



2025:DHC:1811



\$~62 & 63

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

Date of decision: 18<sup>th</sup> MARCH, 2025

IN THE MATTER OF:

+ **ARB. A. (COMM.) 15/2025**

WINZO GAMES PRIVATE LIMITED .....Appellant

Through: Mr. Abhishek Malhotra, Senior Advocate with Ms. Srishti Gupta, Mr. Kumarjeet Ray and Ms. Anukriti Trivedi, Advocates

versus

CREATIVELAND ADVERTISING PRIVATE LIMITED

.....Respondent

Through: Mr. Chander M. Lall, Sr. Advocate with Mr Nishad Nadkarni, Mr Nirupam Lodha, Ms Khushboo Jhunjhunwala, Mr Kshitij Parashar, Mr Gautam Wadhwa, Ms Annanya Mehan Advocates

+ **ARB. A. (COMM.) 17/2025**

CREATIVELAND ADVERTISING PRIVATE LIMITED

..... Appellant

Through: Mr. Chander M. Lall, Sr. Advocate with Mr Nishad Nadkarni, Mr Nirupam Lodha, Ms Khushboo Jhunjhunwala, Mr Kshitij Parashar, Mr Gautam Wadhwa, Ms Annanya Mehan Advocates

versus



2025:DHC:1811



WINZO GAMES PRIVATE LIMITED

.....Respondent

Through: Mr. Abhishek Malhotra, Senior Advocate with Ms. Srishti Gupta, Mr. Kumarjeet Ray and Ms. Anukriti Trivedi, Advocates

**CORAM:**

**HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD**

**JUDGMENT (ORAL)**

**ARB. A. (COMM.) 17/2025, I.A. 6222/2025**

1. The present Appeal under Section 37 (2)(b) of the Arbitration and Conciliation Act, 1996, is directed against the ad-interim Order dated 28.02.2025, passed by the learned Sole Arbitrator in arbitration proceedings between the parties.

2. The facts, in brief, leading to the present Appeal, are as under:

a. The present dispute arises from a commercial engagement between the Claimant/Appellant herein, which is a creative agency specialising in brand campaigns, and the Respondent herein, which is an operator of an online gaming platform. The Claimant/Appellant herein alleges unauthorized use of its intellectual property and breach of confidentiality obligations, while the Respondent maintains that the creative work in question was derived from its internal intellectual property and insights.

b. On 11.10.2024, the Respondent herein initiated discussions with the Claimant/Appellant herein via e-mail, expressing interest in engaging the claimant's services for the development of a brand campaign. The Respondent herein informed the



2025:DHC:1811



Claimant/Appellant herein that it would soon circulate a campaign brief, outlining expectations, creative directions, and objectives. The Claimant/Appellant herein, in its response on the same day, expressed willingness to collaborate and indicated that it would await further details from the Respondent.

- c. After no further communication regarding the campaign brief, the Claimant/Appellant herein followed up on 28.10.2024 seeking to reserve time for a briefing call. The Respondent, in response, assured the Claimant/Appellant herein that the brief was in final stage of preparation and that the Claimant would be kept updated on developments.
- d. On 05.11.2024, before sharing any sensitive business information, the Respondent required the Claimant/Appellant herein to execute a Non-Disclosure Agreement (NDA). The Claimant/Appellant herein promptly reviewed the document, proposed minor revisions, and following the Respondent's approval, both parties executed the NDA on 08.11.2024.
- e. The Respondent provided the campaign brief to the Claimant via e-mail on 20.11.2024. This document outlined key-details, including brand positioning, target audience insights, messaging strategy, creative tone, and the expected scope of work. The brief also referenced the Advertising Standards Council of India's guidelines applicable to gaming advertisements. To clarify aspects of the brief, the Claimant scheduled a telephonic discussion with the Respondent on 25.11.2024.



