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

+ **CS(COMM) 666/2025**

AXIS MAX LIFE INSURANCE LIMITED

.....Plaintiff

Through: Mr. Pradeep Bakshi, Sr. Advs. with
Mr. Darpan Wadhwa, Ms. Udit
Singh and Ms. Divita Vyas, Advs.

versus

UNION OF INDIA & ORS.

.....Defendants

Through: Mr. Shashank Dixit, CGSC with
Mr. Kunaj Raj, Adv. for D-1 & 2.
Counsel for D-13 & 14 (appearance
not given)
Mr. Varun Pathak, Mr. Tejpal
Singh Rathore and Ms. Prasadhi
Agrawal, Advs. for D-18.
Ms. Swati Agarwal, Mr. Shashank
Mishra, Mr. Vaarish Sawlani and
Ms. Vedika Rathore, Advs. for D-
19.
Ms. Anushka Sharma, Adv. for D-
20.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% **08.07.2025**

I.A. 15780/2025 (*Order II Rule 2 read with Section 151, CPC, 1908*)

1. Learned counsel for the plaintiff seeks leave to withdraw the present application as he does not wish to press the same at this stage.
2. Accordingly, the present application is dismissed as withdrawn.

I.A. 15774/2025 (*Section 149 read with Section 151, CPC, 1908*)

CS(COMM) 666/2025

Page 1 of 17



3. The plaintiff, *vide* the present application, seeks leave to file the deficient court fee within a period of two weeks.

4. Learned counsel for the plaintiff submits that since the deficient court fees has already been filed *vide* Diary No. 4475798/2025, the present application has become infructuous.

5. Accordingly, the present application is disposed of.

I.A. 15775/2025 (*Exemption from pre-litigation mediation*)

6. The plaintiff, *vide* the present application under *Section 12A* of the Commercial Courts Act, 2015, read with *Section 151* of the Code of Civil Procedure, 1908 (*CPC*), seeks exemption from instating pre-litigation mediation.

7. Considering the averments made in the present application, as also since the plaintiff is seeking grant of urgent interim relief as also since the present matter pertains to mass consumer deception and financial fraud causing detriment to public interest, the plaintiff is exempted from instituting pre-litigation mediation, more so, since an accompanying application under *Order XXXIX rule/s 1 & 2* of the *CPC* has also been filed herewith.

8. Accordingly, the present application is allowed and disposed of.

I.A. 15777/2025 (*Exemption*)

9. Exemption allowed, subject to all just exceptions.

10. The application stands disposed of.

I.A. 15776/2025 (*Exemption from advance service to defendant nos.1, 2, 5 and 8*)

11. The plaintiff, *vide* the present application under *Section 80* read with *Section 151* of the *CPC*, seeks exemption from affecting advance



service upon the *defendant nos.1, 2, 5 and 8* i.e. the Department of Telecommunications (*DoT*), the Ministry of Electronics and Information Technology (*MEITY*), Bharat Sanchar Nigam Ltd. (*BSNL*) and Mahanagar Telephone Nigam Ltd. (*MTNL*), respectively.

12. Learned counsel for the plaintiff submits that the aforesaid *defendant nos.1, 2, 5 and 8* have been impleaded for the limited purposes of issuance of notifications directing compliance with any order(s) that may be passed by this Court, and since no other relief(s) is being claimed against the said defendants, the plaintiff may be exempted from effecting advance service thereupon.

13. For the reasons stated in the present application, as also taking into account the aforesaid factors, and since it would be in the interest of justice, the plaintiff is granted exemption from effecting advance service upon the defendant nos.1, 2, 5 and 8.

14. Accordingly, the present application is allowed and disposed of.

I.A. 15779/2025 (*Exemption from advance service to D-3*)

15. The plaintiff, *vide* the present application under *Section 151* of the CPC, seek exemption from affecting advance service upon the defendant no.3/ unknown entity(s).

16. Learned counsel for the plaintiff submits that considering the position involved, particularly since the defendant no.3/ unknown entity is not known to the plaintiff, an exemption from effecting advance service is necessary.

17. For the reasons stated in the application, as also taking into account the aforesaid factors, and in the interest of justice, the plaintiff is granted exemption from effecting advance service upon the defendant no.3.



