



* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Judgment reserved on: 23.12.2025*
Judgment delivered on: 15.06.2026

+ CS(COMM) 1/2017, I.A. 2646/2020, I.A. 2173/2022, I.A. 18605/2025 & I.A. 25645/2025

M/S DRS LOGISTICS (P) LTD & ANOTHERPlaintiffs

versus

GOOGLE INDIA PVT LTD & ORS.Defendants

Advocates who appeared in this case

For the Plaintiffs : Mr. Chander M. Lall, Senior Advocate with Ms. Nancy Roy and Ms. Annanya Mehan, Advocates.

For the Defendants : Mr. Sandeep Sethi, Senior Advocate with Mr. Neel Mason, Mr. Vihan Dang, Mr. Ujjwal Bhargava, Mr. Aditya Mathur, Ms. Anuparna Chatterjee, Mr. Krisna Gamdhir and Ms. Shreya Sethi, Advocates for D-3. Ms. Sriparna Dutta Choudhury, Mr. Naman Dutt and Ms. Kopal Tewary, Advocates for D-1.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

I.A. No. 18605/2025

1. The present Application has been filed by the Plaintiffs under Order XXXIX Rule 2A read with Section 151 of the Code of Civil Procedure,



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1908 (“CPC”) and Section 12 of the Contempt of Courts Act, 1971 (“CC Act”) for violation of judgments dated 30.10.2021 passed in I.A. Nos. 21153/2011 and 4474/2014 and 10.08.2023 passed in FAO(OS)(COMM) 2/2022 and FAO(OS)(COMM) 22/2022 (“Judgments”).

FACTUAL BACKGROUND:

2. The present Suit has been filed by the Plaintiffs praying, *inter alia*, for permanent and mandatory injunction against the infringement of the trade mark, passing off and unfair competition in respect of ‘AGARWAL’ and / or ‘AGGARWAL PACKERS AND MOVERS’ and / or ‘DRS Logistics’ or any other trade mark or name similar to the said Marks (“Subject Marks”).

3. *Vide* judgment dated 30.10.2021, passed in I.A. Nos. 21153/2011 and 4474/2014 under Order XXXIX Rule 1 and 2 of CPC, it was directed that:

- “(I) The defendant Nos.1 and 3 shall investigate any complaint to be made by the plaintiff to them alleging use of its trademark and its variations as keywords resulting in the diversion of traffic from the website of the plaintiff to that of the advertiser.
- (II) The defendant Nos.1 and 3 shall also investigate and review the overall effect of an Ad to ascertain that the same is not infringing / passing off the trademark of the plaintiff.
- (III) If it is found that the usage of trademark(s) and its variations as keywords and / or overall effect of the Ad has the effect of infringing / passing off the trademark of the plaintiff then the defendant Nos.1 and 3 shall restrain the advertiser from using the same and remove / block such advertisements.”

4. Pursuant to passing of judgment dated 30.10.2021, Defendant Nos. 1 and 3 filed appeals FAO(OS)(COMM) 2/2022 and FAO(OS)(COMM) 22/2022, respectively. The said appeals were decided *vide* common judgment dated 10.08.2023, wherein the Division Bench of this Court refused to interfere with the directions contained in judgment dated 30.10.2021.



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5. Subsequent to the pronouncement of the Judgments, the Plaintiffs observed that the Subject Marks continued to be displayed on the search engine of Defendant No. 3 as part of sponsored links of third parties when searches were conducted using keywords comprising the Subject Marks. It was further noticed that, although the Subject Marks did not appear on the websites of such third parties, those websites nevertheless appeared amongst the top search results on the search engine of Defendant No. 3 upon searches being made with keywords containing the Subject Marks.

6. When the Plaintiffs' Counsel conducted a search on the search engine of Defendant No. 3 with the keywords of the Subject Marks on 07.06.2025, 09.06.2025, 11.06.2025, 13.06.2025, 16.06.2025 and 25.06.2025, they were shocked to see that the search engine of Defendant Nos. 1 and 3 was still reflecting the third-parties sponsored links on searching with the keywords containing the Subject Marks,

7. Accordingly, the Plaintiffs addressed a Notice dated 17.06.2025 ("Notice") through Counsel to Defendant Nos. 1 and 3, informing them of the alleged breach of the Judgments and calling upon them to ensure immediate compliance with the directions contained therein. The said notice was accompanied by screenshots evidencing the alleged violations.