2025:DHC:1811



- f. On 03.12.2024, the Respondent provided a revised version of the campaign brief through a password protected, non-downloadable link that expired after a few days. The Claimant, lacking a copy of the revised document, sought additional clarifications and proceeded with the conceptualizing phase.
- g. It is stated that the Claimant subsequently developed and presented three distinct original campaign concepts, each incorporating a tagline "*Jeeto Har DinZo*", which as per the Claimant, was coined exclusively for this campaign. These concepts were presented in the First Pitch Deck during an in-person meeting on 06.12.2024 at the Respondent's office in New Delhi. Senior Representatives from both the parties attended this meeting, and at the Respondent's initiative, the discussion was recorded using Fireflies.ai, an AI based transcription tool.
- h. Following this meeting, on 12.12.2024, the Respondent provided formal feedback on the First Pitch Deck. It is stated that the Respondent acknowledged the creative direction of the Claimant, stating that the Claimant's understanding of the WinZo brand was "spot on" and that the proposed tagline "*Jeeto Har DinZo*" had the potential to resonate with the target audience.
- i. It is stated that based on the feedback, the Claimant made refinements and presented a Second Pitch Deck in a virtual meeting on 23.12.2024. It is stated that the Respondent provided further input on 27.12.2024, appreciating certain



2025:DHC:1811



creative elements while suggesting modifications to a line with its strategic vision.

- j. It is stated that in order to incorporate the Respondent's feedback, the Claimant developed a Third Pitch Deck, which was presented during an in-person meeting on 10.01.2025. This version retained the central tagline but introduced refinements in the story boards, scripts and creative direction. The Respondents continued to express interest in the tagline and the campaign structure.
- k. Alongside these creative discussions, commercial negotiations also took place. The Claimant proposed a budget of Rs.30 lakhs for a three film campaign, with flexibility for an expanded integrated campaign. These terms were formally communicated on 15.01.2025.
- l. On 31.01.2025, the Respondent informed the Claimant that it had incorporated the tagline "*Jeeto Har DinZo*" into some of its internal scripts and sought the Claimant's guidance on how best to position it. It is the contention of the Claimant that this led the Claimant to believe that the campaign was progressing to a formal engagement.
- m. It is the case of the Claimant/Appellant herein that on 04.02.2025, the Respondent unexpectedly terminated discussions, informing the Claimant that it had decided to proceed with a different creative team. In this communication, the Respondent contended that the creative concepts developed by the Claimant were based on its own internal brand strategy



2025:DHC:1811



and industry insights. Despite this assertion, the Respondent offered Rs. 10 lakhs to the Claimant as compensation for the tagline.

- n. The Claimant/Appellant herein, in response, asserted that it had independently developed the tagline, creative concepts and campaign materials, all of which were shared in confidence under the terms of the NDA. The Claimant contended that the Respondent's intended use of the tagline and creative elements without proper authorization constituted a breach of the contractual obligations, misappropriation of the intellectual property, and a violation of the confidentiality terms.
- o. Consequently, the Claimant filed a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 before this Court on 19.02.2025, seeking interim relief to restrain the Respondent from using any of its confidential material, including the tagline "*Jeeto Har DinZo*".
- p. By Order dated 24.02.2025, this Court constituted an Arbitral Tribunal and requested the Tribunal to convert the application to the one under Section 17 of the Act.
- q. The learned Sole Arbitrator, after hearing both the parties and on the basis of the documents on record, held that that there is no formal agreement and/or engagement between the Claimant/Appellant herein and the Respondent except for the NDA which was solely for the purpose of evaluating the possibility of an engagement between the parties. Learned Arbitrator has further held that the correspondence between the



2025:DHC:1811



parties only indicate that between November, 2024 to January, 2025 only proposals have been exchanged between the parties and no separate price has been arrived at between the parties for the tagline/hookline created by the Appellant herein/Claimant. The learned Arbitrator further held that the Claimant/Appellant herein has not alleged any copyright infringement and the only allegation is of breach of confidentiality and of unauthorized use of the tagline/hookline created by the Claimant/Appellant herein. The learned Arbitrator held that the question as to whether the brand development is the singular creation of the Claimant/Appellant herein or not is itself a matter of dispute which warrants trial and, therefore, no injunction, as prayed for by the Claimant/Appellant herein, could be granted. The learned Arbitrator was of the opinion that since the contract was a determinable contract, damages can be awarded to the Claimant/Appellant herein if it is ultimately proved that the Claimant/Appellant herein has suffered hardships under the engagement. The learned Arbitrator, therefore, refused to grant injunction in favour of the Claimant/Appellant herein restraining the Respondent from using the tagline "*Jeeto Har Dinzo*". Instead, the Arbitrator directed the Respondent herein to furnish a Bank Guarantee of Rs.50 Lakhs as a protective measure.

- r. It is this Order of the learned Arbitrator, refusing to grant injunction to the Claimant/Appellant herein, which is under challenge in the present Appeal.



