

Through Hybrid Mode

28.02.2026

Present: None.

Arguments on maintainability already heard.

ORDER

1. It is the case of plaintiff that he is an accomplished entrepreneur credited with founding and managing several renowned restaurants and cafes across the country, and over the years, the plaintiff has built several brands and earned a distinguished name in F&B industry, and is associated with a number of cafes and restaurants namely Cecilia Pizzeria, Pincode, Padmanabhan etc. The defendant is stated to be running a social media agency under the name and style of '*Lynkupindia*' whereby she undertakes to connect the F&B industry, entrepreneurs with social media content creators for promotion and collaboration purposes.

2. It is the case of plaintiff that the defendant approached him and represented that she can help him increase his social media presence and brand awareness through the content creators on board with her. She also apprised the plaintiff about her *Instagram* account. Believing the assurances of defendant, plaintiff agreed to avail the services for his restaurant namely Cecilia Pizzeria and requested her to apprise him about all the

deliverables as well as charges for the said services. Defendant informed the plaintiff that only an initial fixed payment of ₹2000/- has to be made for every outlet and a milestone payment was to be paid at a later stage subject to performance of the content. The plaintiff agreed to the said charges and agreed to avail the services. That subsequently, the deliverables as decided amongst plaintiff and defendant were delivered by around 4-5 social media content creators.

3. It is the allegation that immediately after posting the said posts, defendant begin harassing the plaintiff to release the said milestone payments on an urgent basis. While the plaintiff acknowledged his obligation to make the said payment, he merely requested that the same shall be disbursed in due course of time. The defendant, however, without showing any consideration continued to demand immediate payment. Despite the agreed terms and conditions, defendant resorted to threats and coercing the plaintiff to release the payment forthwith. It is the case that plaintiff never refrained from making payment and assured clearing the same in due course of time.

4. It is also the case of plaintiff that defendant exerted undue pressure and coercion upon the plaintiff to make immediate payment threatening that in default thereof, she would defame him on social media. It is also alleged that defendant engaged in continuous acts of mental harassment by persistently messaging and calling the plaintiff without respite thereby preventing him

from attending to his work and causing him severe mental distress.

5. It is averred that defendant instead of considering the request of plaintiff, took to social media and started posting defamatory content against the plaintiff. It is asserted that defendant started posting false narrative only with a view to defame the plaintiff in the industry. Plaintiff has attached screenshot of one *Instagram* story posted by defendant on 14.08.2025 with the plaint. It is the case that plaintiff was shocked to see the *Instagram* stories posted by defendant wherein defendant had called him a *bully* and *unprofessional*. The defendant used derogatory words for the plaintiff in order to unjustly enrich herself. Plaintiff begin receiving calls from his relatives and friends in the industry making the plaintiff avoid work and feel harassed at the hands of defendant.

6. It is stated that defendant alleged that plaintiff had exploited her without giving any documentary proof of the same. The defendant also failed to abide by the contractual obligations and rather took to social media to spread rumours and defamed the plaintiff. It is the case that defendant is fully aware about the consequences of the said comments and has the knowledge that same is likely to lower the image and reputation of plaintiff in the industry. It is the case that the said story posted by defendant was reposted and shared by several other social media users and influencers having large number of followers and therefore, defendant was successful in not only lowering the image and

reputation of the plaintiff but also caused monetary loss to him.

7. It is the case of plaintiff that he issued a legal notice dated 22.08.2025 to defendant through 'WhatsApp' and the same was duly received by defendant. The defendant instead of apologising for her conduct, sent a false and frivolous reply to the said legal notice.

8. It is the case that due to the aforesaid illegal and unlawful activities of the defendant, plaintiff has suffered a great damage of reputation before public at large which cannot be compensated in terms of money, however, as a token of said damage, defendant is liable to pay a sum of ₹50 lakhs to the plaintiff on account of defaming him and his business entities as well as for loss of reputation.