8. On 07.07.2025, Defendant No. 3, through its Counsel, issued a holding response to the Plaintiffs' Counsel.

9. Even prior thereto, the Plaintiffs had addressed communications to Defendant Nos. 1 and 3 alleging violations of the Judgments and had also instituted an application under Order XXXIX Rule 2A CPC, being I.A. No. 2173/2022. By order dated 21.04.2022, notice was issued in the said



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application and Defendant Nos. 1 and 3 were directed to file their replies. The said application remains pending.

10. Defendant No. 3 filed its reply in I.A. No. 2173/2022, wherein it was stated that Defendant No. 3 is responsible for trademark-based removals and policies in relation to the Google Ads Program.

11. In the aforesaid circumstances, the Plaintiffs instituted the present Application on 24.07.2025 seeking initiation of contempt proceedings against the alleged Contemnors and imposition of punishment for alleged willful disobedience of the directions contained in the Judgments.

12. Subsequent to the filing of the present Application, Defendant No. 3 through its Counsel issued a Reply dated 26.07.2025 (“**Reply**”) to the Notice contending that the Notice sent on behalf of the Plaintiffs proceeded on a complete misreading and misinterpretation of the prevailing legal position governing online keyword advertising in light of the Judgments. It was further asserted therein that the Judgments had affirmed the legality of Defendant No. 3’s advertising practice permitting third parties to use trade marks as keywords, *per se*, in its Ads program, provided that the advertisements so displayed were clearly indicative of their source as being unconnected with the proprietor of the trade mark and, consequently, were not likely to cause confusion to consumers. It was also stated that the Judgments had held that the use of a registered trade mark as a keyword, in the absence of confusion, dilution, or compromise of the trade mark, would not amount to infringement. On that basis, it was contended that the directions contained in the Judgments against Defendant No. 3 were required to be read in the light of the findings and principles enunciated



therein and that, accordingly, there had been no wrongdoing on part of Defendant Nos. 1 and 3 or non-compliance with the Judgments.

SUBMISSIONS ON BEHALF OF THE PLAINTIFFS:

13. The learned Senior Counsel for the Plaintiffs submitted that:

13.1. The alleged Contemnors continue to permit third parties to use the Subject Marks as keywords, meta tags, and trade marks, in clear violation of and disobedience to the directions contained in the Judgments. The Contemnors are repeat offenders, have demonstrated scant regard for the law, and are, therefore, liable to be proceeded against in accordance with Order XXXIX Rule 2A CPC read with Section 12 of the CC Act.

13.2. Defendant No. 1 has, in its Written Statement, admitted that advertisers may select “keywords”, in response to which their advertisements are triggered and where such keywords comprise trademarked terms that have been notified to Defendant No. 3, the same would not appear in the Ad-Text of any advertisement published by a party that is not the proprietor of such trade marks. Defendant No. 1 has further admitted that the policies adopted by Defendant No. 3 recognise and respect trade mark rights and require advertisers to comply with all applicable laws. It is also stated that, under the said policies, no registered trade mark terms are permitted to be displayed in the text or title of an advertisement or sponsored link, and that such trademarked terms would likewise not appear in the URL of the advertisement. Defendant Nos. 1 and 3 have also admitted that the constituent words forming part of the Subject Marks, if



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notified to Defendant No. 3, would not be permitted to be used in advertisements and, consequently, members of the public would not see the use of such trademarked terms in the advertisements of any other advertiser. Accordingly, only the proprietor of the registered trade mark terms would be entitled to use such marks in the visible body and text of the advertisement displayed to users of the search engine and the keywords, irrespective of whether they comprise trademarked terms or otherwise, are not visible to any user of the search engine.

13.3. Defendant No. 1 has further admitted that the AdWords Trademark Policy (“**Policy**”), which is stated to be adhered to strictly and uniformly, ensures that registered trade mark terms do not appear in the Ad-Title, Ad-Text, or URL of an advertisement and that each advertiser’s advertisement appears distinctly. It is further admitted that the Policy does not permit the use of trademarked terms in the text or title of an advertisement.