2025:DHC:1811



3. Learned Senior Counsel appearing for the Appellant very strenuously contends that the very purpose of the NDA entered into between the parties was to protect the tagline/hookline created by the Appellant herein as the same is the intellectual property of the Appellant herein. He states that the correspondence between the parties indicate that the tagline/hookline "*Jeeto Har DinZo*" is the creation of the Appellant and after getting the tagline from the Appellant herein, the Respondent has gone a step ahead and has moved an application for registration of the tagline. He, therefore, states that the act of the Respondent herein is nothing but passing-off of the Appellant's tagline. He further contends that as per the NDA, the information shared by the parties would constitute confidential information and that the tagline "*Jeeto Har DinZo*" being confidential information would continue to be the property of the Appellant herein. He states that the information shared between the parties was to be used for the purpose of evaluation of potential business opportunity under the NDA and, therefore, the Respondent herein could not have used the tagline or shared it with anyone without seeking permission or authorisation of the Appellant herein. He states that since the breach of the provisions of the NDA would result in irreparable injury to the Appellant, which cannot be compensated monetarily, therefore, the Appellant is entitled to injunction as prayed for. He further stated that the NDA provides for an injunctive remedy to the Appellant which ought to have been granted. He further contends that the issue as to whether the contract was a determinable contract or not was not germane to decide the controversy at hand. He states that the Appellant had approached the Court primarily to restrain the Respondent from using the tagline "*Jeeto Har DinZo*" on the ground that it is the property of the





2025:DHC:1811



Appellant and was disclosed to the Respondent for exploring potential business opportunity. The Respondent cannot use the same by just paying damages to the Appellant. He states that the learned Arbitrator has completely ignored the fact that the tagline "*Jeeto Har DinZo*" was created by the Appellant and forms the central part of all the Pitch Decks of the Appellant and, therefore, the same constitutes a confidential work of the Appellant which cannot be compensated monetarily and, therefore, the Appellant is entitled to injunction as prayed for.

4. *Per contra*, learned Senior Counsel appearing for the Respondent contends that the issue as to whether the tagline/hookline "*Jeeto Har DinZo*" is not the sole propriety work of the Appellant herein. He states that the tagline "*Khelo WinZo Jeeto Har DinZo*" consists of WinZo, which is the trademark of the Respondent and the Appellant herein cannot claim the propriety rights to the term "*Jeeto Har DinZo*" and seek injunction. He states that DinZo rhymes with WinZo and the Appellant cannot claim property rights for "*Jeeto Har Din*" as it is a common reference to "winning everyday" in vernacular which is used even by its competitors. He states that the conclusion of the learned Arbitrator that the Claimant/Appellant herein being an advertising agency, which created a work product for the Respondent, is only looking for compensation for its services and hence would not suffer any hardship under the short-lived engagement for developing a tagline.

5. Heard the learned Senior Counsels for the parties and perused the material on record.

6. The case of the Appellant herein is primarily based on the NDA. It is the case of the Appellant that during the exchange of communications the



2025:DHC:1811



proposed jingle "Khelo WinZo Jeeto Har DinZo" was liked by the Respondent as it had the potential to resonate with the target audience. As stated by the learned Counsel for the Appellant, the information and the deliverables included the tagline "Khelo WinZo Jeeto Har DinZo" and were supplied to the Respondent in strict compliance of the NDA and it was the obligation of the parties to treat this information as confidential. Reliance has been placed by the learned Counsel for the Appellant on Clause 3 of the NDA which specifically imposes obligation on the parties not to disclose the confidential information belonging to one party to any third party. Learned Arbitrator, after analysing the material on record came to the conclusion that the NDA reveals that the confidential agreement itself mentions about the recovery of the actual or exaggerated damages in case of breach of agreement. At this juncture, it is relevant to reproduce the relevant clauses of the NDA and the same reads as under:

*“3. The Receiving Party agrees to use the Confidential Information disclosed by the Disclosing Party solely for the Purpose. All Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Receiving Party. The Receiving Party shall honor any request from the Disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information, no later than 7 (seven) days from the receipt of such request from the Disclosing Party. The Receiving Party shall certify to the Disclosing Party the destruction of all Confidential Information it has received. For any Confidential Information stored electronically, the*



