



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO. 33516 OF 2025

IN

COMMERCIAL IP SUIT (L) NO. 33505 OF 2025

Generali Central Life Insurance

Company Limited

...Applicant/Plaintiff

Versus

Union Of India Through The

Department Of Telecommunications & Ors.

...Defendant

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Mr. Venkatesh Dhond, Sr. Adv. a/w Mr. Vishal Kanade, Ms. Aruna Roy, Mr. Devashish Godbole, Mr. Prasad Nagargoje, for the Applicant/Plaintiff.

Mr. Ashish Mehta i/b Ethos Legal Alliance, for Defendant Nos.1 and 2.

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CORAM : ARIF S. DOCTOR, J.

DATE : 16<sup>th</sup> OCTOBER, 2025.

P.C.

1. The matter is moved today for urgent ad-interim relief.
2. Mr. Mehta, learned Counsel appearing on behalf of Defendant Nos. 1 and 2, submits that he has only just been served with the papers. However, given the gravity and seriousness of the issue involved, he states that he will nevertheless assist the Court.
3. Mr. Dhond, Learned Senior Counsel appearing on behalf of the Applicant, submits that the Applicant has been the victim of a cyber-attack, by which Applicant's confidential data which he points out has been more

particularly set out in paragraph 18 of the Complaint, has been hacked. He states that, at present, the Applicant/Plaintiff has no details of the hacker save and except that the hacker identifies itself as "Medusa". Defendant No. 3 has therefore been impleaded as a John Doe Defendant.

4. Mr. Dhond then draws my attention to the nature of the confidential data that has been compromised, pointing out that the same includes information pertaining to the Applicant, the Applicant business and also personal and confidential information and details of the customers of the Applicant. He further invites my attention to a screenshot of a threat posted on X (formerly Twitter), by which a time bound demand has been made upon the Applicant to make payment of a sum of USD 500,000 failing which the confidential information will be available to anyone who is willing to pay for such information. The screen shot has the following three options displayed: (a) "Add time 1 day - \$10,000", (b) "Delete all data\$500,000", and (c) "Download all data-\$500,000.

5. Mr. Dhond submits that the Applicant apprehends that if these demands are not met, the Applicants confidential data may be disseminated publicly or sold to third parties. It is in these circumstances that the Applicant/Plaintiff seeks urgent ad-interim reliefs in terms of prayer clauses (a)(i), (iv) and (v).

6. Mr. Dhond further submits that, in view of the alarming increase in online scams, cyber-attacks, and ransomware incidents, this Court has on an earlier occasion had granted similar reliefs in the case of HDFC Life

Insurance Company Ltd. v. Meta Platforms Inc., wherein this Court restrained an unknown entity (John Doe) from using, copying, publishing, distributing, transmitting, communicating, or disclosing to any person any confidential or proprietary information belonging to HDFC Life Insurance that was not in the public domain.

7. Basis the above Mr. Dhond submits that, given the past instances of such ransomware attacks, there is every likelihood that Defendant No. 3 may disseminate or sell the Applicants which will occasion grave and irreparable loss, harm and injury to the Applicant and its customers. He therefore prays that Defendant Nos. 1 and 2 be directed to issue necessary instructions to internet service providers, intermediaries. and other relevant authorities to remove, delete, block, and disable the accounts, domain names, phone numbers, and email addresses associated with such unlawful content.

8. Mr. Mehta, learned Counsel for Defendant Nos. 1 and 2, assures the Court that the said Defendants will extend their fullest cooperation to the Applicant.

9. Having heard Mr. Dhond and having considered the material placed before me, I am of the view that a strong prima facie case has been made out for the grant of ad-interim relief. The gravity of the consequences that may follow if the Applicant confidential data is made public or traded is overwhelming. The balance of convenience is clearly in favour of the Applicant for the grant of ad interim reliefs as prayed for.

10. Hence, there shall be ad-interim relief in terms of prayer clauses (a)

*Vaibhav*

(i), (iv), and (v), which read as follows:

*"a. Pending hearing and final disposal of this Suit, this Hon'ble Court be pleased to:*

*i. pass an order of temporarily injunction restraining Defendant No.3 and their directors, proprietors, operators, partners, employees, agents, servants and affiliates and any persons claiming through them from using, copying, publishing, distributing, transmitting, communicating or disclosing to any person the Confidential Data stolen by Defendant No.3 from the Plaintiff and any other information relating to the Plaintiff that is not available in the public domain by any medium whatsoever or on any platform whatsoever;*

*iv. pass an order directing Defendant Nos. 1 and 2 to take all steps necessary to: (1) forthwith remove, delete, block and disable accounts, content, domain names, and phone numbers and email addresses in relation to the Confidential Data stolen by Defendant No.3 from the Plaintiff, and (2) within 24 hours of intimation by the Plaintiff remove, delete, block and disable accounts, content, domain names, and phone numbers and email addresses associated with such accounts that may use, copy, publish, distribute, transmit, communicate or otherwise disclose any Confidential Data stolen by Defendant No.3 from the Plaintiff and/or any Confidential Data relating to the Plaintiff, and file an affidavit of compliance in that regard before this Hon'ble Court;*

*v. pass an order directing Defendant Nos. 1 and 2 to take all necessary steps to remove, delete, block and disable accounts, content, domain names, and phone numbers and email addresses associated with such accounts, that use the Plaintiff's name, likeness or marks within 24 hours of intimation by the Plaintiff and file an affidavit of compliance in that regard before this Hon'ble Court;"*

11. Stand over to **12<sup>th</sup> November 2025** on which date the Court shall also consider for the grant of further ad-interim relief as also compliance.

**[ARIF S. DOCTOR, J.]**