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

Date of Decision: 16<sup>th</sup> October, 2025

+ CS(COMM) 577/2025 & I.A. 20489/2025, I.A. 20564/2025

BIMA SUGAM INDIA FEDERATION

.....Plaintiff

Through: Mr. Akhil Sibal, Sr. Adv. with Ms. Swati Sharma, Mr. Rohin Kolwal, Ms. Ridhie Bajaj, Mr. Sugandh Shahi and Mr. Pundreek Dwivedi, Advocates

versus

A RANGE GOWDA & ORS.

.....Defendants

Through: Mr. Ashish Mohan, Sr. Adv. with Mr. Paritosh Dhawan, Advocate for D-1 Mr. Mrinal Ojha, Mr. Debarshi Dutta, Mr. Arjun Mookerjee and Mr. Yogesh Singh, Advocates for D-2

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

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**J U D G M E N T**

**MANMEET PRITAM SINGH ARORA, J:**

**I.A. 14214/2025 (Under Order XXXIX Rule 1 and 2 CPC)**

1. The present suit has been filed by the Plaintiff seeking permanent injunction restraining Defendant No. 1 from passing off the Plaintiff's 'BIMA SUGAM' mark.
2. This is an application under Order XXXIX Rules 1 and 2 of the Code



of Civil Procedure, 1908 ['CPC'] filed by the Plaintiff seeking temporary injunction restraining Defendant No. 1 from using the mark 'BIMA SUGAM'/  or any other trademark which is deceptively similar to the Plaintiff's 'BIMA SUGAM' mark in any manner.

Additionally, the Plaintiff is seeking a direction to Defendant No. 1 to transfer the ownership of domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) including the website hosted thereto in favour of the Plaintiff.

3. This Court vide order dated 29<sup>th</sup> May 2025 has granted an ad-interim injunction order restraining Defendant No. 1 from using the mark 'BIMA SUGAM'/  or any other trademark, which is deceptively similar to the Plaintiff's 'BIMA SUGAM' mark in any manner including restrain against using the [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in). In addition, Defendant No. 2 has been directed to lock and suspend the said domain names.

4. The direction which is the subject matter of consideration of this order is prayer clause (b) of the application whereby the Plaintiff seeks a direction to Defendant No. 2 [the domain name registrar] to transfer the ownership of the domain names, [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) including the website hosted thereto in favour of the Plaintiff.

#### **CASE SET UP THE PLAINTIFF**

5. Mr. Akhil Sibal, learned senior counsel for the Plaintiff has set up the Plaintiff's case as under: -

5.1. The Plaintiff is a not-for-profit company incorporated under Section 8 of the Companies Act, 2013. It was established by the Insurance Regulatory



and Development Authority of India [‘IRDAI’] in pursuance to the IRDAI (Bima Sugam - Insurance Electronic Marketplace) Regulations, 2024 [‘Bima Sugam Regulations’] for the establishment of the ‘Bima Sugam- Insurance Electronic Marketplace’ [‘BIMA SUGAM Marketplace’].

5.2. The said Marketplace is intended to be a one stop shop for all insurance related queries, including policy purchase, claim settlement, insurance advice and grievance redressal. The digital platform is intended to enable the intermediaries including agents to provide services to policy holders with no additional cost to the agents. The platform is intended to democratise the insurance sector and enable other players to also integrate their services such as the financial institutions. The platform is being formed with a vision of ‘Insurance for all by 2047’.

5.3. On 25<sup>th</sup> August 2022, Mr. Debasish Panda, Chairman, IRDAI announced the upcoming BIMA SUGAM Marketplace. The same was covered by the CNBC TV-18. Thereafter, on 30<sup>th</sup> August 2022, the IRDAI Chairman publicly announced the upcoming BIMA SUGAM Marketplace at the 16<sup>th</sup> Health Insurance Summit 2022 organised by Confederation of Indian Industry [‘CII’] in support with IRDAI; since then, BIMA SUGAM Marketplace has been widely publicised online as well as through electronic media and has captured the imagination of the entire nation and the Indian insurance sector, in particular. The wide coverage received by these announcements between 25<sup>th</sup> August 2022 to 30<sup>th</sup> September 2022 in print and electronic media has been enlisted in the Note dated 05<sup>th</sup> September 2025, filed by the Plaintiff; and the documents evidencing the coverage are placed on record as Document No. 10 with the paper-book.

5.4. BIMA SUGAM Marketplace has been hailed as a game changer for



the insurance industry and has accrued substantial goodwill even before the actual launch of the BIMA SUGAM Marketplace. The extensive media coverage has enhanced the recognition and distinctiveness of the ‘BIMA SUGAM’ mark in India, creating a strong association between the BIMA SUGAM Marketplace and the IRDAI, particularly with the Plaintiff, who has been entrusted by the IRDAI to build and operate the platform. Consequently, the public now exclusively associates the ‘BIMA SUGAM’ name and mark with the Plaintiff and its marketplace.

5.5. The mark ‘BIMA SUGAM’ is a coined term, comprising of a unique combination of the Hindi-language dictionary words ‘BIMA’ and ‘SUGAM’, which when translated to English mean ‘insurance’ and ‘accessible’/ ‘easy to understand’ respectively.

5.6. Vide trademark application number 6394121 dated 17<sup>th</sup> April 2024, the Plaintiff has applied for registration of the trademark ‘BIMA SUGAM’ in Classes 9, 16 and 36.

5.7. The Plaintiff also desire to register and use the domain name [www.bimasugam.com](http://www.bimasugam.com) for the BIMA SUGAM Marketplace platform, as the said domain name, incorporates the Plaintiff’s ‘BIMA SUGAM’ mark and serves as a distinctive identifier for the Plaintiff’s marketplace.

5.8. Defendant No. 1, who appears to be an insurance agent dealing in selling of insurance products has been misleading the public by falsely associating himself with the Plaintiff’s BIMA SUGAM Marketplace.

5.9. Shortly, after the public announcement of the Plaintiff’s BIMA SUGAM Marketplace; Defendant No. 1, in October 2022, in bad faith and with malafide intentions registered the Top-Level domains [‘TLDs’] [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) [hereinafter referred to as



‘impugned domain names’] with Defendant No. 2 – [a domain name registrar-‘DNR’].

5.10. In these impugned domain names, Defendant No. 1 claims to be the ‘Founder of Bima Sugam and Proprietor in India’ and appears to have

adopted a logo  [‘impugned logo’]; purportedly in relation to its trading concern by the name ‘M/s Bima Sugam Digital Solutions’, both of which, incorporate the Plaintiff’s ‘BIMA SUGAM’ mark in its entirety.

5.11. Upon learning about the aforesaid activities of Defendant No. 1; Life Insurance Council [stakeholder of the Plaintiff] issued a legal notice dated 31<sup>st</sup> May 2024 to Defendant No. 1 thereby calling upon Defendant No. 1 to cease the use of the impugned domain names and transfer the same to the Plaintiff. In response to the said legal notice, Defendant No. 1 vide its reply dated 05<sup>th</sup> June 2024, demanded INR 50 crores towards reasonable compensation for transferring the impugned domain names.

5.12. Defendant No. 1 is also using ‘BIMA SUGAM’ mark on various social media handles to market insurance policies/products, thereby creating a false impression of affiliation with the Plaintiff and its marketplace, solely with the intention to deceive the consuming public and eventually to extort monies from the Plaintiff for giving up and transferring the registrations for the impugned domain names.

5.13. Furthermore, in and around late January-February 2025, the Plaintiff discovered that on 01<sup>st</sup> June 2024, Defendant No. 1 had filed applications for registration of the mark ‘BIMA SUGAM’ in several classes before the Trade Marks Registry, Chennai [i.e., Defendant No. 3 herein]. The details of Defendant No. 1’s trademark applications are provided at paragraph no. 38



of the plaint.

