It is stated that Defendants No. 1 to 6 are engaged in a concerted campaign to unlawfully interfere with the legitimate business operations of Plaintiff, injuring its hard-earned reputation and infringe its valuable

registered trademarks for their unlawful commercial gains and the primary *modus operandi* of the aforementioned Defendants involves tortiously interfering with the contractual relationship between Plaintiff and its vast customer base. Defendants No. 1 to 6, through their various social media handles and online platforms, are actively inducing, misleading and manipulating the customers/borrowers of Plaintiff as well as the public at large to commit deliberate breaches of their legally binding Loan Agreements with Plaintiff. Defendants are disseminating false, fraudulent and deceptive representations calculated to entice borrowers into believing that repayment of their equated monthly instalments or other outstanding dues is unnecessary and that they may instead default and subsequently negotiate settlements with Plaintiff for amounts much lesser than their contractual obligations, which conduct is not only unlawful and *mala fide* but is also designed to erode public confidence in the banking system and cause wrongful loss to Plaintiff.

31. It is stated that Plaintiff has never authorised, appointed or engaged Defendant No. 1 or any of the other Defendant in any capacity whatsoever to act as its agent, representative or negotiator for loan settlements or for any other purpose and any representation to the contrary made by Defendants No. 1 to 6 is false, fraudulent and illegal. Loan settlements and compromise frameworks are strictly regulated and governed by comprehensive statutory Rules, Regulations and Master Circulars issued by RBI from time to time and any legitimate and permissible settlement process involves structured, institutionalized risk criteria and direct official communication between the bank and the borrower and cannot be processed or guaranteed through unauthorised commercial third parties who charge illegal processing fees.

32. It is stated that in furtherance of their unlawful scheme and with the intent of creating leverage for their purported business, Defendants No. 1 to 6 routinely upload numerous telephonic call recordings on their social media handles, falsely portraying them as authentic conversations between representatives of the Plaintiff and its borrowers. Such unauthorised publications are calculated to distort the lawful operations of Plaintiff, undermine the regulatory compliance expected of a regulated entity and deceptively suggest that Plaintiff engages in practices contrary to its statutory obligations, thereby eroding public confidence and causing wrongful loss and irreparable injury to the goodwill and institutional integrity of Plaintiff. Through these recordings, a deliberately false and misleading impression is projected to the public at large that the recovery measures of Plaintiff include browbeating conduct, use of abusive and unparliamentary language and threats and harassment of customers for recovery of outstanding dues, which portrayal is designed to evoke public sympathy for the borrowers and generate hostility towards the Plaintiff. These call recordings are entirely stage managed by Defendants No. 1 to 6, or persons acting at their behest, who impersonate customers or their friends/relatives and deliberately provoke an aggressive dialogue with the person on the other end of the line, often a legitimate recovery agent. The recordings are selectively edited, taken out of context and published with a malicious narrative to tarnish the goodwill and reputation of Plaintiff in the eyes of its millions of customers and the general public.

33. It is stated that Defendant No. 1 is inducing Plaintiff's customers/ borrowers to breach their lawfully executed contracts with the Plaintiff and is thereby unlawfully interfering in its business, which inducement is made

by putting false and misleading information on its platform in the following manner: (a) call recordings between a customer/borrower and a purported loan recovery agent, alleged to be that of Plaintiff; (b) one-time settlement letters, alleged to be executed between Plaintiff and its customer/borrower; and (c) reels/stories wherein Defendant No. 1 falsely represents that Plaintiff is harassing customers/borrowers through its loan recovery agents and implores that the customers/borrowers of Plaintiff should approach Defendants No. 1 to 6 to settle their loans at a claimed discount of 70% to 80% of the actual outstanding loan amount.

34. It is stated that Defendants No. 1 to 6 are blatantly infringing Plaintiff's registered marks by prominently using the trademarks, including 'IDFC First' in their videos, posts, promotional material and even in the titles and descriptions of their social media channels, which unauthorised use is a direct violation of Plaintiff's Intellectual Property Rights. Defendants also display purported one-time settlement letters which they falsely claim to have procured from Plaintiff for its borrowers and by displaying such documents bearing the marks of the Plaintiff, they create a false association with Plaintiff and mislead the public into believing that their unlawful services are somehow recognised, endorsed or facilitated by Plaintiff, thereby passing off their fraudulent services as being connected with or approved by Plaintiff. Screenshots of the settlement letters posted by Defendant No. 1 on YouTube are furnished in paragraph 33 of the plaint. Plaintiff has identified numerous URLs/weblinks containing such infringing and illegal content, which is false, malicious and illegal and infringes Plaintiff's Intellectual Property Rights by misusing Plaintiff's proprietary information.

