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

CNR No. DLHC010427842026

+ **CS(COMM) 989/2026**

SPORTA TECHNOLOGIES PVT. LTD.

.....Plaintiff

Through: Ms. Shwetasree Majumder, Mr.
Prithvi Singh, Mr. Rohan Krishna Seth, Mr.
Prithvi Gulati and Mr. Ritwik Marwaha,
Advocates.

versus

JOHN DOE AND ORS.

.....Defendants

Through:

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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10.09.2026

I.A. 24824/2026 (Exemption)

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

I.A.24820/2026(for pre-institution mediation)

3. This application is filed on behalf of the Plaintiff under Section 151 CPC read with Section 12A 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.

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5. Application is allowed and disposed of.

I.A. 24821/2026(u/S 149 CPC r/w Section 151 CPC)

6. This application is filed on behalf of the Plaintiff seeking extension of time by two weeks to file court fee.

7. For the reasons stated in the application, the same is allowed granting two weeks to the Plaintiff to file requisite court fee.

8. Application is disposed of.

I.A. 24822/2026 (u/S 151 CPC)

9. This application is filed on behalf of the Plaintiff seeking exemption from effecting advance service on Defendants No. 1 to 5.

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

11. Application stands disposed of.

I.A. 24823/2026(u/O XI Rule 1 (4) r/w Section 151 CPC)

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

13. 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.

14. Application is allowed and disposed of.

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15. Let plaint be registered as a suit.

16. Issue summons to the Defendants through all permissible modes, returnable before the learned Joint Registrar on 01.10.2026.

17. Summons shall state that the written statements shall be filed by Defendants No. 1 to 5 within 30 days from the date of receipt of summons



along with affidavits of admission/denial of the documents filed by the Plaintiff.

18. 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 said Defendants.

19. 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.

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

I.A.24819/2026 (u/O XXXIX Rules 1 and 2 r/w Section 151 CPC)

21. 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.

22. Issue notice to the Defendants through all permissible modes, returnable before Court on 03.02.2027.

23. Case of the Plaintiff as set out in the plaint is that Plaintiff owns and operates digital streaming platform 'FanCode', comprising the FanCode mobile application and website (FanCode Platform), on which the Plaintiff streams live matches, live match scores and offers sports content etc. based on licensing arrangements with various sporting bodies, agencies and TV channels. Launched in 2019, FanCode Platform has over the past 7 years established itself as the destination for sports fans across India, delivering live streaming across 20+ sports including cricket, football and motorsports and has served over 240 million Indian sports fans till date.

24. It is stated that Plaintiff has executed various agreements with third parties securing exclusive broadcasting rights for territory of India across



multiple tournaments, events and matches, namely: (i) Broadcasting Rights Agreement dated 16.06.2026 with Afghanistan Cricket Board ('ACB Agreement'), which grants exclusive broadcasting rights in India to the Plaintiff for three Twenty20 International matches under the Afghanistan tour of India, 2026 and the matches are scheduled to be played on 13.09.2026, 15.09.2026 and 17.09.2026; (ii) Transmission Rights Agreement dated 08.12.2025 with Formula One World Championship Limited ('F1 Agreement'), which grants the Plaintiff exclusive broadcasting rights over the Formula One World Championship during the licence period from 01.01.2026 to 31.12.2028 and the 2026 season is currently ongoing; (iii) Broadcasting Rights Agreement dated 15.05.2026 with IMG Media Limited, acting on behalf of the Saudi Pro League ('SPL Agreement'), which grants to the Plaintiff exclusive rights to transmit in a territory, which includes India: (a) the Saudi Pro League Championship for the seasons 2025-26 to 2028-29; (b) the quarter-finals, semi-finals and final of the Kings Cup for the seasons 2025-26 to 2028-29; and (c) semi-finals and final of the Saudi Super Cup for the seasons 2025-26 to 2028-29; (iv) Agreement dated 13.05.2026 with Liga Nacional de Futbol Profesional ('LA LIGA') and Peak Sport Media Limited ('Copa del Rey Agreement'), which grants to the Plaintiff exclusive broadcasting rights in India for 2025-26 and 2026-27 seasons. The 2026-27 edition of Copa del Rey will commence on 26.09.2026; (v) Agreement dated 03.01.2026 with ATP Media Operations Limited ('ATP Agreement'), which grants the Plaintiff exclusive broadcasting rights in India over the tournaments comprising the ATP Tour from 01.01.2026 to 31.12.2028; (vi) Agreement dated 21.02.2026 with Augusta National, Inc. ('Masters Agreement'), which grants the Plaintiff exclusive broadcasting rights in India for 2026 and 2027 Masters