5.14. Subsequently, the Plaintiff filed a protest letter dated 03<sup>rd</sup> February 2025 with Defendant No. 3 praying for refusal of Defendant No. 1's trademark application no. 6461035, which is pending adjudication.

Defendant No. 3 has objected to Defendant No. 1's trademark application no. 6461035 under Section 11(1) of the Trademarks Act, 1999 ['Act of 1999'] citing likelihood of confusion with the Plaintiff's prior trademark application no. 6392416 for an identical mark. The Plaintiff's mark has been cited in the examination report dated 21<sup>st</sup> May 2025 issued by Defendant No. 3.

5.15. It is contended that the use of the impugned domain names by Defendant No. 1 is a deliberate and blatant attempt to confuse and deceive the users to purchase insurance and financial services under the mistaken belief that same are linked to BIMA SUGAM Marketplace operated by the Plaintiff and publicised by IRDAI.

5.16. Defendant No. 1 has acted in an opportunistic and malafide manner, and its actions of blocking the impugned TLDs, and subsequently refusing to relinquish said domain names to their rightful owner i.e., the Plaintiff, qualify as 'cybersquatting', and are likely to confuse consumers into drawing a false association between Defendant No. 1 and the Plaintiff's BIMA SUGAM Marketplace.

5.17. The Defendant No. 1's cost for registering the domain name was merely INR 5,000/- as is evident from the receipts. In this background, the Defendant No. 1's demand for INR 50 crores for transferring the impugned domain names to the Plaintiff also shows the malafide intent in registering the said name. Reliance is placed on **Acqua Minerals Limited v. Pramod**



**Borse<sup>1</sup>.**

5.18. The Plaintiff is entitled at this interim stage to transfer of the impugned domain names in its favour. Reliance is placed on **Pfizer Products Inc. v. Altamash Khan<sup>2</sup>, Eicher Ltd. v. Web Link India<sup>3</sup> and Tata Sky Ltd. v. Sachin Cody<sup>4</sup>.**

5.19. The BIMA SUGAM Marketplace is a product of statutory regulations issued by IRDAI. For the effective launch of the said Marketplace the use of the impugned TLDs “.com” and “.in” is imperative. If the Marketplace is launched without these TLDs, it will hinder the effective launch and widespread accessibility of the platform.

5.20. Aggrieved by the aforesaid facts and circumstances, the Plaintiff has filed the captioned suit along with the present application.

5.21. The Plaintiff undertakes that it will re-transfer the impugned domain names to Defendant No. 1 and compensated as directed, should the Court post-trial or while deciding I.A. 20489/2025<sup>5</sup> adjudicate in favour of Defendant No. 1.

**CASE SET UP BY DEFENDANT NO. 1**

6. Mr. Ashish Mohan, learned senior counsel for Defendant No. 1 has set up the Defendant No. 1's case as under: -

6.1. Defendant No. 1 is a career insurance professional with over fifteen [15] years standing in the insurance industry. The adoption and use of the expression 'BIMA SUGAM' by Defendant No. 1 is entirely bona fide, as it arises organically from his day-to-day work in the insurance business.

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<sup>1</sup> (2001) SCC OnLine Del 444 [Paragraphs 31 to 36 and 41 to 44]

<sup>2</sup> (2005) SCC OnLine Del 1388 [Paragraphs 13-18]

<sup>3</sup> 2002 SCC OnLine Del 714 [Paragraphs, 7, 8, and 10]

<sup>4</sup> 2011 SCC OnLine Bom 2126 [Paragraphs 10, 12, and 13]

<sup>5</sup> Application under Order VII Rule 11 of CPC, filed by Defendant No. 1 seeking rejection of plaint.



6.2. There is no element of cybersquatting, bad faith, or opportunism. The words ‘bima’ [insurance] and ‘sugam’ [easy] are common Hindi words; their combination is intuitive and descriptive of the intended service proposition and was independently coined by Defendant No. 1–Bima Sugam Digital Solutions with a futuristic approach of making it a SaaS platform with AI integration.

6.3. In furtherance of this good-faith adoption; on 01<sup>st</sup> October 2022, Defendant No. 1 registered the domain names ‘bimasugam.com’ and ‘bimasugam.in’; launched the website immediately; and simultaneously created social-media handles the same day.

The said websites have continuously remained live and functions as an informational portal describing categories of insurance and providing contact details [email/phone] of Defendant No. 1 for business follow-up and enquiries. No insurance product can be booked or purchased through the website; there is no cart/checkout/payment gateway or transaction layer.

The site is accessible across India, but there is no audience targeting of Delhi, and to date no client/customer from Delhi till date. It is a matter of record that Defendant No. 1 resides and carries on business from Karnataka.

6.4. The Plaintiff federation came in to existence on 18<sup>th</sup> June 2024 and it is an admitted fact that the Plaintiff did not exist prior to that. It is the Plaintiff’s own case that the Plaintiff intends to use ‘Bima Sugam’ for business purposes and has not yet commenced any business/trade.

There is no official public record of August 2022 that supports the Plaintiff’s assertions regarding use of the mark ‘Bima Sugam’. Even if it is to be assumed there was a prior announcement done by the Chairman of IRDAI, it is for the Plaintiff to prove that Defendant No. 1 was aware of





such an announcement, which the IRDAI Chairman has done in a seminar of another department.

6.5. Defendant No. 1 is the first adopter and continuous user of the impugned mark since 01<sup>st</sup> October 2022; well before any alleged adoption or regulatory announcement relied on by the Plaintiff. On a combined reading of Sections 2(2)(b), 2(2)(c)(ii) and 34 of the Act of 1999, Defendant No. 1's continuous deployment of 'BIMA SUGAM' on its domain 'bimasugam.com' and 'bimasugam.in', the live website and official social-media handles since 01<sup>st</sup> October 2022 constitute statutory 'use' and being anterior, uninterrupted and bona-fide commands priority.

The Plaintiff's assertion of being the exclusive originator of 'Bima Sugam' is vague and unsupported by any concrete record of actual 'commercial use' prior to the answering Defendant's adoption. The Plaintiff has not produced a single invoice, customer agreement, policy document, or financial transaction showing that any real insurance facilitation service was carried out under the alleged mark before the Defendant's first use. In this regard, reliance is placed on **S. Syed Mohideen v. P. Sulochana Bai**<sup>6</sup> and **Neon Laboratories Ltd. v. Medical Technologies Ltd.**<sup>7</sup>, to contend that prior user's common-law rights eclipse those of a later adopter/registrant.

6.6. The Plaintiff's averment that Defendant No. 1 started using the impugned websites only after the receipt of the legal notice dated 31<sup>st</sup> May 2024 is false, Defendant No. 1 has been using the impugned websites since 01<sup>st</sup> October 2022. The same is apparent from the report of WHOIS domain tools, which categorically shows the hosting history of three [3] years and

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<sup>6</sup> (2016) 2 SCC 683 [Paragraphs 30.4, 30.5 and 31.1]

<sup>7</sup> (2016) 2 SCC 672 [Paragraphs 11 and 12]



reflects 635 changes on [www.bimasugam.com](http://www.bimasugam.com) and 154 changes have been done on [www.bimasugam.in](http://www.bimasugam.in).

