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

+ **CS(COMM) 807/2025 & I.As. 19316-20/2025**

SPORTA TECHNOLOGIES PVT. LTD.

.....Plaintiff

Through: Mr. Prithvi Singh, Mr. Rohan Krishna
Seth and Mr. Ritwik Marwaha,
Advocates

versus

JOHN DOE AND ORS

.....Defendants

Through: Mr. Ankur Mittal, CGSC with Mr.
Aviraj Pandey, Advocate for D-25 &
D-26

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **08.08.2025**

I.A. 19320/2025 (Application for exemption from filing original, redacted copies and clear copies)

1. The present application has been filed by the Plaintiff seeking exemption from filing the original, redacted copies and clear copies of documents.

The Plaintiff seeks two (2) weeks to file original, redacted copies and clear copies of the documents enlisted therein.

2. Original documents shall be produced/filed at the time of Admission/Denial, if sought, strictly as per the provisions of the Commercial Courts Act, 2015 and the Delhi High Court (Original Side) Rules, 2018.

3. The Plaintiff is directed to file the redacted and clear copies of the



documents within two (2) weeks.

4. Accordingly, the application stands disposed of.

I.A. 19319/2025 (Application under Order XI Rule 1(4) CPC seeking leave to file additional documents)

5. This is an application seeking leave to file additional documents under Order XI Rule 1(4) of the Code of Civil Procedure, 1908 ('CPC') [as amended by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 ('Commercial Courts Act')], within 30 days.

6. The Plaintiff, if it wishes to file additional documents will file the same within 30 days from today, and it shall do so strictly as per the provisions of the Commercial Courts Act and the Delhi High Court (Original Side) Rules, 2018 ('DHC Rules').

7. For the reasons stated in the application, the same is allowed.

8. Accordingly, the application is disposed of.

I.A. 19318/2025 (Application for seeking exemption from advance service to the Defendants)

9. In view of the fact that the Plaintiff has sought an ex-parte ad-interim injunction, the exemption from effecting advance service upon the Defendants in granted.

10. Accordingly, the application stands disposed of.

I.A. 19317/2025 (Application seeking exemption from pre-institution mediation)

11. Having regard to the facts of the present case and in light of the judgement of Supreme Court in **Yamini Manohar v. T.K.D. Keerthi**¹,

¹ 2023 SCC OnLine SC 1382.



exemption from attempting pre-institution mediation is granted.

12. Accordingly, the application stands disposed of.

CS(COMM) 807/2025

13. Let the plaint be registered as a suit.

14. Issue summons. Mr. Ankur Mittal, learned counsel on behalf of the Defendant Nos. 25 and 26 accepts summons. He confirms the receipt of the suit paper-book and waives the right of formal service of summons.

No direction is being issued to the Defendant Nos. 25 and 26 to file written statement at this stage.

15. Summons be issued to Defendant Nos. 1 to 8, 10 to 24 through e-mail. Affidavit of service(s) be filed within two (2) weeks.

16. The summons shall indicate that the written statement(s) must be filed within thirty (30) days from the date of receipt of the summons. The Defendant(s) shall also file affidavits of admission/denial of the documents filed by the Plaintiff, failing which the written statement(s) shall not be taken on record.

17. The Plaintiff is at liberty to file replication(s) thereto within thirty (30) days after filing of the written statement(s). The replication(s) shall be accompanied by affidavits of admission/denial in respect of the documents filed by the Defendant(s), failing which the replication(s) shall not be taken on record.

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

19. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

20. List before the learned Joint Registrar (J) for completion of service



and pleadings on **17.09.2025**.

21. List before the Court on **19.01.2026**.

I.A. 19316/2025 (Application under Order XXXIX Rule 1 and 2 CPC)

22. The present application has been filed under Order XXXIX Rules 1 and 2 of the CPC seeking an interim injunction against the Defendants.