Tournaments for the term 09.04.2026 to 30.06.2027; and (vii) Broadcasting Rights Agreement dated 26.06.2026 with the United States Golf Association ('USGA Agreement'), which grants the Plaintiff exclusive broadcasting rights in India for U.S. Open Championships 2026 and 2027, U.S. Senior Open 2026 and 2027 and U.S. Senior Women's Open 2026 and 2027.

25. It is stated that no third-party entity is authorised to broadcast, re-transmit, host, stream, make available for viewing and download, provide access to or communicate to the public the broadcast/livestream of any of the events forming part of the aforesaid agreements in India, without explicit approval of the Plaintiff. By virtue of being the exclusive owner of the broadcast reproduction rights in relation to the aforesaid tournaments and events and having made substantial investments in acquiring these rights, it is imperative for the Plaintiff to ensure that the exclusive rights are not infringed by any third-party/person. Viewership of sports content is at its highest at the time of live telecast of the sporting event and any piracy and infringement during such times, through any mode or platform, significantly impacts Plaintiff's revenues, which are earned either through subscription fees or advertisements. Plaintiff's broadcast reproduction rights are preserved by virtue of Section 37 of the Copyright Act, 1957 ('1957 Act') and need to be protected against infringement and commercial misappropriation by persons/entities, who have made no investments in acquisition of such rights.

26. It is stated that this Court has, on several occasions, upheld Plaintiff's broadcast exclusive reproduction rights in India, with respect to various sporting events like the Formula 1 Championship, 2025; Cricket West Indies series (since 2021); UEFA European Women's Championship, 2025; events organized under Major League Baseball, 2025; PGA Tour, 2025; the First



Division LA LIGA EA Sports (since 2024), etc., as detailed in the plaint.

27. It is stated that to obtain statutory protection, Plaintiff has registered its 'FANCODE' trademarks, which appear on all broadcasts displayed on FanCode Platform. The registrations are valid and subsisting and the details are as follows:-

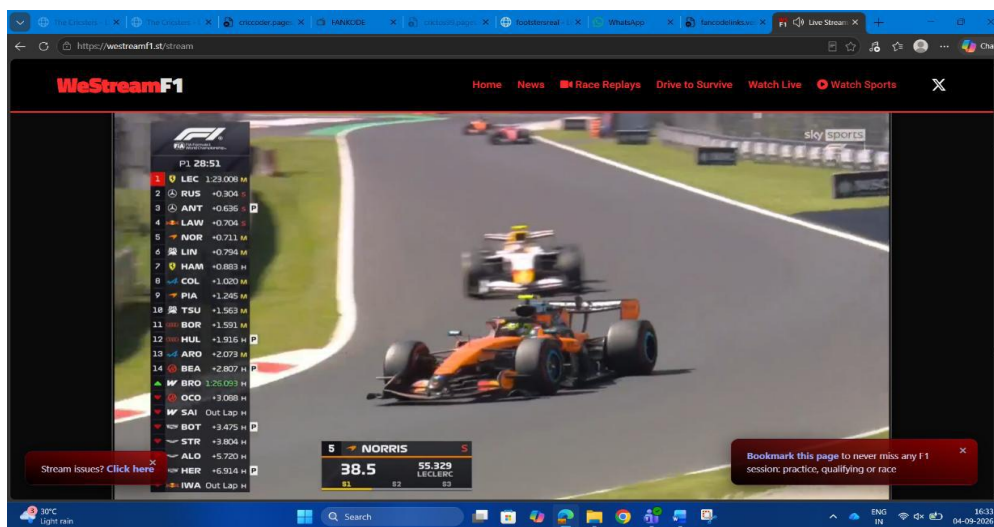
S. No.	Trademark	Application Number	Class	Date
1.		4211464	9, 16, 42	19 June 2019 (user claim: 20 March 2019)
2.		4211465	9, 16, 42	19 June 2019 (user claim: 20 March 2019)
3.		4301490	18, 25, 28, 38, 41, 45	23 September 2019
4.	FANCODE	4301491	18, 25, 28, 38, 41, 45	23 September 2019
5.		4301492	18, 25, 28, 38, 41, 45	23 September 2019
6.	FANCODE	4303656	9, 16, 42	25 September 2019 (user claim: 20 March 2019)
7.		5499628	9, 16, 18, 25, 28, 35, 38, 41, 42, 45	22 June 2022
8.		5499629	9, 16, 18, 25, 28, 35, 38, 41, 42, 45	22 June 2022