6.7. There is neither any indicia of bad faith and nor any offer to sell the impugned domain names. When the Plaintiff approached Defendant No. 1 vide legal notice dated 31<sup>st</sup> May 2024; Defendant No. 1 responded on 05<sup>th</sup> June 2024 asserting prior adoption and continuous bona fide use. The intention of Defendant No. 1 is to continuously use the domains for his professional purposes. In its written submissions<sup>8</sup> it is stated that Defendant No. 1 along with his six [6] agents has generated revenue because of the ‘BIMA SUGAM’ brand since October 2022.

6.8. Under the UDRP<sup>9</sup>, the complainant must establish all three elements – (i) identity/confusing similarity (ii) absence of any rights or legitimate interest in the respondent, and (iii) both registration and use in bad faith.

In the present case, Defendant No. 1 is working in the insurance industry since the last 15 years and moreover is also the Chief Organiser at LIC and has been using the said domain name continuously – therefore there is a legitimate interest of Defendant No. 1 and there is no bad faith involved. Hence, the judgments **Acqua Minerals Ltd. v. Pramod Borse** (supra) and **Pfizer Products Inc. v. Altamash Khan** (supra), relied by the Plaintiff are invalid to the present case. Even otherwise, the cases cited by the Plaintiff are those where the Plaintiff was a prior trademark user with long established history unlike the admitted facts of the present case.

The Plaintiff has been unable to prove existence of the elements enlisted as (ii) and (iii) and this is fatal to its claim for seeking transfer. The

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<sup>8</sup> This plea is beyond the pleadings and unsubstantiated from any documents.

<sup>9</sup> Uniform Domain Name Dispute Resolution Policy



Defendant has relied upon two orders of WIPO panels reported as **Les Editions Jalou v. Sidharth Saigal & Chalk Media FZE**<sup>10</sup> and **Juventus F.C. S.p.A. v. Claudio Sacco Interactive**<sup>11</sup>.

6.9. The prayer clause (b) of the present application is identical and co-extensive with the prayer clause (d) of the main suit. If this Court were to grant any interim relief resulting in the transfer or control of the domain names presently owned by Defendant No. 1 to the Plaintiff during the pendency of the suit, it would, in effect, amount to granting the final relief sought in the plaint without trial. Such an order would render the entire purpose of the suit, the trial of disputed questions of fact, and the safeguards provided under the Code of Civil Procedure, 1908 wholly nugatory and otiose. Reliance is placed on **Dorab Cawaji Warden v. Coomi Sorab Warden & Ors.**<sup>12</sup>.

6.10. This Court lacks the territorial jurisdiction to adjudicate the instant suit. Reliance is placed on the judgment passed by this Court in **Banyan Tree Holding Limited v. M. Murali Krishna Reddy and Another**<sup>13</sup>, to contend that mere accessibility of a website in the forum does not confer jurisdiction; the Plaintiff must plead and show purposeful targeting of the forum resulting in injury there.

6.11. Admittedly, the Plaintiff issued a notice on 31.05.2024, to which Defendant No. 1 replied on 05<sup>th</sup> June 2024; yet the Plaintiff filed the suit only on 29<sup>th</sup> May 2025—nearly a year after its own notice and almost three [3] years after Defendant No.1's first use of the mark 'Bima Sugam'. The

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<sup>10</sup> WIPO Case No. D2023-1430 [paragraph nos. 8, 8B, 8C]

<sup>11</sup> WIPO Case No. D2001-0260 [paragraph nos. 6, 6.3, 7]

<sup>12</sup> (1990) 2 SCC 117

<sup>13</sup> 2009 SCC OnLine Del 3780 [Paragraph Nos. 39 to 45].



unexplained delay by the Plaintiff in filing the present suit is fatal to the interim relief sought by the Plaintiff. Reliance is placed on **India TV Independent New Service Pvt. V. India Broadcast Live LLC<sup>14</sup>** as well as **Gillette Co. and Others v. A.K. Stationary<sup>15</sup>**.

6.12. In view of the above facts and settled principles, it is most respectfully submitted that the Plaintiff has failed to satisfy the triple test for interim injunction-prima facie case, balance of convenience, and irreparable injury. Accordingly, this Court be pleased to dismiss the captioned application.

6.13. The Defendant No. 1 has filed its written submissions dated 14<sup>th</sup> September 2025.

#### **CASE SET UP BY THE PLAINTIFF IN REJOINDER**

7. In response to Defendant No. 1's case; Mr. Akhil Sibal, learned senior counsel for the Plaintiff has set up the Plaintiff's case in rejoinder as under: -

7.1. Goodwill for the mark can be generated by use in the course of promotion and advertising and the actual sale of products or services is not essential for creation of goodwill. Reliance is placed on the judgments passed by this Court in **N.R. Dongre & Ors. v. Whirlpool Corp.<sup>16</sup>**, **Burger King Corp vs. Techchand Shewakramani<sup>17</sup>** and **Century Traders vs Roshan Lal Duggar<sup>18</sup>**.

7.2. The Plaintiff relied upon **Radico Khaitan v. Devans Modern Breweries Ltd.<sup>19</sup>** to contend that pre-launch and preparatory activities

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<sup>14</sup> 2007 SCC OnLine DEL 965 [Paragraph Nos. 132 to 141]

<sup>15</sup> 2001 SCC OnLine Del 800

<sup>16</sup> (1995) SCC OnLine Del 310 [Paragraph No. 15]

<sup>17</sup> (2018) SCC OnLine Del 10881 – [Paragraph No. 21]

<sup>18</sup> ILR (1977) 2 Del 709 [Paragraph Nos. 10 to 12]

<sup>19</sup> 2019 SCC OnLine Del 7483 [Paragraph Nos. 53 and 54]



amount to use of the trademark.

7.3. With regard to Defendant No. 1's claims of being the prior user, it is stated that Defendant No. 1 has failed to provide any reason or justification for how he came up with BIMA SUGAM, shortly after the announcement of the BIMA SUGAM Marketplace. In the absence of a plausible explanation, the adoption must be assumed to be dishonest. Reliance is placed on the judgment of this Court in **Cadbury India v. Neeraj Food Products**<sup>20</sup>.

7.4. Even before the Trademark Registry, where Defendant No. 1 claims user from October 2022; Defendant No. 1 has failed to submit any documents to substantiate his prior use claim, since no documents other than those relating to the registration of the impugned domain names and social media accounts in October 2022 contain any mention of BIMA SUGAM.

7.5. Defendant No. 1's claims to have devised the term BIMA SUGAM for offering a "user friendly, knowledge-based insurance facilitation platform to the public at large" is merely a smokescreen because (i) the impugned domain names are being used to host substantially the same website as Defendant No. 1's other domain names; (ii) setting up the claimed platform for offering insurance services would never have been legal possibility for Defendant No. 1, since he does not possess an Insurance Self-Network Platform License ['ISNP License'], which is mandatorily required for conducting insurance-related e-commerce activities in India, and which is issued upon application by the IRDAI; (iii) Defendant No. 1 could not have hosted any such platform, since he is admittedly an LIC agent and is barred from marketing or selling products of other insurance providers; and (iv) the Bima Sugam Regulations provide that no other



person shall commence or operate with same or similar objectives of the BIMA SUGAM Marketplace and functions of the Plaintiff.

7.6. Furthermore, the adoption by Defendant No. 1 is dishonest and it is trite law that when adoption is dishonest, no amount of user can cure said dishonesty and an injunction must necessarily follow. Reliance is placed on **Midas Hygiene Industries v. Sudhir Bhatia**<sup>21</sup> and **Hindustan Pencils Pvt. Ltd. vs. India Stationery Products Co.**<sup>22</sup>.

