



2025:DHC:7167



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

% Judgment delivered on: 22.08.2025

+ **CS(COMM) 1099/2024**

YATRA ONLINE LIMITED

.....Plaintiff

versus

**MACH CONFERENCES AND EVENTS
LIMITED**

.....Defendant

Advocates who appeared in this case

For the Plaintiff : Mr. Pravin Anand, Ms. Jaya Negi & Ms.
Yashi Agarwal, Advocates.

For the Defendant : Mr. Saurabh Prakash, Mr. Utsav Jain & Mr.
Anant Aditya Patro, Advocates.

**CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA**

JUDGMENT

TEJAS KARIA, J

I.A. 47682/2024

INTRODUCTION:

1. The Plaintiff has filed this Application for injunction restraining the Defendant from infringement of the Trade Mark, passing off, misrepresentation, dilution, unfair competition by directly or indirectly



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using, selling, advertising, mentioning, or dealing in any manner including as part of domain name the Marks ‘BOOKMYYATRA.COM’ or ‘BOOKMYYATRA’ (“**Impugned Trade Marks**”).

2. This Court *vide* order dated 09.12.2024 had granted *ex-parte ad-interim* injunction restraining the Defendant from using the Impugned Trade Marks.

3. The Defendant filed its Reply to this Application on 06.03.2025 opposing the grant of interim relief. The Plaintiff has filed Rejoinder to the Reply to this Application on 25.03.2025.

4. Accordingly, this Application was finally heard on 27.07.2025 and the order was reserved.

FACTUAL BACKGROUND:

5. The Plaintiff has submitted that:

5.1 The Plaintiff is the registered proprietor of the Trade Marks, ‘YATRA.COM’, ‘YATRA WITH DEVICE (Device) i.e.,



’, ‘YATRA FREIGHT’ and ‘YATRA FREIGHT



(Device) i.e., ’ (“**Plaintiff’s Trade Marks**”).

5.2 The Plaintiff’s Trade Mark ‘YATRA’ adopted by the Plaintiff in the year 2005 as a part of its Trade Name / Corporate Name. The Plaintiff commenced its business of providing online travel booking and related services to its customers in the year 2006. The Plaintiff through its interactive website, www.yatra.com, its mobile applications and its other associated platforms, provides an online platform to its customers to explore, research compare




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prices and book travel related services which include domestic and international air ticketing, hotel bookings, homestays, holiday packages, bus ticketing, rail ticketing, and ancillary services.

5.3 In the year 2007, the Plaintiff applied for various Trade Mark Applications seeking registration for the Mark ‘YATRA WITH

DEVICE (Device) i.e., , bearing Registration Nos. 1521727, 1521728, and 1521729 all in Class 39 which contained a disclaimer stating that ‘No exclusive right for the word YATRA’. The Plaintiff also has several Word Mark registrations for the Mark ‘YATRA.COM’ bearing Registration Nos. 2260822, 2260824, and 2260836 in Classes 38, 42, and 45, respectively.

5.4 Over the years, since the commencement of its operations in 2006, the Plaintiff’s brand ‘YATRA’ has stood out as a strong and trusted brand in India which is associated with travel related services. The Plaintiff has built its brand from strength-to-strength resulting in Plaintiff having:

- Large and loyal customer base;
- Multi-channel platform for leisure and business travelers;
- Robust mobile applications;
- A strong technology platform designed to deliver a high level of scalability and innovation;



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- A seasoned senior management team comprising of industry executives with deep roots in the travel industry in India and abroad.
- 5.5 The Plaintiff *inter alia* caters to the following types of business segments namely: ‘Business-To-Customer’ (“**B2C**”), Business-To-Business’ (“**B2B**”), Corporate Travel, Travel Agents, ‘Meeting, Incentives, Conferences, and Exhibitions’ (“**MICE**”) Segments.
- 5.6 In the current fiscal year (2024-2025), the Plaintiff also acquired Globe All India Services Limited. As a result of the said acquisition, approximately 360 corporate clients were added to the Plaintiff’s pre-existing corporate clients for a combined total of over 1200 corporate customers, which further strengthened the Plaintiff’s leadership in India’s corporate travel sector.
- 5.7 Due to the widespread popularity of the Plaintiff’s business, the Plaintiff has been awarded with multiple awards from various entities including the Ministry of Tourism, Government of India.
- 5.8 The Plaintiff has invested an enormous amount of time, effort, and money through its website, www.yatra.com and other means to promote and advertise its travel bookings and related service under its Trade Mark / Trade Name ‘YATRA’ which are consequently been identified solely with the services rendered by the Plaintiff.



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- 5.9 As of 31.03.2024, approximately 15 million customers have used one or more of Plaintiff's comprehensive travel-related services in the Plaintiff's consumer-direct business. The Plaintiff provides its online and travel booking services as stated hereinabove under its Trade Mark 'YATRA'/ 'YATRA.COM'. The Plaintiff has registered various domain names containing its Trade Mark / Trade Name 'YATRA'. Consequently, the Plaintiff is entitled to sole and exclusive use of its Trade Mark in relation to the services for which the said registrations have been secured.
- 5.10 The Defendant has intentionally and *malafidely* adopted deceptively similar marks to the Plaintiff's Marks i.e., 'YATRA' / 'YATRA.COM' ("**Impugned Trade Marks**") for identical services, i.e., travel bookings and related services.
- 5.11 In the month of November, 2024, the Plaintiff came across a document dated 26.10.2024 bearing the Subject 'Transcript of the Analysts / Investor's Meet held on October 22, 2024' on the official website of Bombay Stock Exchange ("**BSE**") Limited at www.bseindia.com. The said document contains a transcript of a question-and-answer session with the Chairman and Managing Director of the Defendant company, Mr. Amit Bhatia which was conducted during the said 'Analysts / Investor's Meet' dated 22.10.2024. Upon reviewing the said Transcript dated 26.10.2024, the Plaintiff was shocked to know that the Defendant is at a preparatory stage for launching a portal / website under the name 'BOOK MY YATRA'.