23. The underlying suit has been filed seeking permanent injunction restraining the Defendants from infringement of exclusive broadcast reproduction rights of the Plaintiff, which it has acquired through various exclusive agreements entered into with the third parties.

24. Learned counsel for the Plaintiff states that the Plaintiff is the proprietor of multi-sports aggregator platform called 'FanCode' which was founded by the Plaintiff in 2019. He states that under the said platform i.e., 'FanCode', the Plaintiff offers content, merchandise and community engagement. He states that more specifically the Plaintiff streams live matches, offers sports content, live match scores etc.

24.1. He states that streaming of live sporting event on 'FanCode' is done on the basis of licensing arrangement entered into between the Plaintiff and various sporting bodies, agencies and TV channels.

24.2. He states that the Plaintiff's 'FanCode' platform has reached over 100 million users.

24.3. He states that the Plaintiff is also a registrant of domain i.e., 'fancode.com', which was registered in the name of the Plaintiff on 22.12.2012.

24.4. He states that Plaintiff has executed various agreements with the third parties to secure exclusive broadcasting rights for the territory of India. He states that in some of the agreements, Plaintiff has exclusive rights for the



entire world. He states that the subject matter of the present suit are agreements, which are listed at paragraph '8' of the plaint and read as under:

- (i) Agreement with Formula One World Championship Ltd. The date of the event to be streamed under this agreement is from August to December, 2025. ('F1 Agreement').
- (ii) Agreement with Cricket West Indies, Inc. The date of the event to be streamed under this agreement is from July, 2025 to August, 2025. ('CW1 Agreement').
- (iii) Agreement with Union Des Associations Européennes De Football. ('UEFA Women's Agreement').
- (iv) Agreement with MLB Advanced Media, L.P. The date of the event to be streamed under this agreement is from September, 2025 (the 'MLB Agreement')
- (v) Agreement with PGA TOUR Enterprises, LLC. The date of the event to be streamed under this agreement is from July to December, 2025 (the 'PGA Agreement')
- (vi) Agreement with EMPA GmbH. The date of the event to be streamed under this agreement is from April, 2025 to October, 2025 (the 'DTM Agreement')
- (vii) Agreement with HBA Media Ltd. (the 'HBA Agreement')
- (viii) Agreement with Pitch International LLP and The Football League Limited. The date of the event to be streamed under this agreement is from August, 2025 till May, 2026 (the 'EFL Agreement')
- (ix) Agreement with T Ten Sports Management FZC. The date of the event to be streamed under this agreement is from September, 2025 till December, 2025 (the 'TSM Agreement')
- (x) Agreement with Asian Football Confederation. (the 'AFC Agreement')
- (xi) Agreement with Commune Marketing and Events Private Limited for exclusive broadcasting rights over the matches organized under the Nature Isle



T10 League. The date of the event to be streamed under this agreement is from December, 2025 (the 'Nature Isle T10 League Agreement')

(xii) Agreement with Commune Marketing and Events Private Limited for exclusive broadcasting rights over the matches organized under the Spice Isle T10 League. (the 'Spice Isle T10 League Agreement')

(xiii) Agreement with Commune Marketing and Events Private Limited for exclusive broadcasting rights over the matches organized under the Jamaica T10 League (the 'Jamaica T10 League Agreement')

(xiv) Agreement with Commune Marketing and Events Private Limited for exclusive broadcasting rights over the matches organized under the St Lucia T10 League (the 'St. Lucia League Agreement')

(xv) Agreement with Commune Marketing and Events Private Limited for exclusive broadcasting rights over the matches organized under the Vincy Premier League (the 'Vincy Premier League Agreement')

(xvi) Agreement with Commune Marketing and Events Private Limited exclusive broadcasting rights over the matches organized under the Trinidad T10 League (the 'Trinidad T10 League Agreement')

(xvii) Agreement with Cricket Victoria. The date of the event to be streamed under this agreement is from 2025 till 2028 (the 'CV Agreement')