7.7. Defendant No 1 solicits business from customers within Delhi, by sharing the means to contact him and purchase insurance products, through its website which is accessible in Delhi. He has placed no geographical limitations on his business and admittedly through his websites targets customers all over India, including within Delhi. Reliance is placed on **Tata Sons Private Limited vs. Hakunamatata Tata Founders & Ors.**<sup>23</sup> and **Burger King**<sup>24</sup> (supra). The Plaintiff has cited multiple instances of actual confusion within Delhi and placed documents to substantiate the said plea on record as Document No. 12.

7.8. While Defendant No. 1 has sought to rely upon the judgment in **Dorab Cawaji Warden v. Coomi Sorab Warden** (supra) to argue that a relief in the nature of a final relief cannot be granted at the interim stage; **Dorab Cawasji** (Supra) itself permits an interim mandatory injunction to be granted to preserve the status quo or restore the status quo ante.

In the present case, but for the registration of the impugned domain names by Defendant No. 1 in bad faith, said domain names would have been

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<sup>20</sup> ILR (2007) 2 Del 1065 [Paragraph 59, 61]

<sup>21</sup> (2004) 3 SCC 90 [Paragraph Nos. 5 to 7]

<sup>22</sup> AIR 1990 Del 19 [Paragraph No. 30]

<sup>23</sup> 2022 SCC Online Del 2698 [Paragraph Nos. 22 to 27]



available for the Plaintiff to register and use in connection with its BIMA SUGAM Marketplace. It is the restoration of this status quo ante that is being sought by the Plaintiff.

7.9. In view of the aforesaid, this Court be pleased to confirm the interim injunction granted against Defendant No. 1 vide order dated 29<sup>th</sup> May 2025 in terms of prayer clause (a) in I.A. 14214/2025 and dismiss the Defendant No. 1's application being I.A. 20564/2025.

7.10. The Court may also revoke the suspension of the domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in), granted vide order dated 29<sup>th</sup> May 2025, and direct Defendant No. 2 [i.e., the concerned DNR] to transfer the ownership thereof to the Plaintiff.

7.11. The Plaintiff has filed its written submissions dated 05<sup>th</sup> September 2025.

8. Mr. Mrinal Ojha, learned counsel for Defendant No. 2 has stated that Defendant No. 2 will abide by the directions of the Court and if so directed, will transfer the impugned domain names to the Plaintiff upon receiving the prescribed transfer costs.

#### **FINDINGS AND ANALYSIS**

9. This Court has heard the learned senior counsels for the parties and perused the record.

10. In order to decide the present application, this Court would be dealing with the following issues: -

- a. Whether the Plaintiff or Defendant No. 1 herein is the prior user of 'BIMA SUGAM' mark?
- b. Whether the adoption of 'BIMA SUGAM' mark by Defendant No. 1

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<sup>24</sup> Paragraph Nos. 21 and 23.



on 01<sup>st</sup> October 2022 is an honest adoption or in bad faith?

- c. Whether the registration of the impugned domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) by Defendant No. 1 on 1<sup>st</sup> October 2022 was in bad faith and whether the demand of INR 50 crores made by Defendant No. 1 for transferring the impugned domain names in favour of the Plaintiff is reasonable?
- d. Whether the Plaintiff is entitled to seek a mandatory injunction to Defendant Nos. 1 and 2 for transfer of the impugned domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) at this interim stage?

**(a) Prior user of the mark 'BIMA SUGAM'**

11. The first issue arising for consideration before this Court is determining whether the Plaintiff or Defendant No. 1 herein is the prior user of 'BIMA SUGAM' mark.

12. The Plaintiff contends that it adopted the use of the trademark 'BIMA SUGAM' publicly since 25<sup>th</sup> August 2022. The facts pleaded by the Plaintiff for showing the public adoption of the trademark 'BIMA SUGAM' are as set out herein below: -

12.1. The Plaintiff has asserted that the term 'BIMA SUGAM' was coined by IRDAI for setting up of BIMA SUGAM Marketplace, which is an e-marketplace for Insurance related service and queries. In this regard, an announcement was made by Mr. Debasish Panda, Chairperson, IRDAI on 25<sup>th</sup> August 2022 [which was covered by CNBC TV-18] and on 30<sup>th</sup> August 2022 at 16<sup>th</sup> Health Insurance Summit, organised by CII in support with IRDAI.

12.2. The said announcement of setting up of BIMA SUGAM Marketplace





was extensively publicised on electronic media as well as through print media between 25<sup>th</sup> August 2022 to 30<sup>th</sup> September 2022. The articles published on the electronic media and in print media have been placed on record as Document No. 10<sup>25</sup>.

12.3. It is stated that after the announcement in August, 2022 the initial work for the development of the said e-Marketplace was facilitated by statutory bodies such as Life Insurance Council and General Insurance Council. The Plaintiff has also placed on record the Request for Proposal [‘RFP’] dated 07.08.2023 issued for inviting bids for conceptualisation and implementation of the said e-platform with the name BIMA SUGAM.

12.4. The Plaintiff has placed on record extracts from the annual report of IRDAI for the years 2022-23 and 2023-24, wherein the BIMA SUGAM e-Marketplace initiative finds specific mention. Illustratively, the extract in the annual report for the years 2022-23 and 2023-24, reads as under: -

Relevant extracts in the annual report for 2022-23

#### “INSURTECH INITIATIVES

##### **1. BIMA Sugam**

BIMA Sugam, is an electronic/digital insurance market place, which would enable and empower all insurance stakeholders across the insurance value chain. The main objectives of BIMA Sugam is [i] Act as a single window for the policyholder to manage his/her insurance coverage; [ii] End-to-end solutions for customers' insurance needs i.e., purchase, service, and settlement in a seamless manner; [iii] Facilitate Insurance companies to access the validated and authentic data from various touch points on a real-time basis; [iv] Interface for the Intermediaries/Agents to sell policies and provide services to policyholders. This initiative is a step towards achieving the vision of “Insurance for All by 2047”.”

Relevant extracts in the annual report for 2023-24

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<sup>25</sup> Filed by the Plaintiff under the cover of index of list of documents dated 27<sup>th</sup> May 2025.



**“II.1.7 IRDAI (Bima Sugam - Insurance Electronic Marketplace) Regulations, 2024**

II.1.7.1 These regulations aim to establish a digital public infrastructure named **Bima Sugam** towards universalization and democratization of insurance as well as safeguarding policyholders’ interests. The marketplace will serve as a one-stop solution for all insurance stakeholders including customers, insurers, intermediaries, and agents, thereby promoting efficiency, transparency, and collaboration across the entire insurance value chain.

...

**GI Council activities in the year 2023-24**

ii. On the Bima Trinity projects, the insurance e-marketplace ‘Bima Sugam’ is being devised to facilitate the Insurance companies, policyholders and intermediaries transact with ease with proper safeguards.”

[Emphasis Supplied]

12.5. The Memorandum of Association and the Articles of Association for registration of the Plaintiff company signed in April/May 2024 by the subscribers has been placed on record. The Plaintiff company with its name ‘Bima Sugam India Federation’ was registered and issued its certificate of incorporation by the Registrar of Companies [‘RoC’] on 18<sup>th</sup> June 2024.

12.6. It is stated that the Bima Sugam Regulations by IRDAI were notified on 20<sup>th</sup> March 2024. These Regulations contemplated setting up of the Plaintiff company and the BIMA SUGAM e-Marketplace.