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- 5.12 Upon, coming across the said Transcript dated 26.10.2024 of the Defendant company, the Plaintiff conducted online searches on the Search Engine 'Google' at www.google.com to find more information about the Defendant and the Defendant's business and also about its proposed online portal. The Plaintiff came across the 'Draft Red Herring Prospectus' of the Defendant bearing the date 08.07.2024 on the official website of BSE Limited at www.bseindia.com. The said 'Draft Red Herring Prospectus' contained further information about the Defendant's proposed business venture under the Mark 'BOOK MY YATRA' in the B2C business segment.
- 5.13 Upon conducting further online research, the Plaintiff was shocked to come across a website, www.bookmyyatra.com. However, upon visiting the said website, the Plaintiff found that the said website was still under construction and the name of the Defendant, 'Mach Conferences & Events' was prominently mentioned on the said website.
- 5.14 Further, upon conducting an online search on the official website of the Trade Marks Registry, the Plaintiff was shocked to find that the Defendant has also filed Trade Mark Applications seeking registrations of the Impugned Trade Marks 'BookMyYatra' and 'BookMyYatra.com' details of which are tabulated hereinbelow:



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TRADE MARK	APPLICATION NO.	DATE OF APPLICATION	CLASS	STATUS
BookMyYatra.com	6503437	28.06.2024	39	Opposed
BookMyYatra	6503438	28.06.2024	39	Opposed
BookMyYatra	6614948	09.09.2024	42	Objected
BookMyYatra.com	6614951	09.09.2024	42	Opposed
BookMyYatra	6614949	09.09.2024	9	Objected
BookMyYatra.com	6614950	09.09.2024	9	Opposed

5.15 It is pertinent to mention that the Defendant's Trade Mark Application No. 6503437 for the Mark 'BookMyYatra.com' and the Defendant's Trade Mark Application No. 6503438 for the Mark 'BookMyYatra' are for services namely, travel reservations, travel services, travel organization, travel consultancy, travel arrangements, travel information, travel reservation, travel booking agencies, travel information services, travel arrangement services. The said services for which the Impugned Trade Marks 'BookMyYatra' and 'BookMyYatra.com' have been applied for by the Defendant for the purpose of seeking a Trade Mark registration are identical to the services which are provided by the Plaintiff.

5.16 The Defendant's Trade Mark Applications Nos. 6614951, 6503437, 6503438, and 6614950 are wrongly accepted and advertised. The Plaintiff has already filed 'Notice of



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Opposition’ against the said Trade Mark Applications of the Defendant on 28.11.2024. Further, the Defendant’s Trade Mark Application Nos. 6614948 and 6614949 for the Mark ‘BookMyYatra’ are presently ‘objected’. The Plaintiff shall oppose the same as and when the same is advertised in The Trade Marks Journal.

5.17 It is clearly evident from the Impugned Trade Marks and conduct of the Defendant, that the said adoption and use by the Defendant is not a mere coincidence and that the Defendant clearly had prior knowledge about the Plaintiff’s Marks ‘YATRA’ / ‘YATRA.COM’. Such an adoption by the Defendant is in bad faith, clearly done with an intention to harp on the reputation and goodwill created by the Plaintiff due to their long and extensive use of the Marks ‘YATRA’ / ‘YATRA.COM’ and the quality of services associated with the said Marks. By virtue of such deceitful adoption of the Defendant, the Plaintiff is bound to suffer dilution, diminution, weakening and eventual erosion of the goodwill, reputation and the positive associations linked to its ‘YATRA’ / ‘YATRA.COM’ Marks.

5.18 The Plaintiff contends that:

- i. The Defendant is preparing to launch its new business segment / website / portal under the name ‘bookmyyatra.com’;
- ii. The said business venture of the Defendant would be an online portal bearing the Mark ‘BOOK MY YATRA’,



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which clearly subsumes the Plaintiff's well-known Trade Mark 'YATRA' in entirety;

- iii. The said business venture of the Defendant would be a B2C segment which is different from the Defendant's existing B2B business segment;
 - iv. It is clearly evident that the Defendant is in the process of launching its online business venture under the Impugned Trade Mark 'BOOK MY YATRA' for travel related services. Although at this stage, the exact services which the Defendant is proposing to provide through its portal are unclear, the Plaintiff reserves its rights to furnish the said information on a later date.
- 5.19 The adoption and use of the Impugned Trade Marks by the Defendant with the Plaintiff's Trade Marks 'YATRA' / 'YATRA.COM' displayed prominently on its website is patently dishonest as it is evident from the Defendant's adoption and proposed use of the Impugned Trade Marks, that the Defendant was clearly aware of the goodwill and reputation of the Plaintiff's Trade Marks 'YATRA' / 'YATRA.COM' for identical services. The Defendant's actions are against honest and fair-trade practices and will cause severe harm to Plaintiff's goodwill and reputation in the market, which the Plaintiff has painstakingly established over many years, thereby amounting to unfair competition.
- 5.20 The Defendant's actions are intended to mislead consumers and all other market players into believing that the Defendant is



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associated with the Plaintiff. The use of deceptively similar marks to the Plaintiff's well-known Trade Marks 'YATRA' / 'YATRA.COM' that too for identical services, when rendered by the Defendant, are likely to cause misrepresentation, as the proposed actions of the Defendant is aimed at attempting to deceive the public into believing that it has some association or nexus with the Plaintiff and reap unjust gains at the cost of the Plaintiff as well as the members of the public.

5.21 In view of the above, the Plaintiff has filed the present Suit seeking permanent injunction restraining the Defendant from using the Impugned Trade Marks, delivery of the Defendant's domain name, direction to the Defendant to withdraw its Trade Mark Application for the Impugned Trade Marks and damages.

6. The Defendant has submitted that:

6.1 Out of sixty nine domain names that the Plaintiff has mentioned, sixty seven domains / websites are not working, have been abandoned and are not in use, and only one domain redirects to www.yatra.com. It is clear that the Plaintiff is merely squatting on these domain names only to prevent others from using them. The Plaintiff has also not been conducting any business in respect of telecommunication, education, legal services, vehicles, paper cardboard, leather made goods, clothing, footwear, scientific and technological services for which it has applied in Classes 38, 41, 45, 12, 16, 18, 43, 25. These Applications are merely for the purpose of squatting on the word 'YATRA' for goods and services in other classes even though the Plaintiff does not conduct



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business in any of such goods or services, and so that it may use the fact that it has registered such domain names to keep out legitimate competition in Class 39 by foul means.