13.4. Further, the judgment dated 30.10.2021 records the statement of the learned Senior Counsel appearing for Defendant No. 3 to the effect that Defendant No. 3 does not permit any third party to put, publish, or refer to the trade mark of a proprietor in the Ad-Text or Ad-Title, in terms of the Policy, and that the said Policy continues to remain in force and would be implemented in favour of the Plaintiffs.



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- 13.5. In view of the above statement, learned Senior Counsel for the Plaintiffs had submitted that the only issue requiring determination, for the purposes of injunction, was whether the provision of a proprietor's trade mark as a keyword to a third party would amount to trade mark infringement.
- 13.6. The order dated 22.01.2020 recording the statement on behalf of Defendant Nos. 1 and 3 was passed during the course of arguments on the Plaintiffs' application for interim injunction and did not constitute an *ad interim* measure. The scope of adjudication on the Plaintiffs' application for interim injunction stood narrowed down on account of the categorical statement made by Defendant Nos. 1 and 3 that they had blocked the list of trade marks furnished by the Plaintiffs from appearing in Ad-Text.
- 13.7. The judgment dated 30.10.2021 also referred to the submission recorded in the order dated 22.01.2020 that the only issue requiring adjudication for the purposes of injunction was whether providing a proprietor's trade mark as a keyword to a third party would amount to trade mark infringement, in view of the statement made on behalf of Defendant Nos. 1 and 3 that the Subject Marks had been blocked by them from appearing in the Ad-Text of any advertisement.
- 13.8. In view of the above, the arguments advanced by the Parties, as well as the findings returned in the Judgments, were confined to the question whether the use of the Subject Marks as keywords



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by Defendant Nos. 1 and 3 amounted to infringement of the Plaintiffs' trade marks.

13.9. The judgment dated 30.10.2021 records the statement made on behalf of Defendant Nos. 1 and 3 that Defendant No. 3 had agreed to block the Subject Marks from appearing in the Ad-Title and Ad-Text of an advertisement or sponsored link and that the trademarked term would not appear in the URL of the advertisement, and that the said policies would be applicable to the Plaintiffs.

13.10. In view of the foregoing, the statement made by Defendant Nos. 1 and 3, as recorded in the order dated 22.01.2020 and reiterated in the judgment dated 30.10.2021, was taken on record and is binding upon them. The contention advanced by Defendant Nos. 1 and 3 that the said statement was merely an *ad interim* measure and, therefore, not binding upon them, on the premise that no restriction existed on Defendant No. 3 permitting third parties to use the Subject Marks and variations thereof in Ad-Text and Ad-Title, is wholly misconceived. Such a plea demonstrates that the acts of the Contemnors are willful and deliberate violation of the directions contained in the Judgments, and that such conduct has continued with impunity.

13.11. In their Reply to the Notice, Defendant Nos. 1 and 3 have remained wholly silent on the issue of the Subject Marks being used in the Ad-Text and Ad-Title. It is only subsequent to the issuance of the Notice and the institution of the present Application that Defendant Nos. 1 and 3 appear to have taken



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action against advertisements incorporating the Subject Marks in the Ad-Text and Ad-Title, purportedly under Defendant No. 3's Misrepresentation Policy.

13.12. The entire Reply on behalf of Defendant Nos. 1 and 3 addresses only the use of the Subject Marks as keywords and does not deal with the use of the Subject Marks in Ad-Text and Ad-Title. According to the Plaintiffs, the Contemnors have deliberately failed to explain how third parties were able to use the Subject Marks and their variations in Ad-Text, Ad-Title, and URL, which is contrary to the statement made before this Court and taken on record.

13.13. In view of the above, the conduct of the alleged Contemnors in enabling third-party infringers and counterfeiters to divert internet traffic to themselves and to solicit inquiries and render packaging and moving services by deceiving customers into believing that such services are being provided by the Plaintiffs is clearly contemptuous of the directions contained in the Judgments. Numerous users have allegedly lost their articles and household goods on account of such deception, as fly-by-night operators temporarily set up fraudulent accounts with the alleged Contemnors, deceive consumers, and thereafter disappear.