9. On the strength of aforesaid facts and circumstances, plaintiff is *inter alia* seeking a decree of mandatory injunction against the defendant directing her to take down the said *Instagram* stories or any other defamatory content posted by her against the plaintiff from her handle @ *linkupindia* and a decree of permanent injunction against the defendant thereby restraining her or her agents or content creators from posting any derogatory or defamatory content about the plaintiff or his business entity in future.

10. On receipt of present suit, Ld. Counsel for plaintiff

was put a query regarding the maintainability of the present suit. Submissions of Ld. Counsel for plaintiff heard at length and plaintiff was given liberty to file written submissions which are accordingly filed on 21.01.2026. This Court has considered the submissions of Ld. Counsel for plaintiff and the entire material available on record.

11. Before examining the facts of the present case, it is imperative to reproduce the observations of Hon'ble Delhi High Court in case titled '**Mahavir Singhvi Vs. Hindustan Times Limited**', **2024 SCC OnlineDel 4409** wherein Hon'ble Court culled out the following ingredients of the civil law of defamation:

- “(i) Publication of a statement (concerning the aggrieved plaintiff) exposing the plaintiff to hatred, ridicule, or contempt or which causes him to be shunned or avoided or which has a tendency to injure him in his office, profession or calling;
- (ii) Harm caused to the plaintiffs' reputation and not the intention of the defendant is material; that defendant had no intention to defame the plaintiff, is irrelevant;
- (iii) The statement must be published by the defendant to a third person; and
- (iv) The statement must be false. The defences available especially in the context of newspaper publications are a truthful statement, fair comment for public good and privileged statements cannot attract civil liability.”

12. In the light of above referred precedent, it is observed that the plaintiff must *prima facie* place on record material to the satisfaction of the Court that there has been publication of a *false* statement concerning the plaintiff exposing

him to hatred or contempt or which causes him to be shooed or avoided or which has tendency to injure him in his office, profession or calling. Such a false statement, in other words, should cause harm to the plaintiff and in making such a false statement, the intention of defendant is not material.

13. In the present set of facts, the alleged defamatory content has been posted on the social media platform namely *Instagram* by the defendant and the said content is alleged to be defamatory and derogatory to the plaintiff, and allegedly caused harm to the plaintiff not only in his personal life but also his professional reputation. The Court is required to assess if such material is sufficient to maintain a civil suit for defamation.

At this stage, it would be apposite to refer to the observations of Hon'ble Delhi High Court in case titled '**Gaurav Bhatia vs. Naveen Kumar**' 2024 SCC OnLine Del 2704, wherein the Court while balancing the right of freedom of speech and expression *vis-a-vis* right to have dignity and reputation, held as under.

“37. In the case of 'Kartar Singh vs. State of Punjab', 1956 SCR 476 underlined that “those who fill public positions must not be too thin-skinned in respect of references made upon them”.

“38. On the similar lines, in the case of 'Indu Jain (supra)' it was observed that people occupying public position have to accept that their actions would be more closely scrutinised by the media.”

“41. In the case of Pushp Sharma (supra), the Co-ordinate Bench of this Court observed that in this new media age, especially the electronic media and internet pose greater challenges. But that per se

ought not to dilute valuable Right of Free Speech which, if one may say so, is the lifeblood of a Democracy. The salutary and established principle in issues that concern free speech of public figures and public institutions have to fulfill a very high threshold, to seek injunctive relief in respect of alleged libel or defamation.”

“42.... As has been discussed in the aforementioned judgments, while the threshold of public criticism and alleged defamatory X posts/Tweets on social media platforms is much higher, but the individual dignity and honour of a person cannot be allowed to be defamed or disrepute brought to him on the ground of Right of Free Speech and Expression. A thin line of distinction exists between defamation and public criticism and an onerous task lies with the Courts to maintain this delicate balance between the competing claims and rights.”