28. It is stated that Plaintiff is a registrant of domain fancode.com, which was registered on 22.12.2012. Within a short span of time from 2019, FanCode Platform has garnered substantial goodwill and is highly regarded among its consumer base and this is evidenced from its recognition as the 'Best sports start-up' by Federation of Indian Chambers of Commerce & Industry in the year 2019.



29. It is stated that upon investigation carried out in September 2026, Plaintiff found Defendants No. 1 to 4, which are rogue websites, to be making available to the public within the territory of India, livestreams of sporting events over which Plaintiff holds exclusive broadcast reproduction rights, in particular, the races and sessions of the 2026 FIA Formula One World Championship, matches of the Saudi Pro League and tournaments on the ATP Tour, free of costs. On 04.09.2026, Plaintiff found Defendant No.1 to be broadcasting Practice 1 of Formula 1 Pirelli Gran Premio d'Italia 2026 at the Autodromo Nazionale Monza, an event covered under the F1 Agreement.

30. It is stated that Defendant No.1, at the URL <https://westreamf1.st/stream>, operates a website 'WeStreamF1' which is dedicated in its entirety to the unauthorised streaming of the FIA Formula One World Championship, covered under the F1 Agreement. The screenshot is as follows:-



31. It is stated that the said website also has a 'Race Replays' section which provides access to all previous races of the 2026 Formula 1 Championship, including the Dutch Grand Prix, which took place between



21.08.2026 and 23.08.2026. Defendant No. 1 has in the past illegally livestreamed events of the 2026 Formula 1 Championship and it intends to illegally livestream the upcoming events scheduled in September 2026. The website itself states “*WeStreamF1 - Not affiliated with Formula 1, FOM or any official broadcaster.*”, which establishes that westreamf1.st is a rogue website and Defendant No. 1 holds no right to livestream any event of the FIA Formula One World Championship, such rights vesting exclusively in the Plaintiff in India.