13.14. Accordingly, the alleged Contemnors are liable to be held guilty of contempt and that appropriate orders be passed against them.



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**SUBMISSIONS ON BEHALF OF THE DEFENDANTS:**

14. The learned Senior Counsel for Defendant No. 3 has made the following submissions:

- 14.1. At the outset, it is submitted that Defendant No. 3 does not permit the use of third-party trade marks in advertisements under its Policy. Where a trade mark owner lodges a complaint with Defendant No. 3, the impugned advertisement is reviewed and may be restricted or blocked in accordance with the Policy. The directions contained in the Judgments are consistent with the said Policy. Accordingly, any contention to the contrary is wholly misconceived and untenable.
- 14.2. The Plaintiffs' contention that the Judgments obligate Defendant No. 3 to ensure that the Subject Marks do not appear in the Ad-Text of any third-party advertisement absent any complaint being made to Defendant No. 3 is founded upon a complete misreading of the Judgments. The position canvassed by the Plaintiffs proceeds on an erroneous construction of both the directions and the legal principles enunciated therein.
- 14.3. Paragraph No. 191 of the judgment dated 10.08.2023 records that the prayers sought by the Plaintiffs in the applications for interim relief were couched in broad terms, including a prayer to restrain Defendant No. 3 from using or permitting the use of the Subject Marks or any similar marks as keywords. However, the judgment dated 30.10.2021 did not grant interim relief in such expansive terms and merely directed Defendant Nos. 1 and 3 to investigate any complaint made by the Plaintiffs alleging



use of the Subject Marks and their variations as keywords resulting in diversion of traffic from the Plaintiffs' website to the advertisers.

- 14.4. Accordingly, the Judgments reaffirm the requirement that the Plaintiffs must make a complaint in respect of advertisements of third-party advertisers by which the Plaintiffs claim to be aggrieved. The Plaintiffs' construction of the Judgments that no complaint is required in relation to advertisements allegedly violative of their rights, is wholly fallacious and would render the express directions requiring the Plaintiffs to lodge a complaint with Defendant No. 3 in the context of the use of the Subject Marks as keywords otiose.
- 14.5. The directions contained in the Judgments specifically require Defendant No. 3 to investigate and review the overall effect of an advertisement and to remove or block such advertisements as are found to infringe the Plaintiffs' trade mark rights. Those directions must be read conjunctively and not in isolation. A plain reading thereof makes it clear that they operate in the context of identified advertisements in respect of which a complaint has been made by the Plaintiffs to Defendant No. 3 and which are, thereafter, found to infringe the Subject Marks.
- 14.6. The Plaintiffs' contention that Defendant No. 3 is not in compliance with the order dated 22.01.2020 is without basis and devoid of merit. The statement made by Defendant No. 3 in the said order was expressly made without prejudice at an *ad interim* stage during the pendency of the interim injunction



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applications and was subject to the extent permitted by Defendant No. 3's various advertising policies. The said order merely records the statement of learned counsel in the context of the *ad interim* measures then taken, without prejudice to the rights and remedies of Defendant No. 3.

- 14.7. This Court, after considering the entire material on record, including the statement contained in the order dated 22.01.2020 as well as the expansive reliefs sought by the Plaintiffs, issued the specific directions contained in the Judgments. Neither of the Judgments contains any direction binding Defendant Nos. 1 and 3 to the *ad interim* statement recorded in the order dated 22.01.2020, and any assertion to the contrary is misconceived and untenable.
- 14.8. The judgment dated 10.08.2023 further reflects the prevailing legal position on online keyword advertising by unequivocally holding that the proposition that the use of a trade mark as a keyword *per se* constitutes trade mark infringement is unsustainable, and that, so long as such use does not cause confusion, dilution, or compromise of the trade mark, it would not amount to infringement.
- 14.9. The judgment dated 10.08.2023 also holds that there is nothing unlawful in Defendant No. 3 using trade marks as keywords for the display of advertisements, provided there is no confusion and the displayed advertisements are not associated with, or related to the trade mark proprietor. Where the advertisement or link does not give rise to confusion, the trade mark proprietor's



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grievance regarding the use of its trade marks as keywords in the Ads Program is not actionable.