18. Accordingly, the present application is allowed and disposed of.

I.A. 15778/2025 (*Seeking permission to file the sample of confidential data of plaintiff's customers received by the plaintiff*)

19. The plaintiff, *vide* the present application filed under *Section 151* of the CPC, seeks the following reliefs:-

- “a) Allow the Plaintiff (i) the sample of the highly confidential and personal data/information of Plaintiff's customers received by the Plaintiff along with the Defendant No.3's email dated June 30, 2025 (Document No. 8), (ii) the unredacted copy of email dated June 23, 2025 (Document No. 4), which contains the highly confidential and sensitive personal information pertaining to the Plaintiff and its customers, and (iii) the unredacted copy of the Trademark License Agreement dated December 11, 2024 (Document-2) in a sealed cover envelope to be made available only to this Hon'ble Court;
- b) Pass such other orders as this Hon'ble Court may deem fit and proper according to the facts and circumstances of the case.”

20. Let the electronic record by way of an encrypted CD/ DVD/ Pen Drive Medium with a hash value in a non-edited form in terms of *Rule 24* of Chapter XI of the Delhi High Court (Original Side) Rules 2018, be filed before the Registry within a period of two weeks.

21. Let the same accordingly form a part of the record of the present suit by way of an electronic folder in such a manner that it can be opened to view by this Court as and when required. Also let the hash value be kept separately by the Registry on the file.

22. Accordingly, the present application stands disposed of.

CS(COMM) 666/2025

23. The plaintiff, *vide* the present plaint, seek grant of permanent and mandatory injunction restraining the defendant no.3/ unknown entity(s) and any person/ entity acting for or on its behalf from using, copying,



publishing, distributing, transmitting, communicating, or disclosing to any person, by any means whatsoever (including on the dark web or any online/ offline platform), any confidential or sensitive personal information or data belonging to the plaintiff or its customers, along with other ancillary reliefs.

24. Let the plaint be registered as a suit.

25. Issue summons of the suit to the defendants.

26. Learned counsel appearing for the defendants nos.1, 2, 18, 19 and 20 appearing on advance service accept summons.

27. Learned counsel for defendant nos.13 and 14, while accepting summons of the suit, at the outset, submits that since the assistance as sought by the plaintiff in the present proceedings is only *qua* the defendant no.13 and not defendant no.14 therefore, the defendant no.14 may be deleted from the array of parties.

28. In response, learned senior counsel for the plaintiff submits that appropriate steps *qua* the said defendant no.14 will be taken in due course in accordance with law.

29. The written statement(s) be filed by the defendant nos.1, 2, 13, 14, 18, 19 and 20 within *thirty days*. Written statement(s) be filed by the aforesaid defendants along with affidavit of admission/ denial of documents of the plaintiff, without which the written statement(s) shall not be taken on record.

30. Replication(s) thereto, if any, be filed by the plaintiff *fifteen days* from the date of receipt of the written statement(s). The said replication(s), if any, shall be accompanied by with affidavit of admission/ denial of documents filed by the defendants, without which the replication shall not be taken on record within the aforesaid period of *fifteen days*.



31. Issue summons of the suit to the remaining defendants through all permissible modes returnable before the learned Joint Registrar on 10.10.2025.

32. The summons shall state that the written statement(s) be filed by the said defendants within *thirty days* from the date of the receipt of the summons. Written statement(s) be filed by the said defendants along with affidavit of admission/ denial of documents of the plaintiff, without which the written statement(s) shall not be taken on record.

33. Replication(s) thereto, if any, be filed by the plaintiff *fifteen days* from the date of receipt of written statement(s). The said replication(s), if any, shall be accompanied by with affidavit of admission/ denial of documents filed by the defendants, without which the replication shall not be taken on record within the aforesaid period of *fifteen days*.

34. If any of the parties wish to seek inspection of any document(s), the same shall be sought and given within the requisite timelines.

35. List before the learned Joint Registrar for marking exhibits of documents on 10.10.2025. It is made clear that if any party unjustifiably denies any document(s), then such party would be liable to be burdened with costs.