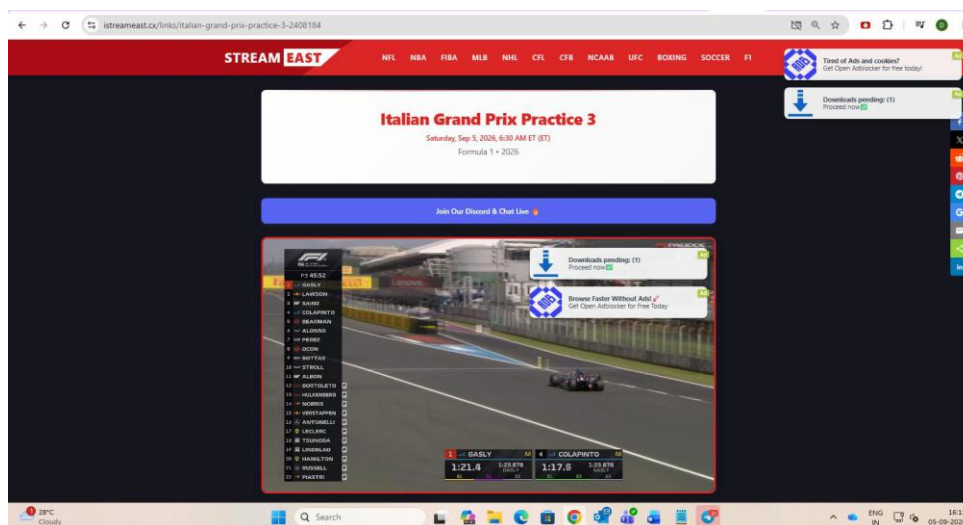
32. It is stated that Defendant No. 2 is the owner/operator of nine sub-domains of the domain pages.dev, namely speedsters-fc.pages.dev, speedsters.pages.dev, faancode.pages.dev, fancodeallrounder.pages.dev, fankode.pages.dev, cricinsider1.pages.dev, football-fc.pages.dev, run-machine.pages.dev and crictos99.pages.dev, which are believed to be operated by same person(s). Domain pages.dev is operated by Defendant No. 7/Cloudflare, Inc. as part of its ‘Cloudflare Pages’ service, which permits any person to publish a website as a sub-domain of pages.dev of that person’s own choosing within minutes and without any verification of identity. A sub-domain carries no WHOIS record of its own, the WHOIS record for pages.dev being that of Cloudflare, Inc.

33. It is stated that Defendant No. 2 was found broadcasting livestreams of Practice 1 of the Formula 1 Pirelli Gran Premio d’Italia 2026 an event covered under the F1 Agreement at URLs <https://speedsters-fc.pages.dev/> and https://speedsters.pages.dev/1?id=f1_sky. Defendant No. 2 is providing illegal access to Plaintiff’s stream, which embeds Plaintiff’s registered FANCODE trademark on its top-right corner and Defendant No. 2 also provides access to an unauthorized third-party feed of the same session. Defendant No. 2 was found to be offering livestreams of the Saudi Pro



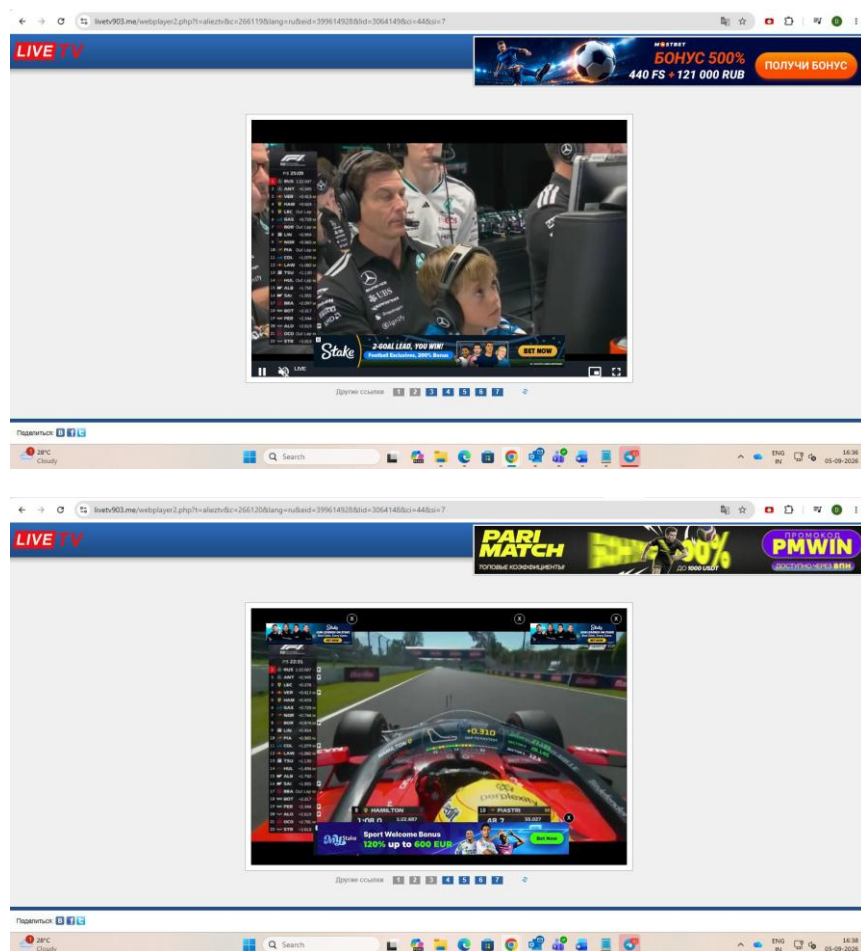
League fixture between Al Hilal SFC and Al-Ahli Saudi FC, covered under the SPL Agreement at URL <https://faancode.pages.dev/>. Defendant No.2 was also found promoting and intending to provide livestreams of ‘Court 1’ and ‘Court 2’ feeds of the ATP Masters Rolex Monte-Carlo 2026 at URL <https://fancodeallrounder.pages.dev/>, covered under the ATP Agreement. Further details of infringement by Defendant No. 2 and the respective URLs are given in the plaint. Screenshots on record evidence that Defendant No. 2 has in the past illegally livestreamed events of the 2026 Formula 1 Championship, Saudi Pro League fixture matches, ATP Masters Miami Open 2026 and ATP Masters Rolex Monte-Carlo 2026 and it intends to livestream the events scheduled during September 2026 as well.

