

**O.A. No.389 of 2024**

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**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

<b>Date of Reserving the Order</b>	<b>Date of Pronouncing the Order</b>
<b>19.09.2024</b>	<b>10.01.2025</b>

**CORAM:**

**THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN**

**O.A. No.389 of 2024**

**in**

**C.S.No.122 of 2024**

Matrimony.com Ltd  
rep.by its Authorized Signatory  
Mr.K.Krishnan, VP-Legal  
No.94, TVH Beliciaa Towers  
Tower 2, 5<sup>th</sup> Floor, MRC Nagar  
Raja Annamalaipuram  
Chennai-600 028

... Applicant

-vs-

People Interactive (I) Pvt. Ltd.,  
Metro 1 Building  
3<sup>rd</sup> Floor, Unit Old No.162, 163  
New No.28 & 30  
Kodambakkam High Road  
Chennai-600 034

... Respondent



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For Applicant : Mr.P.V.Bala Subramanian  
Senior Counsel  
for M/s.BFS Legal

For Respondent : Mr.P.S.Raman  
Senior Counsel  
for Mr.Mahesh Saurastri

**ORDER**

The plaintiff is the applicant herein.

**2.** The applicant filed the suit in C.S.No.122 of 2024 seeking

(i) Permanent injunction against the respondent or his servants, agents, licensees, assigns, employees, from in any manner advertising its services using advertisements films / promotional material / website promotions / signage / billboards / pamphlets / newspaper advertisements, which are contrary to the Code for Self-regulation of Advertising Content in India, Cable Television Networks Rules, 1994, Cable Television Networks (Regulation) Act, 1995.



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(ii) Permanent injunction restraining the respondent or his servants, agents, licensees, assigns, employees, from in any manner indulging in Unfair Trade Practices including by advertising its services using the slogan “30 day money back guarantee” in textual or visual form in any of its advertisements TVCs / films / promotional material / website promotions / signage / billboards / pamphlets / newspaper advertisements.

**3.** The respondent filed his written statement.

**4.** Pending suit, application No.2742 of 2024 was filed under Order II Rule 2 of the Code of Civil Procedure seeking an order granting leave to the applicant herein to institute a separate suit against the respondent for damages arising out of the same cause of action.

**5.** The said application was allowed and leave was granted to the applicant by this Court by order dated 13.06.2024.

**6.** Now, the present application has been filed by the applicant seeking the relief as extracted above.

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**7.** As per the plaint as well as the affidavit filed in support of this application, it is alleged by the applicant that Bharat Matrimony is the largest online matrimony service in the market and it is a trusted brand and offers its service in multiple Indian States with regional matrimony platforms under the flagship Bharat Matrimony brand such as Kerala Matrimony, Tamil Matrimony, Marathi Matrimony, Assamese Matrimony totalling 18 websites and apps.

**8.** It is further alleged by the applicant that the respondent is also a market player offering matchmaking service through various brands owned by it, including Shaadi.com. The said service is provided online and is available to users across India and includes services in the name of Tamilshaadi.com, Telugushaadi.com etc.

**9.** The Advertising Standards Council of India is an organization set up by professionals from the advertising and media industry and it aims to keep advertisements honest, truthful, decent, safe and fair by means of self-regulation. In furtherance of the same, the said organization has devised guidelines / standards, namely, “The Code for Self-Regulation of Advertising Content in India”, which has obtained sanctity by its incorporation in the



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**WEB COPY** Cable Television Networks Rules, 1994 made under the Cable Television Networks (Regulation) Act, 1995, whereby advertisements, which are in violation of the Code, are prohibited from being carried in cable service.

**10.** It is further alleged by the applicant that he has filed the present suit against the respondent on account of the latter's adoption of untruthful, dishonest and deceitful means to advertise and promote its services on various Broadcasting platforms, online websites (including its own – Shaadi.com) by making claims, which are misleading, falsehood and exploitative and also in contravention to the Cable Television Networks Rules, 1994, Code for Self-Regulation of Advertising Content in India and the decisions passed by the Advertising Standards Council of India.