6.2 The Plaintiff also does not have any common law right in the word 'YATRA'. It has not acquired any right in the word 'YATRA' merely by use of the same. The word 'YATRA' has been used by innumerable travel operators all over India since a long period of time, as part of their business names, and includes many who have offices in other countries also. The word 'YATRA' is a common name in relation to travel and tour services since it denotes and is the Hindi word for travel. There are several Trade Mark Registrations and Applications in respect of the word 'YATRA', not just in Class 39, but also in several other classes. In its Written Statement, the Defendant has mentioned some examples of the names of travel operators from different cities in India, who have been using the word 'YATRA' in relation to their travel and related services. Thus, recognising any right of the Plaintiff in the word 'YATRA' bears a risk of shutting down thousands of such travel operators across India and outside, several of whom most probably preceded the Plaintiff in the use of the word 'YATRA' in relation to their businesses by several decades. The learned Registrar of Trade Marks has also been consistently refusing such registrations to the Plaintiff.

6.3 The Defendant being an entity operating in the MICE segment, has been consistently involved in travel and accommodation bookings, tour planning, leisure activities and arrangements. Now,



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the Defendant wishes to use this vast experience by also expanding into the travel industry, and clearly, the Plaintiff only wants to stop or impede the Defendant from entering what it considers to be its domain, even as the Plaintiff is entering the MICE segment that is the domain of the Defendant, even by foul means. The Defendant submits that its Trade Marks 'BookMyYatra' and 'BookMyYatra.com' are seen, read and pronounced as a whole, and depict the entire mark as one, and is distinctly different from the Plaintiff's Trade Marks. There cannot be any confusion in distinguishing the Marks of the Defendant from that of the Plaintiff. It is inconceivable that the Plaintiff, which claims to have such a large corporate clientele, would genuinely believe that its clientele would be confused between the offerings of the Defendant and that of the Plaintiff.

6.4 The Defendant has been caused serious prejudice by the manner in which the Plaintiff has obtained an *ex-parte* injunction against it, and due to which the Defendant has had to keep the launch of its business in abeyance. The same is causing considerable loss to the Defendant on a daily basis. The Defendant reserves its right to pursue appropriate remedies for the losses which are being caused to it.

6.5 The Plaintiff does not have any *prima facie* case, since the word 'YATRA' is being used by thousands of operators in the travel and tour industry. It does not have any right in the word 'YATRA'. Any amount of expenditure on advertisements would not give the word 'YATRA' a 'secondary meaning' thereby creating any rights



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in the Plaintiff which it did not have and which were specifically and expressly denied to it. Further, the word 'YATRA' cannot be associated commercially with the Plaintiff's Trade Mark 'YATRA' by anyone, and more importantly in relation to travel and tour services.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

7. The learned Counsel for the Plaintiff submitted that the Plaintiff has adopted the Trade Mark 'YATRA' as part of its Trade Name and Corporate Name in the year 2005 and commenced the use of the Trade Mark 'YATRA' in the year 2006 by providing online travel booking and related services in the year 2006 through its interactive website, www.yatra.com.

8. The learned Counsel for the Plaintiff further submitted that the Plaintiff is the registered proprietor of various 'YATRA' formative Trade Marks bearing Registration Nos. 1521727, 1521728 and 1521729. The Plaintiff's registration contains a disclaimer stating that 'No exclusive right for the word YATRA'. However, it was submitted that 'YATRA' is the most dominant and essential feature of the Plaintiff's Trade Mark 'YATRA WITH



DEVICE (Device) i.e., ' in Class 39 and has attained a widespread reputation and goodwill amongst the people at large, such that the public at large associates the word 'YATRA' solely and exclusively with the Plaintiff and no one else. It was submitted that the Plaintiff enjoys common law rights over the Trade Mark 'YATRA'.

9. The learned Counsel for the Plaintiff submitted that the Plaintiff's Trade Mark 'YATRA' is distinctive and well-known for travel booking and related services industry. The Plaintiff has also filed an application seeking

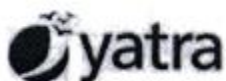


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registration of the Trade Mark 'YATRA.COM' on 03.01.2012 bearing Application No. 2260823 in Class 39 for services, *inter alia* transport and travel arrangements. The said Application is still pending. The Plaintiff has around sixty nine domain names containing its Trade Mark / Trade Name 'YATRA' in its favour.

10. The learned Counsel for the Plaintiff submitted that even though there is a disclaimer with regard to not having exclusive right for the word 'YATRA' in the registration for the Trade Mark 'YATRA WITH DEVICE



(Device) i.e., ', there are numerous Trade Marks of the Plaintiff for which registrations have been granted without any disclaimer. It was submitted that the Defendant has adopted the Plaintiff's Trade Mark 'YATRA' in the Impugned Mark 'BOOKMYYATRA'.

11. The learned Counsel for the Plaintiff further submitted that the disclaimers do not go to the market and the customer has no knowledge of any disclaimer present in a Trade Mark registration. The learned Counsel for the Plaintiff relied upon the following judgments in support of this submission:

- **Registrar of Trade Marks v. Ashok Chandra Rakhit Limited**, 1955 SCC OnLine SC12;
- **Pidilite Industries Limited v. Riya Chemy**, 2022 SCC OnLine Bom 5077;
- **Ramdev Food Products (P) Ltd. v. Arvindbhai Rambhai Patel & Others**, (2006) 8 SCC 726;
- **Amritdhara Pharmacy v. Satyadeo Gupta**, 1962 SCC OnLine SC 13;



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- ***Corn Products Refining Co. v. Shangrila Food Products Limited***, 1959 SCC OnLine SC 11;
- ***Sky Enterprise Private Ltd. v. Abaad Masala & Co.***, 2020 SCC OnLine Bom 750;
- ***British School Society v. Sanjay Gandhi Educational Society and Another***, 2022 SCC OnLine Del 1165;
- ***British School Society v. British International School***, 2021 SCC OnLine Del 5210.

12. The learned Counsel for the Plaintiff further submitted while relying upon the judgment ***Frank Reddaway and Frank Reddaway & Co., Limited v. George Banham and George Banham & Co., Limited***, [1896] AC 1999 and ***Godfrey Philips India Ltd. v. Girnar Food & Bevarages (P) Ltd.***, (2004) 5 SCC 257 that due to the long and consistent use of Trade Marks ‘YATRA’ and ‘YATRA.COM’ over the period of 19 years, the Plaintiff has garnered extensive goodwill and reputation in the said Trade Marks. The Mark ‘YATRA’ has become a household name and is synonymous with the Plaintiff and its business and no one else, such that the Trade Mark ‘YATRA’ has acquired a secondary significance.