(xviii) Agreement with Grup Mediapro S.L.U. (the 'Venezuela Agreement')

(xix) Agreement with Dorna Sports S.L. The date of the event to be streamed under this agreement is from 2025 till 2027 (the 'MotoGP Agreement')

(xx) Agreement with Hockey India. The date of the event to be streamed under this agreement is from 2023 to 2026 (the 'Hockey India Agreement')

(xxi) Agreement with Marron Media Group Pty Ltd. (the 'Marron Agreement')

(xxii) Agreement with Absolute Legends Sports Private Ltd. The date of the event to be streamed under this agreement is from 2023 to 2027 (the 'ALS Agreement')



- (xxiii) Agreement with Elev8 India Sportz Private Limited. The date of the event to be streamed under this agreement is from 2022 till 2032. (the 'Elev8 Agreement')
- (xxiv) Agreement with Cricket Boland NPC. The date of the event to be streamed under this agreement is from 2024 till 2026. (the 'Boland Agreement')
- (xxv) Agreement with Innovative Production Group FZ LLC (the 'IPG Agreement')
- (xxvi) Agreement with European Cricket League AG (the 'ECL Agreement')
- (xxvii) Agreement with the Afghanistan Cricket Board (the 'ACB Agreement')
- (xxviii) Letter issued by Commune Marketing and Events Private Limited. The date of the event to be streamed under this agreement is from 01.02.2023 till 31.12.2025. (the 'Commune Letter')
- (xxix) Letter issued by Liga Nacional de Futbol Profesional (the 'LaLiga Letter')
- (xxx) Agreement with The Tamil Nadu Cricket Association. The date of the event to be streamed under this agreement is from 01.04.2023 till 31.03.2026. (the 'TNCA Agreement')
- (xxxi) Agreement with TCM Sports Management Private Limited. The date of the event to be streamed under this agreement is from 10.05.2025 till 09.05.2026 (the 'KCA Agreement')

24.5. He states that no entity other than the Plaintiff is authorized 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 from the Plaintiff.

24.6. He states that Defendants No. 1 to 8 are rogue websites and identity of



Defendant No. 9 is not known (John Doe), which have, on multiple occasions and in the recent past, infringed the broadcast rights of the Plaintiff by illegally hosting, streaming, broadcasting, making available for viewing and providing access to pirated content on their respective website/mobile application to users in India. He states that these websites are accessible without using VPN.

24.7. He states that viewership of sports related content is at its peak at the time of ‘live telecast’ of the said sporting events, and any piracy and/or infringement during such times through any mode or platform, significantly impacts the revenues, which could be either *via* subscription fees or by way of advertisements to the Plaintiff. He states that, therefore, it is essential that the Plaintiff’s broadcast reproduction rights conferred by virtue of Section 37 of the Copyright Act, 1957, be protected against infringement and commercial misappropriation by Defendant Nos. 1 to 8 and 9 (John Doe).



24.8. He states that with respect to the trademarks ‘FANCODE’ the Plaintiff has acquired various trademark registration which is given below:



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

24.9. He states that Defendant Nos. 1 to 8 operate impugned websites through which they illegally livestream/broadcast various events for which exclusive broadcasting rights vests with the Plaintiff. He states that the footage streams on these websites contain the 'FanCode' watermark and originate from the Plaintiff's website. He states that the said websites of the said Defendants run contents, which contains the trademark of the Plaintiff, and thus, it amounts to infringement of trademarks of the Plaintiff and passing off. He states that Defendant Nos. 6 and 8 are engaged in unauthorised distribution of Plaintiff's exclusive broadcast content. He states that Defendant Nos. 1, 2, 3, 4, 5 and 7 additionally use the logos and marks of the Plaintiff. He states that the infringement and passing off by the said websites of the Defendant Nos. 1 to 8 are set out in paragraph '15' of the plaint and are extracted as under:



Defendant No.	Website	Screenshot of Defendant's website with Content
1.	www.fancode.dev	 <p>The screenshot shows the Fancode website interface. The top section displays 'Fancode Live Matches' with three featured matches: England vs Zimbabwe (Zimbabwe tour of England 2023), Kannur vs Palakkad (Kerala Mens T20 Challenger Trophy), and Tallent United vs Tallent Stallions (ECS Estates 2023). Below this, there is a live cricket match in progress, showing a batsman in a red jersey (Kannur) facing a bowler in a blue jersey (Palakkad). The score is 58-4 at 12.3 (0.00). The match is part of the 1st Inning.</p>
2.	Skfclive.pages.dev v	 <p>The screenshot shows the Skfclive website interface. The top section displays 'SK FC Player' and 'Charles Schwab Challenge'. Below this, there is a live golf match in progress, showing a golfer in a white shirt and cap (SK FC) preparing to hit a shot on a green. The score is 14-12 at 12.3 (0.00). The match is part of the 1st Inning.</p>

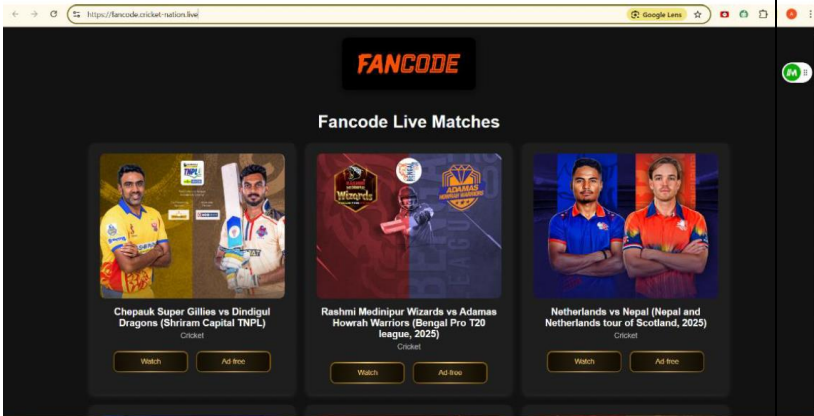
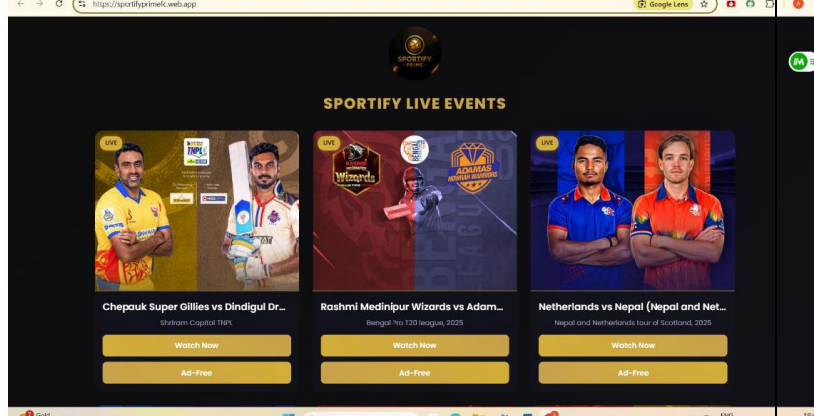