*Receiving Party shall use reasonable endeavors to erase such information obligations, it being acknowledged that this obligation shall not apply to electronic copies created pursuant to automatic IT back-up or internal disaster recovery procedures, subject for the Receiving Party to maintain strict confidentiality of such Confidential Information for as long as they are kept. The Parties agree that the Disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, the Disclosing Party will also be entitled to receive an award of actual and exemplary damages from any court of competent jurisdiction.*

\*\*\*\*\*

*8. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products currently or in the future be developing information internally, or receiving information from other parties without use of the other Party's Confidential Information. Nothing in this Agreement will prohibit the Receiving Party from developing or having developed its products, concepts, systems or techniques that compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development."*

7. The learned Arbitrator was of the view that a reading of Clause 8 of the NDA indicates that there is no limitation on any of the parties to engage any other agency for developing the products and concepts. On the basis of this Clause, the learned Arbitrator came to the conclusion that the agreement



2025:DHC:1811



which was sought to be entered into between the parties and which has yet not been reduced into writing, was determinable in itself. The learned Arbitrator, after holding that there was no formal agreement between the parties, came to the conclusion that no separate amount had been fixed for the tagline/hookline and since the Appellant herein/Claimant had not alleged any copyright infringement and has rather based its claim on the violation of the NDA, the Claimant/Appellant herein is not entitled to the relief of injunction.

8. The jurisdiction of a Court under Section 37 of the Arbitration & Conciliation Act has been said to be even narrower than the jurisdiction under Section 34 of the Arbitration & Conciliation Act.

9. A co-ordinate Bench of this Court in World Window Infrastructure (P) Ltd. v. Central Warehousing Corpn., 2021 SCC OnLine Del 5099, has held as under:-

*“66. The scope of interference, in appeal, against orders passed by arbitrators on applications under Section 17 of the 1996 Act is limited. This Court has already opined in Dinesh Gupta v. Anand Gupta [Dinesh Gupta v. Anand Gupta 2020 SCC OnLine Del 2099], Augmont Gold (P) Ltd. v. One97 Communication Ltd. [Augmont Gold (P) Ltd. v. One97 Communication Ltd. (2021) 4 HCC (Del) 642] and Sanjay Arora v. Rajan Chadha [Sanjay Arora v. Rajan Chadha (2021) 3 HCC (Del) 654] that the restraints which apply on the court while examining a challenge to a final award under Section 34 equally apply to a challenge to an interlocutory order under Section 37(ii)(b). In either case, the court has to be alive to the fact that, by its very nature, the 1996 Act frowns upon interference, by courts, with the arbitral process or decisions taken by the arbitrator. This restraint, if anything, operates more strictly at an interlocutory stage than at the final stage, as interference*



*with interlocutory orders could interference with the arbitral process while it is ongoing, which may frustrate, or impede, the arbitral proceedings.*

*67. Views expressed by arbitrators while deciding applications under Section 17 are interlocutory views. They are not final expressions of opinion on the merits of the case between the parties. They are always subject to modification or review at the stage of final award. They do not, therefore, in most cases, irreparably prejudice either party to the arbitration. Section 17 like Section 9 is intended to be a protective measure, to preserve the sanctity of the arbitral process. The pre-eminent consideration, which should weigh with the arbitrator while examining a Section 17 application, is the necessity to preserve the arbitral process and ensure that the parties before it are placed on an equitable scale. The interlocutory nature of the order passed under Section 17, therefore, must necessarily inform the court seized with an appeal against such a decision, under Section 37. Additionally, the considerations which apply to Section 34 would also apply to Section 37(ii)(b).”*

10. The settled legal position even while considering the correction or otherwise of an award under Section 34 of the Arbitration Act is that the Court exercising jurisdiction under Section 34 of the Arbitration Act is not expected to act as an Appellate Court and re-appreciate evidence. Interference under Section 34 of the Arbitration Act is warranted only when the award is in violation of the public policy of India, which is held to be the main fundamental policy of India. Potential intervention on account of infringing on the merits of the award would, therefore, not be permissible. Courts only interfere with the awards that shock the conscious of the Court. Even a mere erroneous application of law might not be a ground of interference and the Courts, while deciding the cases under Section 34 of the



2025:DHC:1811



Arbitration Act, have been warned time and again not to re-appreciate the evidence.