14.10. In the context of contributory liability, the judgment dated 10.08.2023 expressly held that, where Defendant No. 3 has actively participated in the infringement of a trade mark by displaying an infringing advertisement and has failed to take remedial steps upon acquiring knowledge thereof, proceedings to hold Defendant No. 3 contributorily liable may be maintainable. However, in the absence of any complaint from the Plaintiffs, Defendant No. 3 would have neither the requisite knowledge of, nor occasion to investigate, the impugned advertisements. The directions contained in the Judgments must, therefore, be construed in the light of the findings and principles articulated therein.

14.11. In the aforesaid circumstances, the Plaintiffs' submission that Defendant No. 3 is obliged to proactively monitor its Google Ads Program and pre-emptively block any third-party advertisements allegedly containing the Subject Marks runs contrary to the governing principles of contributory liability and amounts to a clear misreading and misinterpretation of the directions contained in the Judgments.

14.12. It is well settled that where two interpretations are possible, and the conduct complained of is not contemptuous, contempt proceedings would not be maintainable, as held in ***Ram Kishan v. Tarun Bajaj & Ors.***, (2014) 16 SCC 204, ***Three Cheers Entertainment Private Limited & Ors. v. CESE Limited***,



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(2008) 16 SCC 592, and *Anil Ratan Sarkar & Ors. v. Hiral Ghosh & Ors.*, (2002) 4 SCC 21.

14.13. The Plaintiffs cannot invite this Court, while exercising contempt jurisdiction, to interpret the order in a manner different from its plain terms. Only those directions which are self-evident on the face of the order can be considered for the purpose of determining violation or disobedience, as held in *Jiva Institute of Vedic Science and Culture & Anr. v. Puneet Chhatwal & Ors.*, CCP(O) 33/2022 in CS(COMM) 602/2016.

14.14. In view of the foregoing, no question of disobedience or non-compliance with the Judgments arises, much less any question of willful disobedience. The present Application is, therefore, liable to be dismissed.

ANALYSIS AND FINDINGS:

15. Having considered the submissions advanced on behalf of the Parties, the principal issues arising for consideration in the present Application are: whether the directions contained in the Judgments are confined to the use of the Subject Marks as keywords, or whether they also extend to the use of the Subject Marks in the Ad-Text, Ad-Title, or URL of advertisements published by third parties and, if so, whether Defendant Nos. 1 and 3 are under an obligation to proactively ensure that the Subject Marks are not so used without there being any needs for any complaint by the Plaintiffs.

16. The directions contained in the Judgments require Defendant Nos. 1 and 3 to investigate any complaint made by the Plaintiffs alleging use of the Subject Marks and their variations as keywords resulting in diversion of traffic from the Plaintiffs' website to that of the advertiser. The said



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directions further require Defendant Nos. 1 and 3 to investigate and review the overall effect of an advertisement so as to ascertain whether the same infringes or passes off the Subject Marks. The directions also stipulate that, if the use of the Subject Marks and their variations as keywords and / or the overall effect of the advertisement is found to infringe or pass off the Subject Marks, Defendant Nos. 1 and 3 shall restrain the advertiser from using the same and shall remove or block such advertisements.

17. The Plaintiffs have contended that the aforesaid directions are confined to cases involving the use of the Subject Marks as keywords and do not extend to their use in the Ad-Text, Ad-Title, or URL of advertisements published by third-party advertisers. According to the Plaintiffs, the directions contained in the Judgments were confined due to the statement made on behalf of Defendant Nos. 1 and 3, as recorded in the order dated 22.01.2020 and reiterated in the judgment dated 30.10.2021, that Defendant Nos. 1 and 3 did not permit any third party to put, publish, or refer to the trade mark of a proprietor in the Ad-Text or Ad-Title in terms of the Policy, and that the same would be implemented in favour of the Plaintiffs. It is submitted on behalf of the Plaintiffs that, in view of the said statement, learned Senior Counsel appearing for the Plaintiffs had confined the controversy, for the purposes of interim injunction, to the limited issue of whether the provision of the Subject Marks as keywords to third parties would amount to infringement thereof. Consequently, according to the Plaintiffs, Defendant Nos. 1 and 3 are bound to comply with the said statement by ensuring that the Subject Marks do not appear in the Ad-Text, Ad-Title, or URL of any advertisement without there being any need to submit any complaint by the Plaintiffs to Defendant Nos. 1 and 3.