3.	Criccoder.pages.dev	
4.	Insiderlive1.pages.dev	



5.	tv.durbinlive.com	<div><div>Sponsor: Download Android TV Apps</div><div>Download Now</div><div>36 UNLIFE</div><div><div>CAF</div><div>HLA</div><div>FANCODE</div><div>VIDEOS</div></div><div>Play More Links:</div><div>Report Error 1/18118 Views</div><div><div>Play 1 - IPL</div><div>Play 2 - Fancode Backup</div></div></div>										
6.	Sportsevo.zetasports.in	<div><div>sportsevo.zetasports.in/2025/05/la-liga-real-madrid-vs-barcelona-match.html</div><div><div>Barcelona vs Real Madrid</div><div>MATCH INFO</div><table><tr><td>MATCH:</td><td>Barcelona V/s Real Madrid</td></tr><tr><td>COMPETITION:</td><td>La Liga</td></tr><tr><td>DATE:</td><td>Wed, 11 May 2025</td></tr><tr><td>TIME:</td><td>07:45 P.M Indian Time 06:15 P.M UAE Time</td></tr><tr><td>STADIUM:</td><td>Estadi Olímpic Lluís Companys</td></tr></table></div></div>	MATCH:	Barcelona V/s Real Madrid	COMPETITION:	La Liga	DATE:	Wed, 11 May 2025	TIME:	07:45 P.M Indian Time 06:15 P.M UAE Time	STADIUM:	Estadi Olímpic Lluís Companys
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7.	Fancode.cricket-nation.live	
8.	Sportifyprimefc.web.app	

24.10.He states that the Defendant Nos. 1 to 8 are habitual infringers and Plaintiff apprehends that in light of the past conduct and current operations of Defendant Nos. 1 to 8, their illegal activities are likely to continue even after the passing of any injunction order against it and therefore, Plaintiff seeks a dynamic injunction to cover all future websites/URLs/mobile application that may pop-up eventually to mimic their modus operandi, thus infringing the Plaintiff's broadcast rights granted to it vide the various agreements mentioned at para 24.4.

25. This Court has heard the learned counsel for the Plaintiff and perused the record.

26. A perusal of the plaint along with the documents annexed therewith shows that Plaintiff has exclusive rights in respect of the content acquired



through broadcasting rights vide various agreements mentioned hereinabove at para 24.4. It is stated that a large number of live sports events are scheduled to be held during the currency of the aforesaid agreements and an *ex parte* ad interim injunction is prayed to be granted in order to ensure that the investment made by the Plaintiff in acquiring broadcasting rights to these events is not jeopardized in any manner. In addition, it is stated that the Plaintiff is the proprietor of the registered trademarks referred to in para 24.8 of this order.

27. It is stated that Defendant Nos. 1 to 8 are rogue websites and mobile applications which are illegally broadcasting the content on their interface and also infringing the trademarks of the Plaintiff. It is stated that Defendant No. 2 is a mobile application. The screenshots of the website/URLs of the Defendant Nos. 1 to 8 are given in the plaint and also extracted hereinabove at para 24.9 show that the said Defendants are indulging in unauthorized broadcast of the Plaintiff's content and unauthorizedly using the Plaintiff's marks. Defendant No. 9 is a John Doe party whose name is yet to be identified. It is stated that as the live events progress, there is a possibility of more rogue websites and applications streaming infringing content coming up.

28. Upon examination of the screenshots of the websites operated by Defendant Nos. 1, 2, 3, 4, 5, and 7, it is evident that these websites display the Plaintiff's marks/logo, thereby infringing the Plaintiff's registered trademarks and constituting an act of passing off as well.

29. In the overall conspectus, Plaintiff has made out a prima facie case for grant of an injunction against the rogue websites and mobile applications i.e., Defendant Nos. 1 to 8. This Court is satisfied that if the interim



injunction is not granted at this stage, irreparable injury would be caused to the Plaintiff. Balance of convenience also lies in the favour of the Plaintiff. Accordingly, the following directions are issued:

- (i) Defendant Nos. 1 to 8, their proprietor, 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 infringement of the Plaintiff's broadcast reproduction rights in the ongoing 'F1 Agreement', the 'MLB Agreement', the 'PGA Agreement', as also those rights acquired from the agreements mentioned at para 24.4 of this order, on their website/mobile applications or in any other manner;
- (ii) Defendant Nos. 1, 2, 3, 4, 5 and 7, their proprietor, partners, officers, servants, employees, and all others acting for and on their behalf are restrained from using the Plaintiff's trademarks mentioned at para 24.8 of this order, in any manner which amounts to infringement and/or passing off.
- (iii) Defendant Nos. 10 to 15 are directed to suspend and lock the domains i.e., fancode.dev, durbinlive.com, zetasports.in and cricket-nation.live. Further, they are directed to suspend and lock sub-domains i.e., skfclive.pages.dev, criccoder.pages.dev, insiderlive1.pages.dev, insiderlive1.free.nf and sportifyprimefc.web.app.
- (iv) Defendant Nos. 10 to 15 shall reveal the names of all the registrants of the websites mentioned in para 24.9 of this order as also any other information including their mobile numbers, subscription information, bank account, credit card or any other details which they may have.



(v) Defendant Nos. 25 and 26 are directed to issue blocking orders within 36 hours after the service of this order against the websites and/or mobile applications mentioned at para 24.9 of this order. Pursuant thereto, Defendant Nos. 16 to 24 are directed to block access to the websites and/or mobile applications mentioned at para 24.9 of this order within 36 hours.

30. In respect of prayer clause at para 2(g) of the captioned application wherein dynamic injunction is being prayed for, considering that the subject matter of the Plaintiff's agreement are live sporting events, this Court is of the opinion that to keep pace with dynamic nature of the infringement it is appropriate that a dynamic injunction is also issued to protect the intellectual property rights of the Plaintiff. Therefore, during the currency of the agreements as mentioned in para 24.4, if the Plaintiff discovers that other mirror websites or rogue websites, are streaming footage of live sporting events covered by the said agreements, the Plaintiff is given liberty till the next date of hearing:

- (a) To communicate the details of the said websites and/or applications to both DoT and MeitY for issuance of blocking orders and simultaneously to the ISPs for blocking the said websites so as to ensure that these websites can be blocked on a real time basis and there is no considerable delay.
- (b) Upon receiving such communication from the Plaintiff, the DNRs/ISPs shall take steps to immediately (within 24 hours) to block the rogue websites and/or rogue applications in question.
- (c) The DoT and MeitY shall also issue blocking orders immediately (within 24 hours) upon the Plaintiff communicating details of the



websites and/or applications, which are streaming the live sporting events.

(d) After communicating the details of the rogue websites and/or applications to DNRs/ISPs, DoT and MeitY, Plaintiff shall continue to file affidavits along with evidence of infringement, with the Court in order to ensure that the Court is fully informed of the said websites, in respect of which blocking orders are sought by the Plaintiff. The affidavits shall be filed within 48 hours of issuing the communication.

30.1. If any website and/or applications, which is not primarily an infringing website and/or applications is blocked in pursuance of the present order, it is permitted to approach this Court by giving an undertaking that it does not intend to do any illegal dissemination of the exclusive broadcast content of the Plaintiff and thereafter, the Court would consider modifying the injunction accordingly.

30.2. Such a relief is called for in the present matter, especially in view of the fact that majority of the subject matter content is live sporting event. Any delay in blocking the rogue website and/or applications would in fact, result in considerable pecuniary loss to the Plaintiff and result in irreparable violation of the Broadcast reproduction rights of the Plaintiff.

31. Compliance of Order XXXIX Rule 3 CPC be done within three (3) weeks. Compliance and service is permitted through e-mail.

32. Issue Notice. In the peculiar facts of this case, service is permitted through e-mail to Defendant Nos. 1 to 8. Notice to Defendant No. 10 to 26 be issued through all modes.

33. Reply to the application be filed within four (4) weeks from the service of the present order along with the paper book. Rejoinder thereto if



any be filed within three (3) weeks thereafter.

34. List before the learned Joint Registrar (J) for completion of service and pleadings on **17.09.2025**.

35. List before the Court on **19.01.2026**.

36. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as the certified copy of the order for the purpose of ensuring compliance. No physical copy of orders shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

AUGUST 8, 2025/rhc/SK