12.7. The Regulation 2(a) provides the objective of the BIMA SUGAM e-Marketplace and Regulation 3(1)(f) provides the definition of BIMA SUGAM Marketplace. The said Regulations read as under: -

Regulation 2(a) of the Bima Sugam Regulations

**“2. Objectives:**

- a) The Authority with the objectives to empower and protect the interest of policyholders, to increase penetration of insurance in India and to enhance accessibility, issues the IRDAI (Bima Sugam - Insurance



Electronic Marketplace) Regulations 2024 for allowing establishment of a Digital Public Infrastructure called Bima Sugam - Insurance Electronic Marketplace. This shall be a one stop solution for all Insurance stakeholders such as consumers, insurers, intermediaries or insurance intermediaries and insurance agents to promote transparency, efficiency, collaboration across the entire insurance value chain, technological innovation in insurance sector, universalize and democratize insurance and to achieve the vision of “Insurance for all by 2047”. These Regulations specify the regulatory framework for establishment, governance and functioning of the Bima Sugam - Insurance Electronic Marketplace, the Company formed for this purpose and for matters connected therewith and incidental thereto.”

Regulation 3(1)(f) of the Bima Sugam Regulations

**“3. Definitions:**

1. In these Regulations, unless the context otherwise requires:

...

f) **“Bima Sugam - Insurance Electronic Marketplace”** (hereinafter referred to as “the Marketplace”) is a robust Digital Public Infrastructure with open standards and interoperable platforms, enabling seamless integration with various services to facilitate inter alia purchase, sale, servicing of insurance policies, settlement of insurance claims, grievance redressal and other related matters as permitted by the Authority;”

[Emphasis Supplied]

12.8. Further, Regulation 3(1)(h) defines ‘Insurance Stakeholders’ and Regulation 4(b) provides that the main objective of incorporating the Plaintiff company is to maintain the e-marketplace and provide services to the Insurance Stakeholder. The said Regulations read as under: -

Regulation 3(1)(h) of the Bima Sugam Regulations

**“3. Definitions:**

1. In these Regulations, unless the context otherwise requires:

...

h) **“Insurance Stakeholders”** means consumers, insurers, intermediaries or insurance intermediaries, insurance agents and



any other service providers as permitted by the Authority.”  
(Emphasis supplied)

Regulation 4(b) of the Bima Sugam Regulations

**“4. Establishment and Shareholding:**

...

- b) The main objective of the Company shall be to establish, facilitate, develop, operate and maintain the Marketplace for providing various services to the insurance stakeholders.”

The Defendant No. 1 herein is admittedly a career insurance agent and is a stakeholder in this industry initiative as per Regulation 3(h).

12.9. Thereafter, the Mr. Prasun Sikdar, the Managing Director of Plaintiff applied for registration of the mark ‘BIMA SUGAM’ with the TM registry on 17<sup>th</sup> April 2024; since at the relevant time Plaintiff was still in the process of incorporation. Mr. Prasun Sikdar has since executed an assignment agreement in favour of the Plaintiff.

13. The Plaintiff has contended that goodwill in this mark BIMA SUGAM was generated by its use in the course of the public announcements and follow-up steps taken for setting up the e-Marketplace platform as well as the incorporation of the Plaintiff company. The findings in judgment of this Court in **N.R. Dongre v. Whirlpool Corporation**<sup>26</sup> (supra), relied upon by the Plaintiff is relevant to the present matter. The Division Bench in the said judgment held that advertisement of a product in media amounts to use of the trademark, whether or not the advertisement is coupled with the actual existence of the product in the market. The relevant paragraph 15 of the said judgment reads as under: -

“15. The knowledge and awareness of a trade mark in respect of the goods of a trader is not necessarily restricted only to the people of the country

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<sup>26</sup> Paragraph No. 15



where such goods are freely available but the knowledge and awareness of the same reaches even the shores of those countries where the goods have not been marketed. When a product is launched and hits the market in one country, the cognizance of the same is also taken by the people in other countries almost at the same time by getting acquainted with it through advertisements in newspapers, magazines, television, video films, cinema etc. even though there may not be availability of the product in those countries because of import restrictions or other factors. In today's world it cannot be said that a product and the trade mark under which it is sold abroad, does not have a reputation or goodwill in countries where it is not available. The knowledge and awareness of it and its critical evaluation and appraisal travels beyond the confines of the geographical area in which it is sold. This has been made possible by development of communication systems which transmit and disseminate the information as soon as it is sent or beamed from one place to another. Satellite Television is a major contributor of the information explosion. **Dissemination of knowledge of a trade mark in respect of a product through advertisement in media amounts to use of the trade mark whether or not the advertisement is coupled with the actual existence of the product in the market.**"

(Emphasis supplied)

13.1. At this stage it would be apposite to refer the judgment of the Coordinate Bench of this Court in **Radico Khaitan v. Devans** (supra), wherein the Court held that pre-launch and preparatory with regard to a trademark amount to 'use' under the Act of 1999. The relevant paragraphs of the said judgment read as under: -

"53. In the present case the plaintiff had been continuously using the impugned mark ELECTRA with regard to pre-launch and preparatory activities at least since 2006-07.

54. **This Court is prima facie of the view that the plaintiff's pre-launch and preparatory activities with regard to the trade mark ELECTRA amounts to use under the Trade Marks Act, 1999.** The plaintiff had engaged the services of Quantum Market Research Pvt. Ltd. in 2006 for conducting category and concept research and study of the brand ELECTRA for Vodka. Furthermore, it had entered into an agreement with Hindustan National Glass & Industries Ltd. in 2007 for developing, producing and supplying glass bottles of various brands including ELECTRA. The plaintiff



has also filed emails dated 16th November, 2014 and 25th November, 2015 showing various labels designed by third parties with regard to use of the mark ELECTRA for ready to drink alcoholic beverages.

55. This Court is of the opinion that the averments in the plaint regarding continuous use of the registered word mark ELECTRA would have to be believed at this stage, especially since contemporaneous documents have been filed along with the plaint.”

(Emphasis Supplied)

13.2. It would also be relevant to refer to the judgment of the learned Single Judge of this Court in **Burger King Corp. v. Techchand Shewakramani** (supra) wherein the Court observed that the phrase “in relation to” in Section 2(2)(c)(i) of the Act of 1999 includes advertising, promotion and publicity.

The relevant paragraph 21 reads as under: -

“21. Thus, jurisdiction of a court in a trade mark action, could be invoked where there is use upon or in relation to goods. **The phrase “in relation to” has been interpreted to include advertising, promotion, publicity, etc.** Thus, in addition to actual sale of goods and providing services, if a person advertises his or her business under the mark in a territory, promotes his or her business under the mark in a territory or for example invites franchisee queries from a particular territory, sources goods from a particular territory, manufactures goods in a particular territory, assembles goods in a particular territory, undertakes printing of packaging in a particular territory, exports goods from a particular territory, it would constitute "use of a mark".

(Emphasis supplied)

14. In view of the law settled by the aforesaid judgments, this Court is of the opinion that the plea of the Plaintiff that the activities [public announcements, extensive publication in electronic and print media, annual reports of IRDAI, notification of Bima Sugam Regulations, RFP issued for setting up of the platform] undertaken by the Plaintiff is publicity and constitute ‘use of a mark’ as contemplated in Section 2(2)(c)(i) of the Act of 1999 has merit.

15. In addition, this Court is of the opinion that the aforementioned pleaded facts in the plaint as well as contemporaneous documents filed on record,



prima facie show the adoption of the trademark 'BIMA SUGAM' by the IRDAI/Plaintiff for insurance sector was in public domain w.e.f. 25<sup>th</sup> August, 2022 and its continuous use thereafter till date for the said mark is also evidenced from the record.

**The Defendant No. 1's date of adoption of 'BIMA SUGAM' mark is 01<sup>st</sup> October 2022**

16. Defendant No. 1 in its pleadings and written submissions has unequivocally asserted that the expression BIMA SUGAM was adopted by him on 1<sup>st</sup> October 2022, when Defendant No. 1 registered the impugned domain names and simultaneously created social media handles on Facebook, Instagram, Twitter and YouTube. It is stated that Defendant No. 1 is a career insurance professional for over fifteen [15] years in the industry. It is stated that this expression came organically to Defendant No. 1 in his day-to-day course of work<sup>27</sup>. It is averred that the expression BIMA SUGAM is descriptive of the intended service.