13. The learned Counsel for the Plaintiff submitted that the Plaintiff’s Trade Mark is deceptively similar to the Impugned Trade Marks in respect of the same goods and services and that the resemblance between the Plaintiff’s Trade Marks and the Impugned Trade Marks must be considered with reference to the ear as well as the eye. The learned Counsel for the Plaintiff has relied upon the following judgments in support of this submission:



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- ***K.R. Chinna Krishna Chettiar v. Shri Ambal and Co., Madras and Another***, (1969) 2 SCC 131;
- ***M/s Amar Singh Chawal Wala v. M/s Shree Vardhman Rice and Genl. Mills***, 2009 SCC OnLine Del 1690;
- ***Shree Vardhman Rice and General Mills v. Amar Singh Chawal Wala***, (2009) 10 SCC 257;
- ***Parle Products (P) Ltd. v. J.P. and Co., Mysore***, (1972) 1 SCC 618;
- ***Mex Switchgears Pvt. Ltd. v. Omex Cables Industries and Anr.***, 2018 SCC OnLine Del 10412;
- ***Pidilite Industries Ltd. v. S.M. Associates & Ors.***, 2003 SCC OnLine Bom 143.

14. The learned Counsel for the Plaintiff further submitted that the Plaintiff's sales turnover in the year 2023-2024 was ₹5,607.57 Crores. A simple search for the word 'YATRA' on the search engine 'Google' returns search predictions and search results pertaining to the Plaintiff's business.

15. The learned Counsel for the Plaintiff submitted that the Defendant has knowledge of the Plaintiff's rights in Trade Mark 'YATRA' and the goodwill associated with the said Trade Mark. The Defendant has explicitly acknowledged and admitted in its Written Statement that "*Plaintiff is one of the leading players in the online tour and travel booking and related service industry*". The Defendant has acknowledged that the Plaintiff's Trade Marks 'YATRA' and 'YATRA.COM' are well-known marks.

16. The learned Counsel for the Plaintiff relied upon the decision in ***Mex Switchgears Pvt. Ltd. v. Omex Cables Industries and Anr.***, 2018 SCC OnLine Del 10412, wherein it is held that in order to test a case of infringement of a trade mark, only trade marks are to be compared by the



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Court and in case registration stands granted in favour of the Plaintiff, the Plaintiff requires valuable rights by reason of the registration. While judging the question as to whether the Defendant has infringed the trade mark by colourable imitation of the mark or not, the Court has to consider the overall impression of the mark in the minds of the public and not by merely apportioning dissimilarities.

17. The learned Counsel for the Plaintiff further submitted that honesty and fair play are, and ought to be, the basic policies in the world of business and when a person adopts or intends to adopt a name in connection with his business or services which already belongs to someone else, it results in confusion and has propensity of diverting the customers of someone else to himself. The learned Counsel for the Plaintiff relied upon the decision in ***Laxmikant V. Patel v. Chetanbhai Shah & Anr.***, (2002) 3 SCC 65 in support of this submission.

18. The learned Counsel for the Plaintiff submitted that the Impugned Marks 'BOOKMYYATRA' and 'BOOKMYYATRA.COM' have been adopted by the Defendant having complete knowledge of the Plaintiff's rights in the Trade Mark 'YATRA' and the same is a deliberate, intentional and bad faith adoption, at the risk of challenge by the Plaintiff. The learned Counsel relied upon the following decisions in support of his submission:

- ***Bal Pharma Ltd. v. Centaur Laboratories Pvt. Ltd.***, 2001 SCC OnLine Bom 1176;
- ***S. Syed Mohideen v. P. Sulochana Bai***, (2016) 2 SCC 683.

19. The learned Counsel for the Plaintiff further submitted that the Defendant has also adopted the domain name using the Impugned Trade Mark 'BOOKMYYATRA.COM' and the Defendant is guilty of infringement



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and passing off by adopting a deceptively similar domain name. The learned Counsel for the Plaintiff relied upon the following judgments in support of this submission:

- ***M/s Info Edge (India) Pvt. Ltd. & Anr. v. Shailesh Gupta & Anr.***, 2002 SCC OnLine Del 239;
- ***Satyam Infoway Ltd. v. Siffynet Solutions (P) Ltd.***, (2004) 6 SCC 145;
- ***Ruston & Hornsby Ltd. v. Zamindara Engineering Co.***, (1969) 2 SCC 727;
- ***Cadila Health Care Ltd. v. Cadila Pharmaceuticals Ltd.***, (2001) 5 SCC 73;
- ***Century Traders v. Roshan Lal Duggar & Co.***, 1977 SCC OnLine Del 50.

20. The learned Counsel for the Plaintiff submitted that the present Suit is filed *quia timet qua* passing off as at the time of filing of the Suit, the Plaintiff had a real and a tangible threat that the Defendant would enter the business of travel booking and related services any time soon. It was further submitted that it is a settled law that the law on infringement and passing off would also be applicable on a *quia timet* action. The learned Counsel for the Plaintiff has relied upon the following judgments in support of this submission:

- ***M/s. Jawahar Engineering Co. and others v. M/s. Jawahar Engineers Pvt. Ltd.***, 1983 SCC OnLine Del 41;
- ***Intel Corporation v. Harpreet Singh & Ors.***, 2018 SCC OnLine Del 7264;



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- ***Mars Incorporated v. Kumar Krishna Mukerjee & Ors.***, 2002 SCC OnLine Del 1218.

21. The learned Counsel for the Plaintiff submitted that use of the similar Mark by third parties cannot be a defense to an illegal act of infringement and passing off by the Defendant. The Plaintiff is not expected to sue each and every insignificant infringer. It was further submitted that a Mark common to the Register of Trade Marks does not mean that the Mark is common to the trade. The learned Counsel for the Plaintiff relied upon the following decisions in support of this submission:

- ***National Bell Co. v. Metal Goods Mfg. Co. (P) Ltd. & Anr.***, (1970) 3 SCC 665;
- ***Pankaj Goel v. Dabur India Ltd.***, 2008 SCC OnLine Del 1744;
- ***Glaxosmithkline Pharmaceuticals Ltd. v. Horizon Bioceuticals Pvt. Ltd. & Anr.***, 2023 SCC OnLine Del 2065;
- ***Rajesh Chugh & Anr. v. Chhavi Poplai & Others***, 2019 SCC OnLine Del 6717;
- ***Goenka Institute of Education & Research v. Anjani Kumar Goenka & Anr.***, 2009 SCC OnLine Del 1691;
- ***Dr. Reddy's Laboratories Ltd. v. Reddy Pharmaceuticals Limited***, 2004 SCC OnLine Del 668;
- ***Lupin Limited v. Eris Lifesciences Pvt. Ltd. & Ors.***, 2015 SCC OnLine Bom 6807;
- ***Shree Nath Heritage Liquor Pvt. Ltd. v. M/s. Allied Blender & Distiller Pvt. Ltd.***, 2015 SCC OnLine Del 10164.