11. The learned Arbitrator, while deciding as to whether injunction should be granted to the Claimant/Appellant herein or not, has held as under:

*“49. The issue whether the brand development is singular creation of the petitioner or not is itself a matter of dispute and warrants a trial as the respondent calls it a derivative work based on the guidance and brief of the respondent. Therefore, under such circumstances, it would be apt to state given the nature of the relationship between the parties, it would be wise to relegate the petitioner claim of interim measures to the claim of damages if any in the arbitration proceedings rather than straightaway proceeding for the injunction so far as the tag line is concerned as there are disputed questions that are falling for consideration in the present case. ( Kindly see the case of Indian Oil Corporation V. Amritsar Gas Services & Others, MANU /SC/ 0513 / 199, wherein the distributor ship agreement containing the termination clause was declared to determinable in nature and compensation was the only relief stated to be appropriate as against the restoration of the agreement. Kindly see para 13 and 14 of the judgment). Further, there is no formal engagement and agreed terms between the two and even it is disputed that the valuation of the brand name is covered under the initial proposal shared on 15.01.2025 by the claimant and even the originality and sole contribution of the claimant is developing the tagline or hook line is also disputed by the respondent, therefore, I am of the view that given all the factors, the damages would be an adequate relief as the claimant being an advertising agency if suffered any hardship under the short lived engagement for*



*developing a tagline by seeking an injunction on the pretext of the confidential information without any agreement cannot prejudicially affect the business of the respondent. After all, the claimant is merely an advertisement agency and whatever hardship is faced by the claimant is compensable in terms of money where damages are more adequate than the injunction.*

*50. Secondly, the claimant was itself negotiating with the respondent with respect to the payment of higher sum which was found to be unsuitable by the respondent and eventually which lead to breaking down of the engagement. Therefore, the valuation of the developing of tagline or hook line which is itself a matter of arbitration proceedings and whether it is covered under the initial proposal or not itself make a case of continuation of the arbitration proceedings on the basis of the damages to be sought by the claimant, if any, as against the grant of the injunction at the first place.*

*51. Thirdly, it is' equally a disputed question of fact whether the tag line was created by the claimant solely or under the guidance of the of the respondent. In such circumstances, one cannot assume at prima facie stage when the delivery of the tag line on 6.12.2024 by the claimant is preceded by the written brief of the respondent and also the stand of the respondent that nature of the gaming is such wherein the slogans like winning everyday gains significance and the claimant has done minor tweaking in the existing slogan/ hook line. This fact needs to be examined in trial and creative contribution of the both the parties are to be examined in more depth in trial and it is only thereafter a conclusive opinion can be formed on the disputed question as to the whether the tag line is itself a sole creation of the claimant and/ or to what extent exists the contribution of the respondent on the same.*



52. *Fourthly, the counsel for the respondent has already stated in writing as well as the orally in the submissions that so far as the contents of the three pitch decks including story board, scripts, audio, visuals etc shall not be used by the respondent in the brand campaign of the respondent and the respondent shall not pass on the same or misuse the said pitch decks through the third party advertising agency in any manner. I am of the view that the said statement itself takes into consideration the confidentiality concerns of the petitioner as its pitch decks are protected and the injunction order based on the statement of the respondent can be passed against the respondent. However, the only thing which is left over is the tagline / hook line "JEETO HAR DINZO" which is otherwise a matter for which the respondent was liking the idea and was offering the sum towards consideration but no separate quotation was not provided by the petitioner at the inception during petitioner's dealings with the Respondent between December 2024 till end of January 2025. In such circumstances, since the title of the tag line/ hook line itself is under dispute and its merely a money matter and can be adequately compensable in terms of money so far as the hardship of the petitioner is concerned, therefore, so far as the claim of injunction so far as the tag line is concerned is deferred until trial. However, so far as the pitch decks and petitioner's own creativity is concerned where there is no dispute at the moment, the injunction order relating to the same is passed.*

53. *Fifthly, it is also doubtful in the present case as to whether the tagline/ Hook Line "JEETO HAR DINZO" forms part of the confidential I information under the non-disclosure agreement or not. This is due to the reason that the confidential agreement entered between the parties is normally an information, which is being*





*entrusted upon the receiving party for the purpose of creating a final product or vendable article. In the present case, the purpose of the agreement was for creation of brand name and a brand campaign. Therefore, the tagline / hook line JEETO HAR DINZO prima facie appears to be in the nature of final creation or product/ concept in question and not a matter of brief/ information given to the receiving party in confidence. It is really a matter of doubt in the present case as to whether the tagline which was created by the claimant on behalf of the respondent was actually shared in confidence or not or whether it was offered to be used as brand name for the purposes of marketing and furthering the discussions on brand campaigning which is evident from the exchange of proposal. This will also be determined during arbitration as to whether the said tagline / Hook Line would have the trappings of confidential information or not. Therefore, due to this reason as well, the injunction qua tagline / Hook Line may not be relevant at the present stage of the proceedings. This is the reasoning in addition to the earlier findings of mine that damage is an adequate relief in the present case.*