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18. Defendant Nos. 1 and 3, however, contend that the said statement was made without prejudice to their rights as an interim measure and did not bind them. It was further submitted by Defendant Nos. 1 and 3 that the statement was made in context of the Policy, which specifically require the complaint to be made by the proprietor of the trade mark so that after examining such complaint, appropriate action can be taken by Defendant Nos. 1 and 3. It is the stand of Defendant Nos. 1 and 3 that there was no direction in the Judgments to proactively ensure that the Subject Marks do not appear as part of Ad-Text, Ad-Title or URL without there being any complaint received by Defendant Nos. 1 and 3.

19. The operative portions of the Judgments indicate that, although the Plaintiffs had sought broad reliefs restraining Defendant Nos. 1 and 3 from using or permitting the use of the Subject Marks either as keywords, meta tags, or trade marks, the directions ultimately granted required Defendant Nos. 1 and 3 to investigate complaints made by the Plaintiffs alleging use of the Subject Marks and their variations as keywords alone.

20. It is settled law that a Court exercising contempt jurisdiction cannot undertake an interpretative exercise in respect of the judgment or order of which the contempt is alleged to have been committed. However, for the purpose of determining whether the alleged Contemnors have committed willful disobedience thereof, the understanding of the party alleged to be in contempt is a relevant consideration as held in *Jiva Institute of Vedic Science* (*supra*). Further, in *Sudhir Vasudeva v. M. George Ravishekaran*, (2014) 3 SCC 373, it is held that:

19. ...Only such directions which are explicit in a judgment or order or are plainly self-evident ought to be taken into account for the purpose of consideration as to whether there has been any



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disobedience or wilful violation of the same. Decided issues cannot be reopened; nor can the plea of equities be considered. The Courts must also ensure that while considering a contempt plea the power available to the Court in other corrective jurisdictions like review or appeal is not trenched upon.”

[Emphasis added]

21. In the facts of the present case, the judgment dated 30.10.2021 recorded the statement made on behalf of Defendant Nos. 1 and 3 in Paragraph No. 3 as under:

“3. I shall proceed to decide both these applications simultaneously. This Court vide order dated January 22, 2020 had recorded the submission of the plaintiff wherein it had stated that the only issue which need to be decided for the purpose of injunction is, whether providing a trademark of an owner as a keyword to a third party would amount to infringement of a trademark. The same has been reproduced as under:

“2. In other words, he clarifies that Google does not allow any third party to put / publish / refer to a trademark of an owner in the Adtext / Adtitle as per its policy. Mr. Sethi also states that the said policy is still in vogue and shall be implemented in favour of the plaintiff.

3. On this, Mr. Chander M. Lall, learned Senior Counsel appearing for the plaintiffs, states that in view of the statement of Mr. Sethi, the only issue which needs to be decided for the purpose of injunction is whether providing a trademark of an owner as a keyword to a third party shall amount to infringement of a trademark””

22. In view of the above, it is evident that the Plaintiffs confined their submissions to the issue of use of the Subject Marks as keywords for online advertisements on the platform of Defendant No. 3. Consequently, the submissions advanced on behalf of Defendant Nos. 1 and 3, as recorded in



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the judgment dated 30.10.2021, were also limited to the use of the Subject Marks as keywords.

23. Accordingly, the judgment dated 30.10.2021 examined the contentions of the Parties in relation to the use of the Subject Marks as keywords resulting in sponsored search results. Although the said judgment makes extensive reference to the Policy of Defendant Nos. 1 and 3 in the context of Defendant No. 3 examining complaints by a trade mark owner concerning the use of a registered trade mark in Ad-Text or Ad-Title, the operative directions contained therein were confined to the use of the Subject Marks as keywords.