22. The learned Counsel for the Plaintiff submitted that the balance of convenience lies in favour of the Plaintiff while relying on the decision of



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this Court in *Automatic Electric Limited v. R.K. Dhawan & Anr.*, 1999 SCC OnLine Del 27. At the time of the filing of the present Suit, the Defendant was yet to commence its business under the Impugned Mark ‘BOOKMYYATRA’ and ‘BOOKMYYATRA.COM’. The website bearing the Impugned Mark, www.bookmyyatra.com was also under construction. The Defendant is in the business of meetings, incentives, conferences and events (MICE) and has been carrying on its business under the Corporate / Trade Name, ‘Mach Conferences & Events Limited’ through its official website, www.machconferences.com. The Defendant has adopted a deceptively similar Mark with the Plaintiff’s Trade Mark ‘YATRA’ and ‘YATRA.COM’. The Defendant has adopted ‘BOOKMY’ from another well-known third-party Mark ‘BOOKMYSHOW.COM’ and clubbed it with the Plaintiff’s Mark ‘BOOKMYYATRA.COM’. It is evident that the adoption of deceptively similar Marks ‘BOOKMYYATRA’ and ‘BOOKMYYATRA.COM’ are in bad faith.

23. The learned Counsel for the Plaintiff submitted that the principle of ‘anti-dissection’ does not impose an absolute embargo upon the consideration of the constituent elements of a composite Mark. The said elements may be viewed as a preliminary step on the way to an ultimate determination of probable customer reaction to the conflicting composites as a whole. Thus, the principle of ‘anti-dissection’ and identification of ‘dominant mark’ are not antithetical to one another and if viewed in a holistic perspective, the said principles rather complement each other. The learned Counsel for the Plaintiff relied upon the following decisions in support of this submission:



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- ***M/s South India Beverages Pvt. Ltd. V. General Mills Marketing Inc. & Anr.***, 2014 SCC OnLine Del 1953;
- ***Crompton Greaves Consumer Electricals Limited v. V-Guard Industries Limited***, 2024 SCC OnLine Del 1838;
- ***United Biotech Pvt. Ltd. v. Orchid Chemicals & Pharmaceuticals Ltd. & Ors.***, 2012 SCC OnLine Del 2942;
- ***Foodlink F and B Holdings Private Limited v. Wow Momos Foods Private Limited***, 2023 SCC OnLine Del 4719;
- ***Wow Momos Foods Private Limited v. Foodlink F and B Holdings Private Limited***, FAO(OS)(COMM) 181/2023;
- ***Kishore Kumar v. L. Chuni Lal Kidarnath and Anr.***, 2010 SCC OnLine Del 91;
- ***Serum Institute of India Limited v. Green Signal Bio Pharma Ltd. & Anr.***, 2011 SCC OnLine Bom 696.

24. In view of the above, the learned Counsel for the Plaintiff submitted that the Defendant's Impugned Mark 'BOOKMYYATRA' subsumes the Plaintiff's Trade Mark 'YATRA' in entirety and the other Impugned Trade Mark 'BOOKMYYATRA.COM' of the Defendant also subsumes the Plaintiff's Trade Mark 'YATRA.COM' in entirety. The deceptive similarity includes phonetic, visual and conceptual similarity. These deceptive similar Marks have been adopted by the Defendant for identical services, i.e., travel booking and related services. Hence, there is a strong likelihood of confusion. Therefore, the Defendant is guilty of infringement of the Plaintiff's statutory rights in the registered Trade Marks and passing off the Plaintiff's Trade Mark.





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25. It was submitted that this Court has granted an *ex-parte ad-interim* relief in Paragraph No. 42 of order dated 09.12.2024, which reads as under:

“42. Accordingly, till the next date of hearing, the defendant its partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents distributors, stockists, representatives, licensees and anyone acting for or on its behalf directly or indirectly, as the case may be, are restrained from selling, advertising, manufacturing, mentioning on their websites or any third party website, dealing in any manner whatsoever, including as a part of its trade name and also as part of its domain name/website <BOOKMYYATRA.COM> or otherwise using, the marks ‘BOOKMYYATRA’ and ‘BOOKMYYATRA.COM’ amounting to infringement, passing off, misrepresentation, unfair competition, dilution and tarnishment of the plaintiff’s trade marks ‘YATRA.COM’, ‘YATRA WITH DEVICE (Device)

i.e.  , ‘YATRA FREIGHT’ and ‘YATRA FREIGHT’

(Device) i.e. , and also passing off of the plaintiff’s trade mark ‘YATRA’.”

26. Accordingly, the learned Counsel for the Plaintiff submitted that the aforesaid *ad-interim* injunction be confirmed till the final hearing and disposal of the present Suit.

SUBMISSIONS ON BEHALF OF THE DEFENDANT:

27. The learned Counsel for the Defendant submitted that the Plaintiff does not have any right in the word ‘YATRA’ in Class 39 in relation to travel and related services. The learned Registrar of Trade Marks has refused to grant any right to the Plaintiff on the word ‘YATRA’ while granting registration of the Trade Mark ‘YATRA WITH DEVICE (Device) i.e.,



, in Application Nos. 1521727, 1521728 and 1521729 in Class 39. The Plaintiff has accepted the disclaimer with respect to not



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having exclusive right for the word 'YATRA', the Plaintiff cannot detach itself from the said disclaimer and claim a larger right. The Plaintiff also does not have any registration in respect of 'YATRA.COM' in Class 39 as the Application No. 2260824 in relation to 'YATRA.COM' in Class 39 was opposed by Cox and Kings Ltd. and since then, the registration has not been granted.

28. It was submitted that the Plaintiff has got the Mark 'YATRA.COM' registered in other Classes being 38, 41, 12, 45, 18 and 16, in which the Plaintiff has not been doing any business or providing any services, and has obtained registration of these Marks in other Classes nearly to squat on the word 'YATRA' because the Plaintiff could not get the same registered in Class 39. The Plaintiff has not been conducting any business in respect of telecommunication, education, legal services, vehicles, paper cardboard, leather made goods, clothing, footwear, scientific and technological services. The registration of the Plaintiff in other Classes is with *malafide* intention to misinterpret and claim that the rights from the said registrations extend to Class 39 as well. As the Plaintiff can never get any right over the word 'YATRA' in relation to services prescribed in Class 39, the Plaintiff has tried to mislead by referring other applications. The Plaintiff has been trying to somehow obtain registration for the word 'YATRA' in Class 39, but so far has failed in its all attempts.