17. In light of the admission of Defendant No. 1 that he has adopted the 'BIMA SUGAM' mark only on 01<sup>st</sup> October 2022, this Court is of the considered opinion that the Plaintiff is the prior user of the 'BIMA SUGAM' mark on account of the public announcement made by the IRDAI Chairperson on 25<sup>th</sup> August 2022 and the continuous use of the second mark by IRDAI for the benefit of the Plaintiff thereafter.

**(b) Whether Adoption of 'BIMA SUGAM' mark by Defendant No. 1 on 1<sup>st</sup> October, 2022 is an honest adoption or in bad faith?**

18. The second issue arising for consideration before this Court is whether the adoption of 'BIMA SUGAM' mark by Defendant No. 1 is an honest adoption or is it in a bad faith.



19. In this regard, it would be relevant to note that Defendant admits that the ‘BIMA SUGAM’ mark is arbitrary and distinct. The fact that the ‘BIMA SUGAM’ mark is an arbitrary and a distinct mark is unequivocally pleaded by Defendant No. 1 in its own trademark applications filed before the Trade Marks Registry, Chennai/Defendant No. 3. Illustratively, the statement of Defendant No. 1 in its user affidavit dated 17<sup>th</sup> May 2024 filed with TM No. 6461303 is relevant to this issue and reads as under: -

3. The Mark  is an **arbitrary, distinct and dissimilar mark**, which is in honest user and used exclusively over “Clothing; T-shirts; Ready-Made Clothing; Shirts, Pants; Trousers; Dresses; Casual Wear, Formal Wear, Shorts; Suits; Blazers; Ethnic Wear; Sportswear, Caps, Hats, Headgear; Footwear” included in Class 25.

(Emphasis supplied)

19.1. The Defendant has made identical statement in the user affidavit filed for TM No. 6461304 and TM No. 6461305 acknowledging the distinctiveness of this mark.

20. Defendant No. 1 applied for the registration of the impugned domain names with Defendant No. 2 and created the social media handles [using the ‘Bima Sugam’ mark] on 01<sup>st</sup> October 2022 and has claimed use of the said mark in these pleadings on the basis of these actions.

21. This was followed by filing of three [3] TM applications<sup>28</sup>, all dated 01<sup>st</sup> June 2024 by Defendant No. 1 seeking registration of ‘BIMA SUGAM’ mark in Class 25, Class 35 and Class 36 respectively; close on the heels of the legal notice dated 31<sup>st</sup> May 2024 issued by Life Insurance Council to Defendant No. 1 for transfer of the impugned domain names while claiming

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<sup>27</sup> Stated in the written submissions filed by Defendant No. 1

<sup>28</sup> TM No. 6461303, TM No. 6461304 and TM No. 6461305.





common law rights in the said mark.

21.1. The contents of the user affidavit filed by Defendant No. 1 of TM No. 6461303 in Class 25 are relevant for determining this issue, as it is indicative of the untruthfulness of the claims of user made by Defendant No.1 on affidavit before statutory authorities. In this application, Defendant No.1 applied for registration for the following goods:

Clothing; Tee-shirts; Ready-Made Clothing; Shirts, Trousers, Pants, Dresses; Casual Wear, Formal Wear, Shorts; Suits; Blazers; Sportswear, Caps, Hats, Headgear; Footwear

The extract of the user affidavit filed in support of application TM No. 6461303 reads as under: -

“2. The Applicant has been Engaged Multiple Products and Services in the Business of manufacturing, distribution and marketing wide Range

of clothing and dresses under the Mark  ever Since 1<sup>st</sup> October 2022. *The Domain Registration receipts of BimaSugam.com and BimaSugam.in annexed as Annexure “A”.*

3. The Mark  is an arbitrary, distinct and dissimilar mark which is in honest user and used exclusively over “*Clothing; Tee-shirts; Ready-Made Clothing; Shirts, Trousers, Pants, Dresses; Casual Wear, Formal Wear, Shorts; Suits; Blazers; Sportswear, Caps, Hats, Headgear; Footwear*” included in class 25.

4. It is submitted that the Applicant has adopted the Mark  and has gained tremendous reputation and goodwill among the public by virtue of the high quality of the products and Services. The products manufactured are synonymous with good durability and reliability.

5. The Applicant’s Mark **Bima Sugam** is widely recognized in **Social Media** pages. [*Copy of pages annexed as Annexure B*]

- [www.facebook.com/BimaSugam](https://www.facebook.com/BimaSugam)
- [www.instagram.com/BimaSugam](https://www.instagram.com/BimaSugam)
- [www.twitter.com/BimaSugam](https://www.twitter.com/BimaSugam)
- [www.YouTube.com/@BimaSugam](https://www.YouTube.com/@BimaSugam)



6. The Applicant in order to safe guard the goodwill has spent huge sum of efforts, resources and Money towards advertising and sales promotion. Our Brand over the years have grown to be one of the most trusted brands in India.”

21.2. There is no dispute that Defendant No. 1 as a matter of fact has never manufactured or dealt with the goods falling in Class 25, as set out in the aforesaid trademark application.

In fact, even as on date Defendant No. 1 does not carry out any activities of sale of goods. However, for this application Defendant No. 1 filed a user affidavit making false assertions of sale of products and asserting a user date of 1<sup>st</sup> October 2022, at paragraph nos. 2 and 4 of the user affidavit. Filing of the said false user affidavit shows the lack of bonafide of Defendant No. 1 while applying for the registration.

21.3. Similarly, with respect to TM No. 6461304 filed in Class 35, Defendant No. 1 has claimed user date of 1<sup>st</sup> October 2022 for all the products and services enlisted therein and, in the user, affidavit has similarly made false claims of sale of these products since 1<sup>st</sup> October, 2022. In the application, Defendant No. 1 has applied for registration for the following services:

“Advertising, Business Management, Business Administration, Official Functions, Marketing Management, Online marketing with regard to Insurance related matters, Digital marketing; Social media marketing; Administrative services relating to insurance claims; Business advisory services; Marketing advisory services; Promotion of financial and insurance services, on behalf of third parties; Financial marketing; Customer relationship management; Retail and wholesale services in relation to web application and server software, including e-commerce and e-payment software; Data management; Wholesale, Retail sale of Clothing; Dresses; Ready-Made Clothing; Shirts, Trousers, Pants, Casual Wear, Formal Wear,



Shorts; Coats; Suits; Blazers; Tee-Shirts; Shoes; Textile Piece Goods Of All Types & Description Including Suitings, Shirtings And Dress Materials; Cushion covers; Place mats of textile; Fabric table runners; Coasters; Wall fabrics; Wall hangings; Mats; Dolls' clothings”

21.3.1. The contents of the user affidavit<sup>29</sup> filed in support of this TM application at paragraphs 2 and 4 therein claiming sale of these products and services since 1<sup>st</sup> October 2022 are admittedly false, as Defendant No. 1 has asserted in its pleading in I.A. 20489/2025<sup>30</sup> that Defendant No. 1 uses the websites hosted on impugned domains only to provide information and no transaction can be carried out on these websites. The relevant submission of Defendant No. 1 in its pleading as regards no transactions is as under: -

“5. It is most humbly submitted that in the present case, the website of Defendant No.1 is purely passive and non-interactive in nature. It merely provides general information about insurance services and does not enable direct online sales, contracting, or transactions. There is no facility for booking, payment, or delivery of services to customers in Delhi...”