I.A. 15773/2025 (Stay)

36. The plaintiff, *vide* the present application, seeks to restrain the defendant no.3/ unknown entity(s) and any person/ entity acting for or on its behalf from using, copying, publishing, distributing, transmitting, communicating, or disclosing to any person, by any means whatsoever (including on the dark web or any online/ offline platform), any confidential or sensitive personal information or data belonging to the



plaintiff or its customers, along with other ancillary reliefs.

37. As per complaint, the plaintiff is a company registered under the Companies Act, 1956, engaged in the business of selling insurance in India since the year 2000. The plaintiff is registered with the Insurance Regulatory and Development Authority of India (IRDAI) and has been operating under the brand name 'Max New York Life' and 'Max Life' since 2001 which recently got changed to 'Axis Max Life' in December 2024 and is a recognised brand across India in the Insurance sector.

38. Furthermore, 'Max Life Insurance', 'Max' and 'Axis' are registered trademarks duly licensed to use by the plaintiff *vide* a Trademark sublicense agreement dated 12.10.2016 and Trademark License Agreement dated 11.12.2024. The plaintiff also maintains a website under the domain name 'www.axismaxlife.com' (which was earlier operated under the domain name 'www.maxlifeinsurance.com'). The said domain names 'www.maxlifeinsurance.com' and 'www.axismaxlife.com' were registered by the plaintiff in the years 2005 and 2024 respectively.

39. As part of its business processes and statutory as well as regulatory requirement, the plaintiff is required to collect and store certain sensitive personal data and information relating to its customers (which data is recognized and protected under law). The data is collected and used for the purposes of providing products and services to the customer and for meeting statutory and regulatory obligations. The customers provide their sensitive personal data to the plaintiff on a highly confidential basis which is retained by the plaintiff to be used only in accordance with law. Such information is not disclosed to the public in general and is kept confidential by the plaintiff.



40. Further, the confidential information relating to customers that the plaintiff receives and retains includes the following: (i) names of customer; (ii) identification documents; (iii) address; (iv) contact number; (v) policy copy and policy number; (vi) premium details and receipt number; (vii) PAN number; (viii) medical and lifestyle related information; (ix) banking details and other personal details of the customer for which the plaintiff has implemented necessary measures and precautions including extremely sophisticated and technologically strong protocols and data protection programs aligned with IRDAI regulations.

41. However, on 23.06.2025 at around 09:48 AM, the plaintiff received an email ("***email no.1***") addressed to one Ms. Renuka Singh, (Chief Manager-Marketing) on three email IDs owned and controlled by the plaintiff, namely (i) '*helpdesk.branches@maxlifeinsurance.com*'; (ii) '*Helpdesk.HomeOffice@axismaxlife.com*'; and (iii) '*NRI.Helpdesk@axismaxlife.com*' from the defendant no.3/ unknown entity(s) via an email address '*rajdeepjewellers6@gmail.com*' wherein the defendant no.3/ unknown entity(s) claimed to have illegally obtained and possess confidential and sensitive personal data of the plaintiff's customers, including customer data such as name, contact number, policy number, policy name, and emails IDs in relation to the insurance services provided by the plaintiff. Furthermore, the defendant no.3/ unknown entity(s) also threatened vide e-mail dated 23.06.2025 [**Document 4**, plaintiff's list of documents] that he/ she will publish for sale the said confidential and sensitive personal data of purported *twenty* (20) lakh customers of the plaintiff on the dark web, if the plaintiff did not deal and negotiate with him/ her.



42. Pursuant thereto, the plaintiff responded to the aforesaid email by sending an email dated 29.06.2025 at 12:42 AM [**Document 5**, plaintiff's list of documents] informing the defendant no.3/ unknown entity(s) that the plaintiff was unable to verify the veracity of the allegations and the details provided in the said email and requested the defendant no.3/ unknown entity(s) to share sample data in order to verify the allegations and the degree of threat.