29. It was submitted that registration of a Trade Mark is a notice to the world of the rights of the holder therein. Where a mark has been registered with a disclaimer, that is also a notice to the world. A party who holds such a mark with a disclaimer, cannot later claim a right over the word which is part of the disclaimer. In the present case, the Plaintiff having not challenged



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or objected to the disclaimer put by the Registrar of Trade Marks, the Plaintiff is not entitled to drop the disclaimer. The learned Counsel for the Defendant relied upon the decision in ***Parakh Vanijya Private Limited v. Baroma Agro Product and Others***, 2018 SCC OnLine SC 686 in support of this submission.

30. The learned Counsel for the Defendant submitted that out of the sixty nine domain names, mentioned by the Plaintiff, sixty seven domain names are not working as the same have been abandoned and not in use. It is clear that the Plaintiff is merely squatting on these domain names only to prevent others from using them.

31. The word 'YATRA' is a generic descriptive word. The Plaintiff also does not have any common law right in the word 'YATRA' as the same has been used by innumerable travel operators all over India since a long period of time, as part of their business names. The word 'YATRA' is a common name in relation to travel and tour services as it denotes and is the Hindi word for travel. The Defendant has filed voluminous documents in relation to the dominant use of the word 'YATRA'. The primary meaning and significance of the word 'YATRA' is well-known and it continues to hold when it is referred, everyone knows that it is about a journey and not about the Plaintiff. No user can have a monopoly over the word 'YATRA' in relation to travel and tour services as it merely describes the nature of business / services provided.

32. The learned Counsel for the Defendant submitted that there are several Trade Mark Registrations and Applications in respect of the word 'YATRA' in Class 39 as well as other Classes. If any right of the Plaintiff in the word 'YATRA' is recognized, it will result in shutting down all such



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travel operators across India, who use the word 'YATRA' in their businesses for several decades. As a result, the learned Registrar of Trade Marks has also refused the registration of the word 'YATRA' to the Plaintiff. Presently, there are 48 Trade Marks in Class 39 and 280 Trade Marks in other Classes, which contain the word 'YATRA'. When the Plaintiff deliberately chose a generic descriptive word 'YATRA' for its business name / mark / website in relation to travel, tour and related services, the Plaintiff was fully aware that there were already several other such businesses.

33. The learned Counsel for the Defendant submitted that the Defendant being in the MICE segment, has been involved in travel and accommodation bookings, tour planning, leisure activities and arrangements. The Defendant wishes to use its vast experience by expanding into the travel industry and the Plaintiff has stopped the Defendant from entering its domain. At the same time, the Plaintiff is entering the MICE segment, which is the domain of the Defendant by foul means.

34. The learned Counsel for the Defendant submitted that the Impugned Trade Marks 'BookMyYatra' and 'BookMyYatra.com', if seen, read and pronounced as a whole are distinctly different from the Plaintiff's Trade Marks 'YATRA' and 'YATRA.COM'. The Plaintiff has deliberately misrepresented and sought prayers against the Impugned Trade Marks by using the Mark 'BOOKMYYATRA' and 'BOOKMYYATRA.COM' instead of 'BookMyYatra' and 'BookMyYatra.com'. There is no visual, conceptual or phonetic similarity between the Impugned Marks and the Plaintiff's Trade Marks.

35. The learned Counsel for the Defendant submitted that there cannot be any confusion in distinguishing the Marks of the Defendant from the



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Plaintiff's. It is inconceivable that the Plaintiff, which claims to have a large corporate clientele, could claim that its clientele would be confused between the offerings of the Defendant and the Plaintiff.

36. The learned Counsel for the Defendant further submitted that the combination of 'Book' and 'My' has become common for online businesses and several businesses combine this word with other words to invent new unique Marks / Names, which have never been used in conjunction before such as 'BookMyShow', 'BookMySport', 'BookMyTrip', 'BookMyBus', 'BookMyForex' and 'MakeMyTrip', to carve out their own identities. Likewise, the phrase 'BookMyYatra' is an invented Mark, unlike 'YATRA' which is purely a single generic descriptive word common to the travel industry. In case of descriptive words, even a small distinction is enough to allow the other Marks to exist. It is not alleged that there is any element of deceptiveness in the Defendant's Mark as it clearly distinguishes from 'YATRA'.

37. The learned Counsel for the Defendant relied upon the decision of this Court in *Nilkamal Crates and Containers & Anr. v. Ms. Reena Rajpal & Anr.*, Neutral Citation: 2023:DHC:8087 wherein it was held that rival marks are to be considered as whole marks, and not by vivisecting them into their individual components and that the principle also finds its statutory *avatar* in Section 17 of the Trade Marks Act, 1999 ("Act"), which specifically holds that plaintiffs are entitled to claim exclusivity over a registered mark as a whole and not over individual parts of the mark, unless such parts are registered by themselves as marks.

38. It was submitted by the learned Counsel for the Defendant that the amount of expenditure on advertisements by the Plaintiff would not give any



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right over the word 'YATRA' as the same has not acquired 'secondary meaning'. The Plaintiff has not filed any documentary evidence, showing that use of the word 'YATRA' has acquired a secondary meaning or significance amongst the public at large in India. It was submitted that a descriptive Mark can acquire a secondary meaning 'where the trade mark has been used for such a long period of time of many years that the mark is unmistakably and only and only relatable to one and only source'. A descriptive Mark acquires secondary significance when it has displaced the primary significance and meaning of the word. Secondary significance would mean that other traders in that line of trade acknowledge that such common word has come to denote the goods belonging to a particular trader. It was submitted that the word 'YATRA' has not acquired a secondary meaning as it has not replaced the primary meaning of the word 'YATRA' which means travel and being used widely by others without identifying the word 'YATRA' only with the Plaintiff alone.

39. The Plaintiff has never claimed a well-known status of the Trade Mark 'YATRA' or that it has acquired a secondary meaning before the learned Registrar of Trade Marks. Whenever the learned Registrar of Trade Marks raised any objection citing existing Marks of other proprietors consisting the word 'YATRA', the Plaintiff has tried to distinguish the other Marks claiming differences in goods and services offered. Hence, the Plaintiff has given up any claim for the word 'YATRA' being a well-known mark. Further, no declaration has been sought in the Suit for declaring the Trade Mark 'YATRA' as a well-known mark.