**11.** It is further alleged by the applicant that the respondent, in the course of advertising and promoting its brand Shaadi.com, has committed deceit and peddled falsehood as seen below:

A visual advertisement titled “Money Back Guarantee” is a 15 second advertisement film, which has been produced in several languages, such as Tamil, Malayalam, Marathi and Hindi. The storyline in Tamil and Hindi is as follows:



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Tamil	Hindi
<p>Two characters (prominent movie actors) appearing to be a couple pose questions to a family of three (of which one of the characters appear to be a Bride) such as</p> <p>Is the marriage hall fixed? Have you invited everyone? Is the groom's comb ready?</p>	<p>Three characters in which a couple watch over their adult woman child dancing.</p> <p>The couple pose her a question as to what's going on? To which the woman responds stating that she's practicing for her Sangeet.</p>
<p>The said family of three in unison respond to the said questions with “But, there is no groom!”</p> <p>To which the couple retort 'Let the marriage preparations begin! With Tamilshaadi.com guarantee' with visuals containing (found below in point a.1.) prominently displayed on the screen.</p> <p>The subtitle shown during this frame of the advertisement film reads 'Because this is Shaadi.com's Guarantee!'</p>	<p>The couple as a reply state “Waah Miss Nautanki, let's find you a nice boy first”.</p> <p>The woman quickly retorts “Missus Nautanki, Dad. You start the wedding preparations' with visuals containing tests (found below in point a.2.) prominently displayed on the screen.</p> <p>The subtitle shown during this frame of the advertisement film reads “Because this is Shaadi.com's Guarantee!”</p>



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**12.** Learned counsel for the applicant would contend that the respondent has deliberately made dishonest and untruthful claims about his services by making statements, which clearly mislead and exploit the consumers.

**13.** According to the applicant, it is against the provisions of the Cable Television Networks Rules, 1994 and he has preferred complaints before the Advertising Standards Council of India against the respondent on various dates as stated in the application.

**14.** It is the specific case of the applicant that those complaints were filed in respect of the advertisements aired by the respondent between 13.11.2023 and 22.02.2024 as the same are violative of the Cable Television Networks (Regulation) Act, 1995 and the Cable Television Networks Rules, 1994 made thereunder and the Code for Self-Regulation of Advertising Content in India.

**15.** My attention was drawn to the findings given by the Advertising Standards Council of India, which are as follows:



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(a) After viewing the Television advertisement and YouTube advertisement of the respondent, the Advertising Standards Council of India held that the Money Back Guarantee is unfulfilled by imposing conditions that contradict the material claim made in the advertisement. That the '30 Day Money Back Guarantee' is misleading and is likely to lead to widespread disappointment in the minds of the consumer and is in contravention of Chapter I, Clauses 1.4 and 1.5 of the Code.

(b) The Advertising Standards Council of India upheld the complaint and directed the respondent to modify / withdraw the advertisement by 14.02.2024.

(c) The Advertising Standards Council of India issued a response stating that the present complaint pertains to the advertisements in Television channels in Hindi, Tamil, Gujarati, Marathi, Malayalam, Punjabi and Bengali and platforms associated with Shaadi.com. That the respondent has not provided any assurance of compliance to the Advertising Standards Council of India's decisions.

**16.** It is also stated that even after the decision rendered by the



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**WEB COPY** Advertising Standards Council of India, the respondent did not mend his ways.

**17.** The learned Senior Counsel appearing for the applicant would contend that there is a legal obligation on the part of the respondent to comply with the decision of the Advertising Standards Council of India, when there is a categorical finding that the the advertisements made by the respondent are violative of the Cable Television Networks Rules, 1994.

**18.** Based on the counter affidavit filed by the respondent, Mr.P.S.Raman, learned Senior Counsel, would contend that the suit has been filed for a bare injunction without any cause and basis and it is only an illegal attempt to undermine or disadvantage the respondent, who is the applicant's competitor in the market place. The present suit is an outburst of the business rivalry and it has been filed in order to scuttle the growth of the respondent in the market. The applicant and the respondent are competitors in the Internet-based matchmaking service market.

**19.** According to the learned Senior Counsel appearing for the respondent, the services of the applicant “assure a bride / bridegroom a



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match guarantee within a period of thirty days”. This offer is a prime offer to the premium members and / or prospective premium members and they have been informed that they can claim their money back in the event they are unable to find a match, albeit subject to the applicable terms and conditions.

**20.** According to the learned Senior Counsel appearing for the respondent, the said “advertisement / offer with money back guarantee to find bride / bridegroom” is not in any manner misleading the public and the respondent through the said advertisement / offer do not make any false or misleading claim of guarantee of marriage or matrimonial match as averred by the applicant.

**21.** Further, according to the learned Senior Counsel appearing for the respondent, the public was put to clear and explained about the features of the advertisement / offer through the audio-visual medium in a short period of time.