43. Thereafter, the defendant no.3/ unknown entity(s) responded by sending two emails dated 29.06.2025 at 03:29 AM ("***email no.2***") [**Document 6**, plaintiff's list of documents] and 03:35 AM ("***email no.3***") [**Document 7**, plaintiff's list of documents] reiterating his/ her extortionary threat to sell the said confidential and sensitive personal information of the plaintiff's customers in case no negotiations are undertaken until Monday. Further, the defendant no.3/ unknown entity(s) issued another email dated 30.06.2025 at 07:31 AM ("***email no.4***") [**Document 8**, plaintiff's list of documents] which was accompanied by a document which contained sample sensitive personal information of 50,000 customers and again threatened to sell confidential and sensitive personal information of the plaintiff's customers in case no negotiations are undertaken by 08:00 PM on 07.07.2025.

44. Subsequent thereto, the plaintiff in order to seek more time and delay/ discourage defendant no.3/ unknown entity(s) from publishing/ selling the confidential and personal data of the plaintiff and its customers, sent another email to the defendant no.3/ unknown entity(s) on 30.06.2025 at 07:28 PM stating that the plaintiff is still in the process of reviewing the information. In response thereto, the defendant no.3/ unknown entity(s)



sent another email 30.06.2025 at 07:55 PM (“*email no.5*”) [*Document 10*, plaintiff’s list of documents] threatening to publish/ sell the said confidential and personal data if the plaintiff does not pay the defendant no.3/ unknown entity(s) by way of 200 Ethereum (crypto currency){valued at INR 4,44,18,676/- (Rupees Four Crore Forty-Four Lacs Eighteen Thousand Six Hundred and Seventy-Six)}. The defendant no.3/ unknown entity(s) sent another email dated 02.07.2025 at 12:59 PM (“*email no.6*”) [*Document 11*, plaintiff’s list of documents] stating that he/ she also possesses certain other confidential information of the plaintiff’s customers.

45. Additionally, the defendant no.3/ unknown entity(s) on June 23, 2025, using a profile with the name ‘Jewellers Rajdeep’ attempted to connect with Ms. Renuka Singh (Chief Manager-Marketing), an employee of the plaintiff via LinkedIn, a platform owned and operated by the defendant no.15. Further investigation led the plaintiff to come across two other accounts on the platforms operated by defendant nos.16 and 17 that seem to be linked to the same email address ‘*rajdeepjewellers6@gmail.com*’ available at URL: ‘*x.com/jewellersr76650*’ and ‘*independent.academia.edu/JEWELLERSRAJDEEP*’, respectively.

46. Learned senior counsel for the plaintiff submits that immediately after learning of the breach, the plaintiff has made efforts to verify the veracity of the data received by conducting a validation exercise to verify the sample data shared by the defendant no.3/ unknown entity(s). The outcome of which suggest that the defendant no.3/ unknown entity(s) has in his/ her possession highly confidential and sensitive personal data



belonging to the plaintiff and its customers, which is not available in the public domain or accessible through a simple search on the internet.

47. Learned senior counsel further submits that in order to prevent further leak of any confidential information, the plaintiff has initiated information security assessment and data log analysis including invocation of its cyber crisis management plan and engagement with qualified external security experts and cyber incident investigators to conduct technical assessment of the suspected systems to identify the source and take affirmative actions to stop future leaks.

48. Additionally, the plaintiff has also filed a Criminal complaint dated 03.07.2025, bearing no. 1315-CAS at Police Station Cyber Crime East, Gurugram.

49. Learned senior counsel further submits that the *defendant nos.1 and 2* i.e. the Department of Telecommunications (*DoT*), the Ministry of Electronics and Information Technology (*MEITY*) have been impleaded as parties to the present suit for the limited purposes of issuance of notifications directing compliance with any order(s) that may be passed by this Court.

50. Learned senior counsel also submits that *defendant nos.4 to 12* are Internet Service Providers (ISPs) which have been impleaded as parties for the purpose of facilitation of blocking and suspension orders that may be passed, as well as for disclosure of necessary information.

51. Learned senior counsel thereafter submits that *defendant no.13* i.e. Google LLC owns and operates '*g-mail.com*', which is an online communications platform and '*google-drive.com*', which provides a file storage/ sharing service, and functions as an email service file storage/



sharing service, which has been impleaded as party to the present suit since the email owned and operated by defendant no.3/ unknown entity(s) is a gmail address.