40. The learned Counsel for the Defendant has relied upon the following cases in support of his submissions:



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- ***BigTree Entertainment Pvt. Ltd. v. Brain Seek Sportainment Pvt. Ltd. & Anr.***, Neutral Citation: 2017:DHC:7767;
- ***People Interactive (India) Pvt. Ltd. v. Vivek Pahwa & Ors.***, 2016 SCC Online Bom 7351;
- ***Juice Generation Inc. v. GS Enters LLC***, 2015 U.S App. LEXIS 12456;
- ***Office Cleaning Services LD. V. Westminster Window and General Cleaners LD.***, (1946) 63 RPC 39;
- ***Radio Taxicabs (London) Ltd. v. Owner Driver Radio Taxi Services Ltd.***, [2004] RPC 351;
- ***Kamdheni Ltd. v. Registrar of Trade Marks***, 2023 SCC Online Del 3913;
- ***J.R Kapoor v. Micronix India***, 1994 Supp (3) SCC 215;
- ***Pernod Ricard India Pvt. Ltd. v. A.B Sugars Limited***, 2023 SCC OnLine Del 6966;
- ***PhonePe Private Limited v. EZY Services & Anr.***, 2021 SCC OnLine Del 2635;
- ***Ayushakti Ayurved Pvt. Ltd. v. Hindustan Lever Limited***, 2003 SCC OnLine Bom 404;
- ***Vijay Kumar Ahuja v. Lalita Ahuja***, 2001 SCC OnLine Del 1215.

41. In view of the above, it was submitted that the present Application for grant of interim relief during the pendency of the Suit be dismissed and the *ad-interim* relief granted *vide* order dated 09.12.2024 be vacated.




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**ANALYSIS AND FINDINGS:**

42. The Plaintiff has filed the present Application seeking injunction against the use of the Marks 'BOOKMYYATRA' and 'BOOKMYYATRA.COM' by the Defendant claiming infringement, misrepresentation, unfair competition, dilution and passing off of the Plaintiff's Trade Marks 'YATRA.COM', 'YATRA WITH DEVICE (Device)

i.e., , 'YATRA FREIGHT' and 'YATRA FREIGHT (Device)

i.e., , and also passing off of the Plaintiff's Trade Mark 'YATRA'.

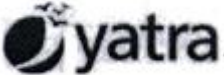

43. The Plaintiff has claimed that the Plaintiff has various 'YATRA' formative Marks and also uses 'YATRA' as part of its Trade Name / Corporate Name since the year 2006. The Plaintiff is the registered proprietor of the following 'YATRA' formative Marks in Class 39, i.e., for travel and related services:

S. No.	Trade Marks	Registration No.	Application Date	User Date	Class
1.	YATRA WITH DEVICE  (Device)	1521727	03.01.2007	01.04.2006	39
2.	YATRA WITH DEVICE  (Device)	1521728	03.01.2007	01.04.2006	39



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3.	YATRA WITH DEVICE  (Device)	1521729	03.01.2007	Proposed to be used	39
4.	YATRA FREIGHT	4743850	12.11.2020	21.09.2020	39
5.	YATRA FREIGHT (LOGO)  (Device)	4743851	12.11.2020	21.09.2020	39

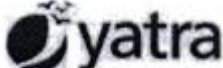
44. While granting the above registrations, the learned Registrar of Trade Marks has put a disclaimer that ‘No exclusive right for the word YATRA’. The Plaintiff claims that the said disclaimer does not prevent the Plaintiff from claiming exclusivity over the Mark ‘YATRA’ as the same is most dominant and essential feature of the Plaintiff’s Trade Marks registration.

45. The Plaintiff has claimed that the Defendant’s Impugned Trade Marks ‘BOOKMYYATRA’ and ‘BOOKMYYATRA.COM’ are deceptively similar to the Plaintiff’s Marks ‘YATRA’ and ‘YATRA.COM’. The Plaintiff has relied upon the following table for showing the comparison:



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PLAINTIFF'S REGISTERED TRADE MARK	DEFENDANT'S IMPUGNED MARKS
YATRA WITH DEVICE 	BOOKMYYATRA
YATRA.COM	BOOKMYYATRA.COM

46. The Plaintiff has submitted that due to long, consistent and extensive use over 19 years, the Plaintiff's Trade Marks 'YATRA' and 'YATRA.COM' have acquired goodwill, reputation and secondary significance as these Marks are exclusively associated with the Plaintiff alone.

47. The Defendant has contended that the disclaimer makes it clear that the Plaintiff cannot claim exclusive right over the word 'YATRA' although the same may be significant part of the Plaintiff's registered Device Marks. It was submitted by the Defendant that the Plaintiff has no registration over the word 'YATRA' as the same forms part of the disclaimer. It was also submitted that the Plaintiff cannot claim a larger right over the word 'YATRA' when the same is excluded specifically by way of the disclaimer.

48. The Plaintiff has submitted that the adoption of the Impugned Trade Marks 'BOOKMYYATRA' and 'BOOKMYYATRA.COM' are intentional, deliberate and in bad faith as the Defendant was already aware about the Plaintiff being one of the leading players in the online tour and travel booking and related services industry.

49. The Defendant, however, has submitted that the word 'YATRA' is a generic and descriptive word which means journey in Hindi and is widely used across India in relation to travel services by numerous businesses



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involved in the said services. It was submitted that no one can have monopoly over the word 'YATRA' in relation to travel and tour services as is descriptive of the nature of the business and the services provided.

50. The Plaintiff has submitted that the use of Marks by a third-party cannot be a defense to an illegal act of infringement and passing off by the Defendant as it is not expected to sue each and every insignificant infringement.

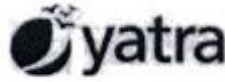
51. The Plaintiff has contended that the balance of convenience lies in favour of the Plaintiff as the present Suit is a *quia timet* action since the Defendant has not commenced the use of the Impugned Trade Marks at the time of filing of the Suit and have been restrained from using the same in view of the *ex-parte ad-interim* injunction granted *vide* order dated 09.12.2024 by this Court. Hence, no prejudice would be caused to the Defendant as the Defendant can conduct its business of travel booking and related services under any other Trade Name / Mark, which is not deceptively similar to the Plaintiff's Trade Mark.

52. It is a settled law that the generic and commonly descriptive marks, which describe the nature of the business or the services cannot be exclusive to the proprietor of the registered trade mark. Section 30 of the Act provides for limits on the effect of the registered trade mark when the use of the mark in relation to goods or services indicates the kind, quality, quantity, intended purpose, value, geographical origin, the time of production of goods or rendering of services or other characteristics of goods or services.