24. Resultantly, the directions issued in the Judgments were limited to the investigation of complaints made by the Plaintiffs to Defendant Nos. 1 and 3 alleging the use of the Subject Marks and their variations as keywords. Therefore, the Judgments do not contain any direction requiring the Plaintiffs to lodge complaints alleging use of the Subject Marks in Ad-Text, Ad-Title, or URL, nor any corresponding direction requiring Defendant Nos. 1 and 3 to investigate such complaints.

25. The statement made on behalf of Defendant Nos. 1 and 3 and recorded in judgment dated 30.10.2021 had a specific reference to not permitting the use of the Subject Marks in Ad-Text and Ad-Title in accordance with the Policy, which was to be implemented in favour of the Plaintiffs. Based on this statement made on behalf of Defendant No. 1 and 3 that the Plaintiffs decided not to press their prayers insofar as the use of the Subject Marks in Ad-Text, Ad-Title, and URL.

26. In view of the above, the Judgments have not considered the aspect of the use of the Subject Marks in Ad-Text, Ad-Title, or URL, and provide only



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for complaints by the Plaintiffs to Defendant Nos. 1 and 3 in cases involving use of the Subject Marks as keywords.

27. Accordingly, the contention of the Plaintiffs that the alleged Contemnors have willfully disobeyed the directions contained in the Judgments by permitting the use of the Subject Marks as part of Ad-Text, Ad-Title, and URLs cannot be accepted. However, Defendant Nos. 1 and 3 are bound by the statement recorded in the judgment dated 30.10.2021 to the effect that, if the Subject Marks are used in Ad-Text, Ad-Title, or URL, the same would not be permitted in terms of the Policy of Defendant No. 3, which was also stated to be implemented in favour of the Plaintiffs.

28. Therefore, the Judgments do not impose any obligation upon Defendant Nos. 1 and 3 to proactively monitor and prevent the use of the Subject Marks in Ad-Text, Ad-Title, or URL in advertisements of third parties. At the same time, Defendant Nos. 1 and 3 remain bound by the statement recorded in the judgment dated 30.10.2021 that the Subject Marks would not be permitted to be used in Ad-Text, Ad-Title, or URL in terms of the Policy.

29. However, the statement made on behalf of Defendant Nos. 1 and 3, as recorded and reiterated in the Judgments, expressly refers to the Policy of Defendant Nos. 1 and 3, which provides that upon receipt of a complaint alleging such use, Defendant Nos. 1 and 3 would examine the same and take appropriate action so as to prevent any third party from using, publishing, or referring to the Subject Marks in Ad-Text, Ad-Title, or URL.

30. In view of the above, since the operative part of the Judgments relate only to the use of the Subject Marks as keywords, the grievance of the Plaintiffs regarding the use of the Subject Marks in Ad-Text, Ad-Title, or



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URL shall be governed by the Policy of Defendant Nos. 1 and 3 and not by the directions contained in the Judgments.

31. Accordingly, no willful disobedience of the directions contained in the Judgments can be said to have been committed by the alleged Contemnors as the URLs referred to in the present Application have already been taken down pursuant to the Notice dated 17.06.2025 in accordance with the Policy and directions contained in the orders dated 04.08.2025 and 25.08.2025 passed by this Court in the present Application.

32. It is settled law that where two interpretations of the directions are possible, and action which is complained of is not willful, contempt proceedings would not be maintainable as held in **Ram Kishan** (*supra*), **Three Cheers Entertainment** (*supra*) and **Anil Ratan Sarkar** (*supra*).

33. Hence, no further action is required to be taken by Defendant Nos. 1 and 3 in respect of the advertisements referred to in the present Application. In case the Plaintiffs hereafter come across any advertisement using the Subject Marks as part of Ad-Text, Ad-Title, or URL, they shall be at liberty to notify Defendant Nos. 1 and 3, who shall investigate the said complaint and take appropriate action in terms of the Policy as expeditiously as possible.

34. In view of the aforesaid analysis, the Plaintiffs have not been able to establish any willful disobedience or violation of the directions contained in the Judgments by the alleged Contemnors. Accordingly, the present Application is dismissed.

TEJAS KARIA, J

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