52. Learned senior counsel then submits that *defendant nos.14 to 20* are social media intermediary which have been impleaded for the purpose of facilitation of blocking and suspension orders that may be passed, as well as for disclosure of necessary information.

53. Learned senior counsel further submits that the defendant no.3/ unknown entity(s), by illegally accessing/ threatening to disseminate and publish the confidential and sensitive personal information of the plaintiff and its customers, is not only attempting to illegally extort money from the plaintiff but is also likely to cheat the customers of the plaintiff. Further, such sensitive and confidential personal data can also be misused by defendant no.3/ unknown entity(s) to unauthorizedly access bank accounts and other personal accounts of the plaintiff's customers as also by selling it to other unscrupulous entities whose sole purpose is to cheat innocent citizens by impersonating reputed companies like the plaintiff.

54. As per learned senior counsel, the plaintiff's apprehensions are well founded and are borne out from nearly identical scams that have been recently perpetrated on various insurance companies. Reliance is placed upon *Star Health and Allied Insurance Co. Ltd. Versus Telegram Messenger & Ors.* (C.S. (Comm. Div). No. 178 of 2024), wherein, by way of orders dated 24.09.2024, 25.10.2024 and 11.11.2024, the Madras High Court noted that given the sensitive nature of business, it is likely that irreparable hardship would be caused unless ad-interim protection was granted. Reliance is also placed upon *Niva Bupa Health Insurance*



Company Limited Versus Telegram FZ-LLC and Others, 2024 SCC OnLine Del 8908, wherein the plaintiff therein had sought similar urgent reliefs to prevent illegal dissemination of the plaintiff's customer's confidential information and data. As such, *vide* order dated 5.12.2024, this Court therein, while acknowledging the urgency and severity of the situation was pleased to pass appropriate orders for safeguarding the confidential data and information of the plaintiff's customers.

55. This Court has heard learned senior counsel for the plaintiff, as also gone through the pleadings and documents on record.

56. Based on the factual assertions set out in the plaint, the aforesaid arguments addressed and the provisions of the IT Rules, any disclosure/ publishing/ selling i.e. misuse of the sensitive confidential and personal data of the plaintiff as also its customers, including, but not limited for the purposes of illegal dissemination and/ or passing off by the defendant no.3/ unknown entity(s), poses a significant risk to the plaintiff's recognized brand and reputation, customer trust and regulatory obligations.

57. Also, this Court is mindful of the fact that the plaintiff is not a fly by night operator and, in fact, is a leading insurance provider in India, and its business heavily relies on maintaining trust and confidence of the highest order as clients share with the plaintiff highly sensitive information which if misused can drive the customers away thereby, damaging the plaintiff's market share and brand integrity.

58. Letting anyone like the defendant no.3/ unknown entity(s) to carry on with its activities will lead to huge ramifications, especially, with the common man at large being at risk with personal details out in the open



with no amount of confidentiality left with. Any disclosure/ publication/ sale/ misuse of the sensitive data which otherwise must be kept confidential as per industry and legal standards can result in significant harm to the general public at large as also the plaintiff's customers wherein unfortunate acts such as identity theft, financial fraud, privacy violations and unauthorized transactions may occur.

59. This is, more so, since the sensitive data can be misused for a variety of purposes including for the purpose of impersonating the plaintiff, which would also involve infringement of the plaintiff's registered trademark and passing off. In fact, the damages cannot not be compensated in terms of money especially since defendant no.3 is an unknown entity.

60. In light of the above, the plaintiff has been able to make out a *prima facie case* in its favour and against the defendant no.3/ unknown entity(s). Further, since the present matters involves a huge element of public harm there is likelihood of the plaintiff suffering *irreparable harm, loss and injury* in the form of detriment to its reputation and goodwill at the hands of defendant no.3/ unknown entity(s) if the sensitive data of the plaintiff and its customers is misused/ leaked/ put out there for any and every person/ entity to see, without their being any consent of the concerned persons to that effect, thus, the *balance of probabilities and convenience* tilt in favour for grant of an *ex parte ad interim* injunction in favour of the plaintiff and against the defendant no.3/ unknown entity(s).