34. It is stated that Defendant No.3, at the URL <https://istreameast.cx/links/italian-grand-prix-practice-3-2408184>, operates a website ‘Stream East’ which is unauthorisedly streaming the FIA Formula One World Championship, covered under the F1 Agreement. On 04.09.2026, Defendant No. 3 was found broadcasting Practice 1 of the Formula 1 Pirelli Gran Premio d’Italia 2026. Screenshot of the said livestream is as under:-





35. It is stated that Defendant No. 4, at the URLs <https://livetv903.me/webplayer2.php?t=alieztv&c=266114&lang=ru&eid=399614928&lid=3064119&ci=44&si=7> and <https://livetv903.me/webplayer2.php?t=alieztv&c=266120&lang=ru&eid=399614928&lid=3064148&ci=44&si=7>, operates a website 'Live TV' which is unauthorisedly streaming the FIA Formula One World Championship, covered under the F1 Agreement. Defendant No. 4 was found broadcasting Practice 1 of the Formula 1 Pirelli Gran Premio d'Italia 2026. Screenshots of the said livestream are as under:-



36. Learned counsel for the Plaintiff submits that Defendants No. 1 to 4 are habitual infringers, whose entire business model is postulated on



streaming matches illegally. They are not engaged in their impugned activities for altruistic reasons but earn revenues from advertisements displayed during the broadcasts, to which they are not legally entitled and which come at great commercial and reputational cost to the authorised broadcaster. The impugned websites are not legitimate platforms, upon which an isolated instance of third-party infringement has incidentally occurred as their primary and predominant purpose is to facilitate and provide access to unauthorised streams of commercially valuable sporting broadcasts. The interfaces are systematically organised by sporting event, competition and fixture and the websites provide no verifiable ownership particulars and several of them openly reproduce Plaintiff's proprietary broadcast feed and branding. These circumstances satisfy the indicia recognised by this Court for identifying a flagrantly infringing online location/rogue website. Unless access to the websites/domains of Defendants No. 1 to 4 is completely blocked in India, Plaintiff's rights will continue to be blatantly, brazenly and openly violated.

37. It is further urged that Defendant No. 2 has adopted Plaintiff's registered FANCODE marks and/or marks deceptively similar thereto, namely 'faancode', 'Fancodee', 'FANKODE', 'fancodeallrounder', 'fancode' and 'FanCode Live', within its domain names and/or websites. The adoption is dishonest and deliberate. Defendant No. 2 deals in the very services in respect of which the FANCODE trademarks are registered and in respect of which Plaintiff has acquired substantial goodwill and no explanation to trade upon that goodwill can account for nine separate websites, each bearing a variant of the FANCODE trademarks. The said use is calculated to cause members of the public to believe that the impugned streams originate from or are licensed or authorised by the Plaintiff and



amounts both to infringement of the registered FANCODE trademarks and passing off.