[Emphasis Supplied]

21.3.2. In its written statement [at paragraph 25] and the documents filed in support thereof; Defendant No. 1 has not alleged any sale of products or clothing using the impugned mark.

21.3.3. Defendant No. 1 therefore has not sold any goods or services as mentioned in Class 35 to any consumer under the impugned mark and the assertions made in the user affidavit filed before the statutory authority is therefore false.

22. In the considered opinion of this Court, the filing of the aforesaid applications before the TM registry with false user affidavits on 31<sup>st</sup> May

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<sup>29</sup> At pdf page 422 and 423 of the Plaintiff's documents.



2024 by Defendant No. 1 are therefore not bonafide and were merely intended to appropriate the trademark in question.

23. Defendant No. 1 has not placed any document to show a single commercial transaction carried out by it under 'BIMA SUGAM' mark after 1<sup>st</sup> October 2022. In fact, Defendant No. 1 does not assert that Defendant No. 1 renders any commercial services under 'BIMA SUGAM' mark. In its pleading, Defendant No. 1 has stated that it allegedly provides general information through the websites hosted on these impugned domain names and social media handles.

24. The announcements made in August 2022 by Chairperson, IRDAI with respect to the launch of the e-Marketplace, which were widely reported by the media and prominently disclosed in the media release published by CII, spelt out sufficient detail of the intended functions and objectives of setting up the BIMA SUGAM Marketplace. The media coverage shows announcement of setting up of BIMA SUGAM Marketplace was a significant announcement made by the Chairperson for the insurance sector and was not a mere passing reference.

Defendant No. 1 has asserted that Defendant No. 1 is an experienced insurance agent and a serious stakeholder in the insurance sector as the agent of LIC. In these facts, the submission of Defendant No. 1 that he was unaware about this industry initiative of IRDAI of setting up a e-Marketplace with the name BIMA SUGAM announced on 25<sup>th</sup> August 2022 fails to persuade this Court.

25. As noted above, Defendant No. 1 has asserted before the Trade marks Registry, Chennai/Defendant No. 3 in its user affidavit that the expression

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<sup>30</sup> Application under Order VII Rule 11 of CPC filed by Defendant No. 1 seeking rejection of plaint.



‘BIMA SUGAM’ is arbitrary and distinct. This admission of Defendant No.1 with respect to the arbitrariness of ‘BIMA SUGAM’ mark appreciated in conjunction with the public announcement of Chairperson IRDAI made in public domain in August 2022, leads this Court to disbelieve the submission of Defendant No. 1 that Defendant No. 1 has adopted the ‘BIMA SUGAM’ mark on 1<sup>st</sup> October 2022 in good faith or that this arbitrary expression came organically to Defendant No. 1 as alleged in his pleadings.

26. This Court therefore finds that the adoption of ‘BIMA SUGAM’ mark by Defendant on 1<sup>st</sup> October 2022 by blocking the impugned domain names was not in good faith.

(c) **Whether the monetary demand of INR 50 crores raised by Defendant No. 1 for transfer of the impugned domain names in favour of the Plaintiff is reasonable or indicative of its bad faith?**

27. Plaintiff has stated that since BIMA SUGAM Marketplace is proposed to be an online digital platform that has to be accessible to the public at large, it was beneficial to register and use the TLDs i.e., [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in). It is stated that the Plaintiff intends to launch the official website using the aforesaid domain names and the said websites would be the primary mode through which the citizens would be able to access the digital public infrastructure being set up as BIMA SUGAM Marketplace.

27.1. It was at this stage during the preparatory work, the Plaintiff learnt that these TLDs have been blocked by Defendant No. 1 on 01<sup>st</sup> October 2022. Thus, the Life Insurance Council issued notice to Defendant No. 1 on 31<sup>st</sup> May, 2024 calling upon Defendant No. 1 to cease the use of the impugned domain names. The said legal notice stated that the BIMA



SUGAM Marketplace was an industry initiative proposed by IRDAI and that the Plaintiff has its common law rights in the trademark ‘BIMA SUGAM’.

27.2. Defendant No. 1 in its reply dated 05<sup>th</sup> June 2024 demanded a payment of INR 50 crores as compensation for transferring the impugned domain name [www.bimasugam.com](http://www.bimasugam.com) and stated that the said amount *reflects* the registration fees, maintenance costs, legal costs, time, efforts expended in securing the domain name and future loss of business.

28. The Plaintiff has contended that Defendant No. 1 after registering the impugned domain names hosted a website, which contained identical content with the various other websites hosted by Defendant No. 1 over the years namely [www.licproducts.in](http://www.licproducts.in), [www.licindiadirect.in](http://www.licindiadirect.in), [www.lifepolicyindia.in](http://www.lifepolicyindia.in), [www.lifeinsuranceline.com](http://www.lifeinsuranceline.com), [www.lifeindia.in](http://www.lifeindia.in), [www.finseva.com](http://www.finseva.com), [www.argindia.com](http://www.argindia.com) , [www.rangegowda.in](http://www.rangegowda.in) and [www.rangegowda.com](http://www.rangegowda.com) and that the Defendant No. 1 does not offer any distinct information or services on the website hosted on the impugned domain names.

Pertinently, Defendant No. 1 has not disputed this submission of the Plaintiff.

29. The Plaintiff has also contended that Defendant No. 1’s assertion in the pleading that the latter intended to use the impugned domain names for setting up an insurance facilitation platform is impermissible in law for Defendant No. 1 in the absence of the mandatory ISNP licence. Also, as an LIC agent, Defendant No. 1 is barred from selling policies of other insurance providers and therefore it cannot set up such a platform.

This assertion of the Plaintiff has also not been disputed by Defendant



No. 1.

30. The Plaintiff has relied upon the tests of bad faith registration set-out in **Acqua Minerals Ltd. v. Pramod Borse** (supra). The relevant paragraphs of the said judgment read as under: -

“31. Under the Uniform Domain Name Dispute Resolution Policy, Network Solution requires a party before it applies to register a domain name to verify that to its knowledge the registration of the domain name will not infringe upon or otherwise violate the rights of any third party and that it will not knowingly use the domain name in violation of any applicable laws or regulations and also that the domain name is neither identical nor similar to a trade mark or service mark in which the complainant has rights and it has no rights or legitimate interests in respect of the domain name and that domain name has not been registered and used in bad faith.

32. However, under the said policy the complainant has to prove the following three elements: (1) its domain name is identical or is confusingly similar to a trade mark or service mark in which the complainant has rights; and (2) it has no rights or legitimate interests in respect of domain name; and (3) its domain name has been registered and is being used in bad faith.

33. For the purpose of ‘bad faith’ the following circumstances if found to be present are sufficient evidence of the registration and use of a domain name in bad faith.

- (i) circumstances indicating that **a party has registered or has acquired the domain name primarily for the purpose of selling**, running or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of documented out of pocket costs directly related to the domain name.
- (ii) It has registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that it has engaged in a pattern of such conduct.
- (iii) By using the domain name, you have intentionally attempted to attract, for commercial gain, internet users to its web site or



other on line location by creating a likelihood of confusion with the complainant's trade mark as to the source, sponsorship, affiliation, or endorsement of its web site or location or of a product or service on its web site or location.”

[Emphasis Supplied]

31. Defendant No. 1 has also relied upon the tests laid down in the aforesaid judgment and has contended that since Defendant No. 1 did not adopt the impugned mark in bad faith, no directions for transfer of the domain names can be issued.