53. Admittedly, the word 'YATRA' is a synonym for travel in Hindi. The Plaintiff claims that the Mark 'YATRA' is the most dominant and essential feature of the Plaintiff's Trade Marks 'YATRA.COM', 'YATRA WITH



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DEVICE (Device) i.e., , ‘YATRA FREIGHT’ and ‘YATRA



FREIGHT (Device) i.e., . Although, it can be said that Mark ‘YATRA’ is dominant and essential part of the registered Device Mark of the Plaintiff, the Plaintiff cannot claim monopoly on the Mark ‘YATRA’ as the same is generic, commonly descriptive for the service of travel and tourism. When the Plaintiff has adopted words in common use for its own Trade Name / Corporate Name, it runs the risk of the same Mark being used by others. The generic or commonly descriptive word can never become trade marks on their own as they never acquire distinctiveness or a secondary meaning. These words do not indicate origin or source. It is settled law that words used in everyday language cannot be allowed to be monopolized.

54. The word ‘YATRA’ cannot be said to have acquired a secondary meaning. For acquiring a secondary meaning, the primary meaning of the said expression has to be lost and left behind. The claim of a secondary meaning has to satisfy that although the primary meaning of the expression with which it began, no longer means what it used to prior to the adoption by the Plaintiff. Hence, to hold that ‘YATRA’ has acquired a secondary meaning, the Plaintiff has to demonstrate uninterrupted use for considerable length without any competitor attempting to use the said Mark. For ‘YATRA’ to acquire a secondary meaning and to be associated exclusively with the Plaintiff, it has to be explained the primary meaning of the word ‘YATRA’, which has said to have been lost.

55. The fact that ‘YATRA’ is a generic and descriptive word is also evident from the disclaimer of the learned Registrar of Trade Marks while



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granting the Device Marks of the Plaintiff. The Plaintiff has relied upon the decision of *Ashok Chandra Rachit* (*supra*) to argue that the disclaimer does not affect the rights of the proprietor with respect to the part that has acquired any right due to prolonged use of those parts in respect of the services provided by the Plaintiff. However, if the disclaimed word is generic in nature, the prolonged use of the same cannot confer the Plaintiff with the right to claim passing off.

56. The Defendant has relied upon the case of *Pernod Ricard* (*supra*), which holds that the plaintiff cannot claim infringement of the mark, which is part of disclaimer as the same cannot constitute the basis for the infringement. As the word 'YATRA' is specifically disclaimed by the learned Registrar of Trade Marks, which has been accepted by the Plaintiff, the same cannot be the basis for alleging infringement of the said Trade Mark.

57. The disclaimers are placed so that the proprietor of the registered mark does not try to expand the right beyond their legitimate bounds or claim special advantages in the disclaimed portions. The Plaintiff's registered marks are Device Marks and not Word Marks. Hence, no infringement can be brought merely because of the use of the word 'YATRA' by the Defendant as 'YATRA' is a generic and a descriptive word.

58. The Defendant has placed on record the documentary evidence showing use of the word 'YATRA' by third parties and also 'YATRA' being part of various Trade Marks registered in Class 39. Hence, 'YATRA' cannot be held to be a well-known mark that is unmistakably relatable to the only source, i.e., the Plaintiff.

59. For the Mark to be declared as a well-known Mark, the Plaintiff has to follow the procedure under Rule 124 of the Trade Mark Rules, 2017



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("Rules") and also qualify to be a well-known Trade Mark as defined in Section 2(zg) of the Act. The Act and Rules require that a well-known trade mark is such mark that would indicate a connection of the goods or services to the person using the mark so that any other use of the said mark would be likely to be taken as indicating the connection with that person. For declaration of a mark as a well-known trade mark, the conditions and factors provided under the Act and Rules have to be satisfied. The Plaintiff has not followed any such procedure for declaring 'YATRA' as a well-known Mark associated with the Plaintiff. The Plaintiff has also not sought any such declaration in this Suit. Given that 'YATRA' is a generic and descriptive word, it would not be open for the Plaintiff to claim it as a well-known Mark.

60. When the Defendant's Trade Mark is viewed as a whole, the same is distinguishable by the prefix 'BookMy'. The Defendant claims that the Defendant does not have a logo / device and only has Word Marks 'BookMyYatra' and 'BookMyYatra.com', with B, M and Y in capitals and rest in small case, while the Plaintiff's use of word 'YATRA' is all in small case in Red and a particular style. This argument of the Defendant has merit as the Word Marks 'BookMyYatra' and 'BookMyYatra.com' are distinctive with the use of prefix before the word 'YATRA'.

61. The argument of the Plaintiff that 'BookMy' has been adopted from another well-known third-party website, i.e., 'BookMyShow.com' and clubbed with the Plaintiff's Mark 'YATRA.COM' cannot be accepted as this Court in case of *BigTree Entertainment (supra)* has held that the words 'BOOKMY' are descriptive in nature and the trade mark 'BOOKMYSHOW' had not acquired a distinctive meaning for grant of





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injunction against the use of the prefix 'BOOKMY'. Hence, the Defendant's Marks 'BookMyYatra' and 'BookMyYatra.com' do not violate any Trade Mark in 'BOOKMY' or 'YATRA' disjunctively or collectively as a whole.

62. It is also settled law that '.com' is a Top Level Domain ("TLD") and is entirely generic and cannot have any distinctiveness at all as no one can claim exclusivity in any TLD or any domain suffix of any level. In view of the same, 'YATRA.COM' also cannot be protected differently than 'YATRA' as the disclaimer for the word 'YATRA' at the time of registration of

'YATRA WITH DEVICE (Device) i.e., ', 'YATRA FREIGHT' and 'YATRA FREIGHT (Device) i.e., ', will also apply to 'YATRA.COM' in Class 39.

63. As 'YATRA' and '.com' both are generic and commonly descriptive, 'YATRA.COM' also is generic and cannot be protected under common law of passing off. Hence, the Defendant cannot be prevented from using the Impugned Trade Marks 'BOOKMYYATRA' and 'BOOKMYYATRA.COM'.

64. Accordingly, no *prima facie* case is made out for granting the interim injunction against the Defendant restraining from using the Marks 'BOOKMYYATRA' / 'BOOKMYYATRA.COM' and the domain name / website, www.bookmyyatra.com. As a result, the present Application is dismissed.

TEJAS KARIA, J

AUGUST 22, 2025

'SMS'