35. It is stated that illustratively, in the video link hosted at https://www.youtube.com/@dtsadvice/search?query=idfc, one of the Defendants is operating the handle 'DTS Advice', prominently using Plaintiff's registered trademark 'IDFC FIRST' in the video description, tags and title and this amounts to infringement under Section 29 of the Trade Marks Act, 1999 ('1999 Act') and is designed to capture the search algorithms of users looking for information regarding the Plaintiff, thereby diverting legitimate web traffic to its illegal portal. In the said video, the speaker explicitly misguides the public at large by making an open declaration that borrowers who have availed loans from Plaintiff are under no legal or moral obligation to pay their regular equated monthly instalments, if they face financial distress and actively exhorts viewers to cease communication with Plaintiff, block the official contact numbers of Plaintiff and deliberately default on their financial obligations as also promises that a default is the only strategic pathway to achieve an illicit 'haircut' or financial settlement. Defendant has published a highly edited, unauthenticated and staged audio recording wrapped in a sensationalist video format with the title and graphic overlays of the video prominently displaying Plaintiff's corporate name and said video projects an entirely false, unverified narrative that Plaintiff's legitimate recovery personnel engage in criminal intimidation, use vulgar/unparliamentary language, and violate the privacy rights of consumers.

36. It is stated that the content hosted at https://youtube.com/shorts/nNpetCEVfK8?si=Ygzh5IkJEOIQSHu1 includes an audio track which is entirely unverified and deliberately stripped of context, wherein Defendants or their associates are intentionally provoking an aggressive exchange to

generate controversial content for viral reach and by circulating this fabricated dialogue to millions of subscribers, Defendants have caused grave, continuous and irreparable harm to the Plaintiff's hard-earned market reputation, goodwill and corporate image. In another content hosted at https://youtube.com/shorts/IeDQ-zy_CAE?si=1-p-hJzZcjUKxLB0, Defendant 'AHK' has committed blatant trademark infringement and passing off by unauthorizedly physically displaying a purported 'One-Time Settlement Letter' bearing the exact corporate logo, stylized font and proprietary trademark formatting as that of the Plaintiff. The depiction of the alleged settlement letter is a deceptive marketing device designed to mislead unsuspecting and vulnerable borrowers into believing that Defendants have a formal corporate tie-up, institutional arrangement or a legally recognised mechanism to negotiate and force settlements with Plaintiff, constituting a classic case of passing off where Defendants are riding on the coat-tails of the established brand equity of Plaintiff to legitimize their own unauthorised and fraudulent operations. URLs set out in Schedule 'A' to the plaint are merely illustrative examples of the pervasive and continuous nature of the unlawful activities of Defendants and Plaintiff apprehends that numerous other similar contents are being created and disseminated, requiring a comprehensive injunction.

37. Learned counsel for the Plaintiff submits that Plaintiff is a Scheduled Commercial Bank of considerable goodwill and registered proprietor of 'IDFC First' and formative marks. Defendants No. 1 to 6 unauthorisedly, hold themselves out as those procuring settlements of loans advanced by the Plaintiff, using its registered marks and letter heads, which amounts to infringement under Section 29 of 1999 Act as also passing off. Defendants'

staged and selectively edited call recordings are calculated to convey that Plaintiff resorts to coercive recovery practices, when recovery is closely regulated by RBI guidelines. Defendants No.1 to 6 are exploiting the viral algorithms of Defendants No. 7 and 8 to route distressed persons to private messaging links and charge exorbitant unregulated ‘consultation’ or ‘retaining’ fees on a false promise of absolving them from loan liabilities. These publications also offend provisions under the Information Technology Act, 2000 read with the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and thus Defendants No. 7 and 8 are bound to remove unlawful content. Every day, the videos remain accessible and fresh borrowers are being exposed, causing a measurable rise in Plaintiff’s non-performing assets, disrupting recovery channels as also causing injury to Plaintiff’s goodwill and reputation.