14. It is the case of plaintiff that despite his assurance to the defendant for payment of her contractual dues, she exerted undue pressure upon him to make immediate payment threatening that in default thereof, she would defame him on social media. It is submitted that defendant instead of considering the request of plaintiff to make payment in the due course of time, took to social media and started posting defamatory content against him. It is asserted that defendant called the plaintiff a *bully* and *unprofessional* and went ahead and left no stone unturned in assassinating his character with a view to get her unjust demands fulfilled. It is submitted that the use of derogatory words by defendant on the social media made his friends and relatives constantly call him and affecting his professional life. It is alleged that the meritless comments posted by defendant against the plaintiff gravely impaired his reputation and goodwill as well as

that of his outlets.

15. This Court has carefully examined the alleged defamatory content posted in the form of *Instagram* stories by the defendant on her handle *snackwithlakk* and *lakshitajainn*. One of the story reads as under:

“Here’s what happened: Vidur appointed a point of contact (POC) from Cecilia’s to coordinate with me. That POC left the company. Now, instead of taking responsibility as the owner, Vidur Insists I chase that ex-employee for payment – even though it was his brand that received the service, not the individual. “Whether or not Vidur and his ex-employee have an internal arrangement is none of my concern. What matter is that I delivered exactly what we agreed upon, the brand benefited, and the creator payments are still pending. This isn’t just about the money - it’s about principle. The amount is small compared to his business revenue, but refusing to pay is an abuse of power and a clear example of how small service providers get exploited by bigger players who think they can get away with it. Stop exploiting small businesses. Honour your agreements, Pay for the work you’ve received.”

The another story apparently posted after the previous one is as follows:

“ Update:
Vidur has now reached out to a few creators who reposted my stories, playing the victim card-claiming, “I didn’t know there was a payment system”
Firstly, what kind of established brand owner gets into business without knowing the terms? That alone speaks volumes about his professionalism.
Secondly, even if he “forgot”, there’s a way to address it-and sending messages like “talk to the POC I assigned” (who has already left) is not how you resolve issues.

And now, he is telling creators that he will pay them. If you're agreeing to pay them, why not just clear the payment with me directly and end this? Or is this just a PR stunt to protect your image?"

The defendant also shared the screenshots of her discussion/chats with the plaintiff on her *Instagram* handle in the form of story, which reads as under:

"It's time to call out a bully - @kanodiavidur
Vidur Kanodia is the owner of @cecilia.pizzeria,
holds a franchise of @pincode_ india and likely
owns other restaurants too
You'd expect established business owners to deal
fairly and professionally, but here's the reality:
Vidur has refused to pay for services he agreed to,
and instead resorted to blocking me when I followed
up."

16. In the opinion of the Court, the present suit is bereft of necessary details of the alleged agreement between the plaintiff and the defendant regarding the social media promotion of the restaurant of the plaintiff. The plaintiff has not disclosed as to how the defendant approached the plaintiff and what terms and conditions were agreed upon between them for promotion of the restaurant. The plaintiff has not clarified as to what was the agreed 'milestone payment' between him and the defendant. It is the admitted case of plaintiff in para 6 of the plaint that the deliverables decided amongst the plaintiff and defendant were delivered by around 4 to 5 social media content creators. It is also pleaded that immediately after posting the said posts as agreed, defendant began harassing the plaintiff for release of milestone payments. *Firstly*, the plaintiff has not explained or clarified or

disclosed as to what was the amount of said milestone payment and at what stage of the performance of the content the said amount was required to be paid. In case the agreed milestone was achieved in a day or two of posting the content, the defendant was not unjustified in asking the agreed amount. In fact, the plaintiff has not disclosed as to what amount was actually paid by him to the defendant initially at the time of oral or written agreement of promotion and what amount was agreed to be paid at a later stage. The assertions of plaintiff are self-contradictory in as much as that he kept promising the defendant to make payment in the due course, however, no such payment was ever made by him to the defendant as per the contents of the plaint itself.