32. In this conspectus of facts, it emerges that except for registering the impugned domain names and social handles on 01<sup>st</sup> October 2022, Defendant No. 1 has not used ‘BIMA SUGAM’ mark in any manner including its commercial use for rendering any services to its clients. The demand of INR 50 crores made by Defendant No. 1 for transfer of the impugned domain names in its reply dated 01<sup>st</sup> June 2024 and the basis for the said demand in the opinion of this Court evidence Defendant No. 1’s bad faith.

33. Defendant No. 1 during arguments had contended that demand of INR 50 crores is justified principally on the basis of the prospective loss of revenue due to the transfer of these domain names. Defendant No. 1 however admits that the registration costs incurred are a nominal sum of INR 5000/- only.

To assess the bonafide of this demand of INR 50 crores, the Court had directed Defendant No. 1 to file its Income Tax Returns [ITRs] to show his annual gross income. Defendant No. 1 has filed his ITRs for the last four [4] assessment years starting from 2022-23 to 2025-26. The gross turnover of Defendant No. 1 in A.Y. 2022-23 was Rs. 6.27 lakhs which stands increased





to Rs. 8.90 lakhs in A.Y. 2025-26. The aforesaid figures of gross revenue earned by Defendant No. 1 belies its claim of alleged loss of revenue on account of transfer of the impugned domain names, which is his sole contention for justifying the said demand. Moreover, as noted above Defendant No. 1 has admitted that it has not carried out any commercial transaction under the impugned mark since 1<sup>st</sup> October 2022.

The profit and loss accounts for the FY 31<sup>st</sup> March 2022 till 31<sup>st</sup> March 2025 filed by Defendant No. 1 also fails to show any maintenance costs or legal costs incurred for maintaining these impugned domain names.

Therefore, in the opinion of this Court the demand of INR 50 crores made by Defendant No. 1 in its reply dated 5<sup>th</sup> June 2024 for transfer is wholly unjustified and disproportionate with the actual expense of INR 5000/- incurred by it for registering the impugned domains.

34. The conduct of Defendant No. 1 in filing false user affidavits and the demand of INR 50 crores made in its reply proves that Defendant No. 1 has blocked the impugned domain names and attempted to usurp the 'BIMA SUGAM' mark with an intention to sell and/or transfer the same for valuable consideration. Defendant No. 1 has chosen a squatting tactic by registering the impugned domain names on 01<sup>st</sup> October 2022, shortly after the public announcements regarding the launch of BIMA SUGAM Marketplace was made by the Chairperson, IRDAI on 25<sup>th</sup> August 2022 and 30<sup>th</sup> August 2022.

35. The blocking of the impugned domain names has evidently resulted in failure of the Plaintiff to register the said domain names in its favour. In these facts, this Court is satisfied that the registration of the impugned domain names by Defendant No. 1 on 01<sup>st</sup> October 2022 was in bad faith to



prevent the Plaintiff from registering the said domain names.

(d) Terms for issuance of directions qua transfer of impugned domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in)

36. This brings the Court to the last issue with respect to the direction of transfer of the impugned domain names in favour of the Plaintiff, pending the trial.

37. This Court vide ad-interim order dated 29<sup>th</sup> May 2025 has already issued directions for locking and suspension of the impugned domain names/TLDs i.e., [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in).

38. The Plaintiff has contended that the availability of these TLDs is important for an effective launch of the e-Marketplace and it would be difficult for the Plaintiff to transition to a new domain name at a subsequent stage. The Plaintiff has also given an undertaking to re-transfer the impugned domain names to Defendant No. 1 and compensate in case the suit is decided in favour of Defendant No. 1. The commercial significance and value of a domain name have been recognized by this Court in **Eicher Ltd. v. Web Link India** (supra) and High Court of Bombay in **Tata Sky Ltd. v. Sachin Cody** (supra). The jurisdiction of the Court to issue directions for transfer of domain name at an interim stage has been well-recognized by the Coordinate Bench of this Court in **Pfizer Products Inc. v. Altamash Khan** (supra). This Court does not find any merit in the submission of the Defendant that such a mandatory injunction cannot be issued by the Court at interim stage.

39. On the other hand, it is the stand of Defendant No. 1 that it does not use the websites hosted on these domain names for rendering any services to its clients which shows that Defendant No. 1's commercial activities are not



hindered in any manner due to the locking and suspension of the said domain names. Defendant No. 1 has stated that interim mandatory injunction cannot be granted as it would lead to grant of the final relief.

40. The purpose for establishment of the digital public infrastructure - BIMA SUGAM - Insurance Electronic Marketplace is to achieve the vision of “Insurance for all by 2047” and the same is evident from the legislative intent of Bima Sugam Regulations. In the said regulations, at Regulation 10(b) it is stipulated that the consumers will not be charged for availing the services of the Marketplace. The intent of the Plaintiff to launch the said platform in the interest of public is writ large. Thus, the balance of convenience is in favour of the Plaintiff herein.

41. In the facts of this case, the Plaintiff has established a strong prima facie case in its favour and the balance of convenience is also in its favour. Therefore, it is entitled to an order directing Defendant No. 2 to transfer the domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) to the Plaintiff within two [2] weeks from today. The Plaintiff shall pay the prescribed costs to Defendant No. 2 for transfer of the said domain names.

42. The said direction is subject to the final decision in the suit and upon the condition that, in case the suit is decided against the Plaintiff and in favour of Defendant No. 1, the domain names [www.bimasugam.com](http://www.bimasugam.com) and [www.bimasugam.in](http://www.bimasugam.in) shall be re-transferred to Defendant No. 1 and the Plaintiff would be liable to Defendant No. 1 for the use of the said domain names and the Plaintiff shall suitably compensate Defendant No. 1, as may be determined by the Court.

43. Furthermore, this Court does not find merit in the objections with respect to delay in filing of the present proceedings, as raised by Defendant



No. 1 in view of the law settled by the Supreme Court in **Midas Hygiene Industries v. Sudhir Bhatia**<sup>31</sup> (supra). The Supreme Court in the said judgment held that in cases where prima facie it appears that the adoption of a mark was itself dishonest; the grant of injunction becomes necessary and mere delay in bringing action is not sufficient for grant of injunction in such cases. The finding of bad faith adoption by Defendant No. 1 has already been written hereinabove.

44. Lastly, Defendant No. 1 has averred in its written submissions that this Court lacks the territorial jurisdiction to try this suit. The Defendant has filed I.A. 20489/2025 for seeking rejection of the plaint on these grounds. The pleadings in the said application are yet to be completed and the issue of lack of jurisdiction will be decided in the said application. And this was also agreed by the parties at the hearing dated 21<sup>st</sup> August 2025 since the said application has been posted for a separate date. Thus, the pleas raised in the written submission in this regard cannot be agitated by Defendant No. 1 and is beyond the oral submissions.

45. In any event, as held by the Division Bench of this Court in **Tata Sons Private Limited v. Hakunamatata Tata Founders**<sup>32</sup> (supra), that notwithstanding the objection of territorial jurisdiction; the Court can decide the application under Order XXXIX Rules 1 and 2 of CPC.

46. In view of the above the ad-interim order dated 29<sup>th</sup> May 2025 is confirmed and I.A. 14214/2025 is allowed.

#### **I.A. 20564/2025**

47. Accordingly, I.A. 20564/2025, which is an application under Order

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<sup>31</sup> Paragraph No. 5

<sup>32</sup> Paragraph No. 26



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XXXIX Rule 4 of CPC filed by Defendant No. 1 seeking vacation of interim order dated 29<sup>th</sup> May 2025, stands dismissed.

**MANMEET PRITAM SINGH ARORA  
(JUDGE)**

**October 16, 2025/mt/MG**

*Click here to check corrigendum, if any*