38. It is further urged that Plaintiff had instituted a similar suit, ***Sporta Technologies Private Limited v. John Doe & Ors.***, CS(COMM) 807/2025, wherein Defendant No. 2 herein was also a Defendant and this Court, by order dated 08.08.2025, observed that Defendant No. 2 was *prima facie* violating Plaintiff's broadcast reproduction rights by making available to the public Plaintiff's protected content under the agreements executed for the previous year in respect of the same or similar events. In light of the past conduct and current operations of Defendants No. 1 to 4, Plaintiff apprehends that their illegal activities are likely to continue even after passing of an injunction order and therefore, seeks a 'dynamic+' injunction covering all future websites and URLs that may emerge to mimic their *modus operandi*. Owing to the speed at which pirated content becomes accessible without the identity of the pirate being known and the value of a live event being short-lived, learned counsel seeks suspension and/or blocking of infringing websites/URLs on a real-time basis, as and when instances of piracy comes to Plaintiff's attention, consistent with the international 'John Doe' practice and orders passed by this Court, from time and again.

39. It is urged by learned counsel for Plaintiff that the three Twenty20 International matches under the ACB Agreement commence on 13.09.2026, the 2026-27 edition of the Copa del Rey commences on 26.09.2026, the final USGA Championship of the 2026 season is scheduled from 25.09.2026 to 30.09.2026 and the events under the F1 Agreement, the SPL Agreement and the ATP Agreement are presently ongoing. There is a genuine apprehension that Defendants No. 1 to 4, who were found streaming the



very same Formula 1 session on the same day and in several instances Plaintiff's own FANCODE-branded feed, will make available each of these events as and when they take place. Defendant No. 2, notwithstanding the order dated 08.08.2025 in CS(COMM) 807/2025, continues its activities through sub-domains bearing variants of the FANCODE trademarks. It is emphasised that the value of a live sporting event is exhausted within the duration of the event itself and unless the impugned websites are blocked immediately and on a real-time basis, Plaintiff will be left without any effective remedy. This Court has in the past enjoined such rogue websites/apps by *ex parte* ad interim orders, including in ***JioStar India Private Limited v. Abbasi TV & Ors.***, CS(COMM) 319/2026 vide order dated 25.03.2026.

40. 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 the Plaintiff and it is likely to suffer irreparable harm in case the interim injunction, as prayed for, is not granted.

41. Plaintiff has secured exclusive broadcasting rights for the territory of India under the agreements set out above and consequently, enjoys Broadcast Reproduction Rights conferred in terms of Section 37 of the 1957 Act in respect of the live broadcasts of the events thereunder, which it streams and communicates to the public on FanCode Platform. The documents on record *prima facie* show that on 04.09.2026, each of Defendants No. 1 to 4 was making available to the public in India the very same session of the Italian Grand Prix and that in several instances the impugned streams carry Plaintiff's registered FANCODE trademark embedded within the feed, which indicates that the said Defendants have



pirated Plaintiff's own signal. Adoption by Defendant No. 2 of 'faancode', 'fankode', 'Fancodee', 'fancodeallrounder' and 'FanCode Live' as its domain names and website identifiers, for the identical service of sports streaming, is *prima facie* infringement of the FANCODE trademarks and calculated to pass off its services as those of Plaintiff. Plaintiff harbours a genuine apprehension that Defendants No. 1 to 4 will broadcast the forthcoming events without authorisation and therefore, its rights need to be protected. In ***Universal City Studios LLC. and Others v. Dotmovies Baby and Others, 2023 SCC OnLine Del 4955***, Court held that any injunction granted by a Court of law ought to be effective in nature and to keep pace with the dynamic nature of infringement undertaken by hydra-headed websites, a 'Dynamic+ injunction' ought to be granted, extending to mirror/redirect websites and alphanumeric variations of the enjoined websites, so that no irreparable loss is caused to the owners of the works. Following the said decision, in ***JioStar (supra)*** this Court granted *ex parte* ad interim injunction restraining rogue websites/apps from streaming the TATA IPL 2026 and directed blocking of newly discovered websites on a real time basis.