17. Further, a plain reading of the contents of the story posted by defendant on her social media account would provide that it was an employee of the plaintiff who agreed upon certain terms and conditions for promotion of the restaurant with the defendant. However, the plaintiff stepped into the shoes of said employee while filing the present plaint. It is nowhere denied in the plaint that the contents of the posts regarding discussion or business engagement with the employee are false. It is also not the case of plaintiff that the defendant did not deliver what she promised. The screenshots of the chat between plaintiff and defendant portray a version contrary to the one placed before the Court by the plaintiff. While the plaintiff has relied upon the said story of the defendant by filing a printout thereof with a certificate under section 63 of BSA 2023, the contents of his own plaint are

contrary thereto. There is no averment in the plaint that no such chat or discussion took place between the parties or the messages sent by defendant to the plaintiff as a part of said chat are false. One of the messages by plaintiff to the defendant reads as under:

“I blocked you because you are irritating and you argue unnecessarily. You are free to do what you want to do and so am I. Trust me with doing legal cases to defend myself in case of any funny acts by you. These threats don’t work for me. Try somewhere else, please. and take my word for it. The defamation, suit and others will follow immediately. Take care.”

18. It is required to be understood that the defendant used the term *bully* for plaintiff in one of her stories consequent upon receipt of aforesaid message of the plaintiff. The *context* in which the term ‘*bully*’ has been referred to in the plaint, and the one in which the said term has been used in the story is *contrastingly* different. In the opinion of the Court, in the world of social media, where the plaintiff and his restaurant exposed itself to paid promotion, it should also keep itself open to negative opinions and expressions. It is to be seen that the word ‘*bully*’ or ‘*unprofessional*’ has not been used in isolation by the defendant in her story. She has, in fact, reasoned out the use thereof in the same story while sharing the screenshot of the chat between her and the plaintiff. She disclosed the nature of agreement between her and the plaintiff/his employee, the alleged default on the part of plaintiff after his employee left the job, and his refusal to keep his word for payment agreed between the parties.

19. While plaintiff has vociferously claimed character assassination, feeling of harassment at the hands of defendant, tarnishing of his image on public platform, grave impairment of his reputation and goodwill and that of his outlets, no *prime facie* material substantiating any such allegation or claim has been placed on record. The plaintiff has failed to place on record even a single message shared by any of his friends or family members with him pursuant to their reading of the alleged stories posted by defendant. The plaintiff has also not disclosed the nature of loss suffered by him in the business of his restaurant on account of the alleged defamatory stories posted by defendant.

In the opinion of this Court, mere use of words *bully* and/or *unprofessional* is neither derogatory nor defamatory nor has the tendency of being defamatory, when read as a whole in the context of the nature of transaction between the parties and the chats which followed the said transaction. Admitting a claim of the nature raised by plaintiff would open floodgates for unscrupulous litigants to initiate litigation for every comment or post not liked by them or the ones derogatory merely in their subjective understanding of the things. Further, the Court is duty bound to strike a balance between the right to freedom of speech and expression guaranteed under the Indian Constitution and the right of an individual to safeguard their reputation. The Court cannot knock down reasonable expressions of criticism on social media under the garb of law of defamation.

20. Having considered the facts and circumstances of

the case and after a careful examination of the alleged defamatory content placed on record by the plaintiff would provide that it neither exposes the plaintiff to hatred or ridicule or contempt, or has the capacity to cause any harm to his reputation. The alleged content, in the opinion of the Court, does not fulfill the necessary ingredients of defamation as required under the Civil Law. Consequently, the suit is without any cause of action and therefore, does not call for issuance of process to the defendant. The suit is, accordingly, **dismissed**.

21. File be consigned to Record Room after necessary compliance.

(ARVIND BANSAL)
District Judge-05 (West District)
Tis Hazari Courts, Delhi/28.02.2026