*54. It is admitted position that there is no material on record to establish about the demand of charges/consideration or value of Hook Line in monetary terms. Claimant has admitted that in the entire correspondence exchanged between the parties, this issue was never raised by the claimant even about the assignment of Hook Line, if any, before the start of dispute. It is also not discussed in three proposals given by the claimant to the respondent. The same was also not mentioned in the NDA.*

*55. In such circumstances, since the title of the tag line/ hook line itself is under dispute and prima facie it appears to me that it is merely a money matter and can*



*be adequately compensable in terms of money so far as the hardship of the claimant is concerned, therefore, so far as the claim of injunction so far as the tag line is concerned is deferred until trial, except some amount be secured in order to balance the position at this stage. Without prejudice, the respondent is directed to deposit Rupees twenty lacs on this count/issue till final award is passed on merit. However, so far as the pitch decks and petitioner's own creativity is concerned where there is no dispute at the moment, the injunction order relating to the same is passed.*

*56. In view of the above reasonings, the claimant is not entitled to the relief of injunction with respect to the tagline / hook line in as much as there exist several disputed questions / issues that are required to be determined in the trial of the arbitration proceedings qua taglines. Having said that, the issue as to whether any interim deposit is required to be secured from the respondent qua the supply of the material and the services provided by the claimant to the respondent including coming out with the tagline/hook line, although, it is the case of the claimant that the creation of the tagline was not quoted to the respondent in the proposal and whereas it is the case of the respondent that the initial proposal served by the claimant to the respondent on 15.01.2025 with respect to the sum of Rs.30.00 lacs included all the services including tagline, the said dispute shall be determined in the course of this arbitral proceedings.*

*However, considering the fact that since the email containing the proposal of 15.01.2025 for the sum of Rs.30.00 lacs was emanated from the claimant with respect to the services offered by the claimant, therefore, the figure of Rs.30.00 lacs as an offer is a figure which has emanated from the claimant itself as a of proposal. Likewise, even if the retainership proposal*



*on a per monthly basis served by the claimant to the respondent is seen which includes creative mandate is @ Rs.10.5 lacs per month and the total of which for three months dealings comes out to Rs.31.50 lacs. Third proposal is also appeared to be after-thought.”*

12. The view taken by the learned Arbitrator cannot be said to be so erroneous as to shock the conscious of the Court. The contention of the learned Counsel for the Appellant, which is primarily based on Clause 3 of the NDA, has not been accepted by the learned Arbitrator. After placing reliance on the material on record and especially on the fact that when the Claimant/Appellant herein itself was negotiating for a higher price and in view of the fact that the issue as to whether the brand development was a singular creation of the Appellant herein is itself a subject matter of dispute, the learned Arbitrator came to the conclusion that the Claimant/Appellant herein ought not be granted the discretionary relief of injunction

13. This Court is of the opinion that the view taken by the learned Arbitrator while adjudicating an application under Section 17 is not so erroneous so as to shock the conscious of the Court. The conclusion of the Arbitrator that the reading of Clauses 3 & 8 of the NDA gives an indication that in the event of such breach, the Disclosing Party will also be entitled to receive an award of actual and exemplary damages does not warrant any interference.

14. The case laws relied on by the learned Counsel for the Appellant are distinguishable on facts.

15. In view of the settled principle of law, this Court is of the opinion that the conclusion arrived at by the learned Arbitrator is a plausible conclusion and does not require any interference under Section 37 of the Arbitration



2025:DHC:1811



Act.

16. In view of the above, the present Appeal is dismissed, along with the pending applications, if any.

17. It is open for the Appellant to contest the registration of the tagline “Jeeto Har DinZo” by filing an appropriate application before the trademark authorities.

**ARB. A. (COMM.) 15/2025, I.A. 6010/2025**

18. Issue notice.

19. Reply be filed within two weeks. Response thereto, if any, be filed before the next date of hearing.

20. List on 14.04.2025.

**SUBRAMONIUM PRASAD, J**

**MARCH 18, 2025**

*Rahul/JP*