42. The issue of rogue websites engaged in piracy of live sporting content is posing a recurring threat and there is no gainsaying that piracy must be curbed and needs to be dealt with a heavy hand. There is a need for immediate relief in the present case considering that the matches under the ACB Agreement commence from 13.09.2026 and the events under the FI Agreement, the SPL Agreement and the ATP Agreement are presently ongoing. Delay in blocking access to the impugned websites/URLs and any other websites/URLs indulging in the same illegal activities would lead to an irreparable breach of Plaintiff's exclusive rights, apart from revenue loss, the



value of each event being exhausted within its duration.

43. Accordingly, till the next date of hearing, Defendant Nos. 1 to 4 and Defendant No.5/other John Does, their proprietors, partners, officers, servants, employees and all others acting for and on their behalf are restrained from making available to the public, any content which results in an infringement of Plaintiff's broadcast reproduction rights in the ongoing and forthcoming events under the F1 Agreement, the SPL Agreement, the ACB Agreement, the Copa del Rey Agreement, the ATP Agreement, the Masters Agreement and the USGA Agreement as also all other rights acquired from the agreements mentioned in paragraph 8 of the plaint, on their websites or in any other manner.

44. Defendant Nos. 1 to 5, their proprietors, partners, officers, servants, employees and all others acting for and on their behalf are restrained from using the FANCODE marks or any other deceptively similar variant of Plaintiff's registered FANCODE trademarks as part of their domain names, URL paths, websites, promotional material (either digitally or otherwise) or in any other manner, which amounts to infringement of Plaintiff's FANCODE trademarks and/or passing off their services as those of Plaintiff.

45. Defendant Nos. 6/IncogNET LLC shall suspend and lock the domain westreamfl.st of Defendant No.1 and Defendants No. 7 shall suspend and lock domains speedsters-fc.pages.dev, speedsters.pages.dev, faancode.pages.dev, fancodeallrounder.pages.dev, fankode.pages.dev, cricinsider1.pages.dev, football-fc.pages.dev, run-machine.pages.dev, crictos99.pages.dev of Defendant No.2. Defendant No.8 shall suspend and lock domain istreameast.cx of Defendant No.3 and Defendant No.9 shall suspend and lock domain livetv903.me of Defendant No. 4. Necessary



action will be taken within 24 hours from the date of receipt of copy of this order. Defendant Nos. 6 to 9 shall disclose to the Plaintiff and to this Court the complete registrant, subscriber, contact, billing and payment particulars, the know-your-customer documents and the IP address and access logs in their possession, power, custody or control in relation to the domains and sub-domains referred to above, within 6 weeks from today, in password protected documents and preserve the same pending the final disposal of the suit.

46. Defendant Nos. 10 to 22 (Internet Service Providers) are directed to block access to the websites westreamfl.st, speedsters-fc.pages.dev, speedsters.pages.dev, faancode.pages.dev, fancodeallrounder.pages.dev, fankode.pages.dev, cricinsider1.pages.dev, football-fc.pages.dev, run-machine.pages.dev, crictos99.pages.dev, istreameast.cx and livetv903.me pertaining to Defendant Nos. 1 to 4 and/or any mirror, redirect, alphanumeric variant, found to be making available to the public any of the events falling within the agreements set out at paragraph 8 of the plaint. The access will be blocked within 24 hours from the date of receipt of copy of this order.

47. Defendant Nos. 23 and 24 are directed to issue notifications calling upon the concerned Internet Service Providers registered under them to block access to the websites westreamfl.st, speedsters-fc.pages.dev, speedsters.pages.dev, faancode.pages.dev, fancodeallrounder.pages.dev, fankode.pages.dev, cricinsider1.pages.dev, football-fc.pages.dev, run-machine.pages.dev, crictos99.pages.dev, istreameast.cx and livetv903.me of Defendant Nos. 1 to 4 within 36 hours from the date of receipt of copy of this order.



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

JYOTI SINGH, J

SEPTEMBER 10, 2026/AK