61. Accordingly, till the next date of hearing:-

- a. Any person, including the defendant no.3 herein, their directors, officers, employees, agents, associates, servants, or any



persons claiming through them or acting on behalf of defendant no.3/ unknown entity(s), are restrained from using, copying, publishing, distributing, transmitting, communicating, or disclosing to any person, by any means whatsoever (including on the dark web or any online/ offline platform), any confidential or sensitive personal information or data belonging to the plaintiff or its customers.

b. Any person, including the defendant no.3 herein, their directors, officers, employees, agents, associates, servants, or any persons claiming through them or acting on behalf of defendant no.3/ unknown entity(s), are restrained from infringing, passing off, or using the registered trademarks licensed to use by the plaintiff, including for the purpose of furthering the threatened data leak or extortion, by offering to sell, making, creating, publishing, uploading, circulating, and/ or reproducing content depicting the use of any trademark that is identical and/or that is deceptively similar and/ or substantial reproduction of the trademarks licensed to the plaintiff or any like nature in any medium/ form including television, print media, and/ or the internet and/ or in any manner whatsoever.

c. Defendant no.13 is directed to block, suspend and preserve the email address '*rajdeepjewellers6@gmail.com*' used by the defendant no.3/ unknown entity(s) as also to disclose on affidavit before this Court all available details of the defendant no.3/ unknown entity(s) or those associated with the email account '*rajdeepjewellers6@gmail.com*' including their names, addresses, email addresses, contact details, URLs, IP addresses from where the said email account was accessed, and location history available with



or accessible by defendant no.13 while providing the email services or any other services linked to the said email accounts.

d. Defendant no.15 is directed to disclose on affidavit before this Court all available details associated with the LinkedIn account at URL: '<https://www.linkedin.com/in/jewellers-rajdeep-lb0lb6337/>', including their names, addresses, email addresses, contact details, URLs, IP addresses from where the account was accessed, and location history.

e. Defendant no.16 is directed to disclose on affidavit before this Court all available details of defendant no.3/ unknown entity(s) or those associated with the X account at URL: 'x.com/jewellersr76650', including their names, addresses, email addresses, contact details, URLs, IP addresses from where the account was accessed, and location history.

f. Defendant no.17 is directed to disclose on affidavit before this Court all available details of defendant no.3/ unknown entity(s) or those associated with the Academia account at URL: '[Independent.academia.edu/JEWELLERSRAJDEEP](https://independent.academia.edu/JEWELLERSRAJDEEP)', including their names, addresses, email addresses, contact details, URLs, IP addresses from where the account was accessed, and location history.

g. Defendant no.1 and 2 are directed to ensure compliance by the ISPs and Telecom Operators under their control and authority of the above directions.

h. Defendant nos.4 to 20 are directed to remove, delete, block, and disable within 24 hours upon intimation from the plaintiff all/ any subsequently discovered domain names, phone numbers, webpages, accounts, groups, URLs, email accounts, and/ or content



that contains, uses, copies, publishes, distributes, transmits, communicates, or otherwise discloses, or attempt or threaten to do any of the above, in respect of any information or data belonging to the plaintiff or its customers.

i. Defendant no.3/ unknown entity(s) is directed to permanently delete and destroy all digital and physical copies of the information or data belonging to the plaintiff or its customers, which is in the possession or control of defendant no.3/ unknown entity(s), and to file a detailed affidavit of compliance within a period of two weeks.

62. Issue notice.

63. Learned counsel appearing for defendants nos.1, 2, 13, 14, 18, 19 and 20 on advance service accept notices. They seek, and are granted, four weeks for filing reply(ies). Rejoinder(s) thereto, if any, be filed within two weeks thereafter.

64. Upon the plaintiff taking requisite steps, issue notice to the remaining defendants through all permissible modes returnable before the Court on 11.11.2025.

65. Reply, if any, be filed within four weeks from the date of service. Rejoinder(s) thereto, if any, be filed within two weeks thereafter.

66. The provisions of Order XXXIX Rule 3 CPC be complied forthwith.

67. List before Court 11.11.2025.

SAURABH BANERJEE, J.

JULY 08, 2025/bh