38. Having heard learned counsel for the Plaintiff, 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 Plaintiff and it is likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

39. Plaintiff is a Scheduled Commercial Bank within the meaning of Section 2(e) of the Reserve Bank of India Act, 1934 and is the registered proprietor of the trademark and its formative marks incorporating the words ‘IDFC’ or ‘IDFC First’, as their essential and prominent features. As averred, Plaintiff operates 1,147 branches and has serviced more than 5 crore customers as on 31.03.2026, which *prima facie* demonstrates that Plaintiff has built substantial goodwill and reputation in

the banking sector and Plaintiff's registered marks are associated exclusively with the Plaintiff. *Prima facie*, Defendants No. 1 to 6, none of whom have any authorisation from or appointment or engagement with the Plaintiff in any capacity, are operating social media channels and handles on platforms provided by Defendants No. 7 and 8, whereon they publicly hold out that they are in a position to procure settlements of loans sanctioned and advanced by Plaintiff at a steep discount compared to contractual instalments and interest. To further their illegal pursuits, Defendants No. 1 to 6 are prominently displaying the registered IDFC FIRST Bank mark in the titles, descriptions, tags and graphic overlays of their videos and are also exhibiting purported one-time settlement letters carrying the corporate logo, stylized font and letter heads of the Plaintiff. Such use of the registered marks of the Plaintiff in the course of trade in relation to services closely allied to banking, is likely to lead members of the public to believe that the services offered by Defendants No.1 to 6 are authorised or sponsored by or otherwise connected with Plaintiff and *prima facie* infringes Plaintiff's registered marks.

40. Continued availability of the impugned content on the platforms provided by Defendants No. 7 and 8 is bound to cause escalating and continuing injury to the goodwill and reputation of the Plaintiff, the extent whereof is incapable of being computed in monetary terms, since it entails erosion of public trust, dissuasion of prospective borrowers and a consequent impact on the asset quality of Plaintiff. Accordingly, till the next date of hearing:-

(a) Defendants No. 1 to 6 and all others acting on their behalf are restrained from interfering in the business of the Plaintiff by inducing, inciting and misleading the customers/borrowers of the Plaintiff company, in any manner whatsoever, to deliberately breach the terms of their executed contracts i.e. Loan Agreements with the Plaintiff, by using Plaintiff's registered mark IDFC FIRST Bank and/or any mark deceptively similar thereto, in any manner whatsoever, including in their videos, posts, promotional materials, social media handles or any other content, amounting to infringement of Plaintiff's registered trademarks and/or passing off; and

(b) Defendants No. 1 to 6 including John Doe are directed to take down/remove the impugned URLs/weblinks mentioned in **Annexure-A** to this order, within 36 hours from the date of receipt of copy of this order. In case Defendants No. 1 to 6 do not do as directed, intimation shall be given by the Plaintiff to Defendant No.8/Google LLC, which shall lock and suspend the said URLs within 36 hours from the day of receipt of intimation and compliance affidavit shall be filed within 6 weeks from today.

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

JYOTI SINGH, J

AUGUST 24, 2026
S.Sharma

ANNEXURE-A

SCHEDULE A

LIST OF IMPUGNED URLS/WEBLINKS

https://youtube.com/shorts/nNpetCEVfK8?si=Ygzh5IkJEOIQSHu1

https://youtube.com/shorts/IeDQ-zy_CAE?si=1-p-hJzZcjUKxLB0

IDFC Loan Settlement Guide 2026 - Reduce Debt Legally | CredSettle

https://youtube.com/@ahktips?si=jBfIrYN9jCbNFPdh

https://www.youtube.com/@AtulJondhale

https://www.youtube.com/watch?v=lDkjIXRozp0

https://youtube.com/@mveerdebtsolutions?si=uLTBzwO91RWJoPgj

https://www.youtube.com/@dtsadvice/search?query=idfc

https://www.youtube.com/watch?v=eDTHp5VjUD0

https://youtube.com/@financestep?si=gKjgtHMtcgrR12k_

https://www.youtube.com/watch?v=7fXKXAZhCr8