**22.** Heard the learned Senior Counsel appearing on either side and perused the materials available on record.



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**23.** The point for consideration in this application is whether the applicant has made out a *prima facie* case that the advertisement / offer made by the respondent is misleading the public or it is false and the terms and conditions of the said offer have been clearly put to the consumers or not.

**24(a).** “Doctrine of caveat emptor” which means “let the buyer beware” has several exceptions. One such exceptions is fraudulent misrepresentation and undisclosed defects. By advent of the Consumer Protection Act, the principle of “caveat emptor” has diluted and water down and now the procedure is several guarded from the exploitations of the seller.

(i) It remains to be stated that the opposite of caveat emptor is “caveat venditor” which means and includes “let the seller beware” whereby the initial position of let the purchaser beware viz., responsibility on the buyer to check the service has made a paradigm shift to the caveat venditor namely the seller beware whereby some responsibility is placed on the seller to ensure that the services meets all legal requirements.

**24(b).** At this juncture, it is also relevant to refer to 'Caveat lector'



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which is a Latin phrase, meaning 'let the reader beware'. It means that when reading something, the reader should take careful note of the content and undertake due diligence on where the contents are accurate, relevant, reliable and so forth. The another variant is “Caveat Auditor” which means and includes “let the listener beware” were caution is urged regarding of in a particular spoken message it has to be interpreted. Accordingly the above stated principles are kept in mind in respect of the impugned advertisements by the defendant/respondent in connection with the matrimonial advertisement captioned as “Bridegroom in 30 days, failing which refund of money”.

**24(c).** The Code for Self-Regularisation of Advertising Content in India by the advertising Standard Council of India and guideline for the preventing misleading advertisements and endorsement for misleading advertisements, 2022 provisions are kept in mind.

**24(d).** In respect of the matrimonial advertisements, there is no specific legislation or guidelines for the prevention of misleading advertisements. The captioned guideline do prescribes the disclaimer in the advertisement and a disclaimer in the advertisement shall fulfil the



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*“11.(2) A Disclaimer in advertisement shall fulfil the following requirements, namely ---*

*(a) a disclaimer shall be in the same language as the claim made in the advertisement;*

*(b) the font used in a disclaimer shall be the same as that used in the claim;*

*(c) the placement of the disclaimer shall be at a prominent and visible place on the packaging and ideally be on the same panel of the packaging as that of the claim;*

*(d) if the claim is presented as voice over, the disclaimer shall be displayed in syne with the voice over and at the same speed as that of original claim made in the advertisement;*

*(e) a disclaimer shall be so clear, prominent and legible as to make it clearly visible to a normally sighted person reading the marketing communication once, from a reasonable distance and at a reasonable speed.”*

**24(e).** Both the petitioner and the respondents are service providers in the Matrimonial Assistance to seek the bride and bridegroom. The subject matter of the case is that with regard to the matrimonial advertisement by the defendant/respondent and they made an advertisement that “Bridegroom in 30 days” failing which “refund of money” will be paid. The



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**WEB COPY** disclaimer or terms and conditions are also be given which are discussed in detail infra.

**24(f).** It is to be noted that the disclaimer or the terms of conditions, the size of the font and the placement and visibility, as to a certain extent are as extracted supra.

**24(g).** In the instant case, the terms and conditions are in tiny letters and there is no audio over the terms and conditions. Size of the letters are so tiny and also differs from the conditions which is disclosed infra. The conditions apply should not be in a tiny letters so as to got out of the sight of the normal person reading the marketing communication from a reasonable distance at a reasonable speed. With this in mind, let us consider the factual position in the instant case.

**25(a).** A perusal of the adjudication papers shows that the applicant filed Application No.4004 of 2024 seeking leave of this Court to him to file additional documents. It is seen that by order dated 19.09.2024, the said application has been ordered.



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**25(b).** In the typed set of papers filed by the respondent, various screenshots of the details of the membership plans on the website of the respondent and the screenshots of the details / terms of the money back guarantee on the website of the respondent and the screenshots of various websites run / administered by the applicant as well as the recommendations of the Advertising Standards Council of India against the applicant have been filed.

**26.** In the typed set of papers filed by the applicant, from Page Nos.103 to 116, various screenshots of the advertisement of the respondent have been filed. As per the videograph display, the contents of the said advertisement are as follows:

*“Is the marriage hall fixed?*

*Have you invited everyone?*

*Is the groom's comb ready?*

*But, there is no groom!*

*Let the marriage preparations begin!*

*With Tamil Shaadi.com guarantee 30 Day Money Back Guarantee*

...

...

*What's going on?*

*Practice ...*



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*... for my Sangeet!  
Waah Miss Nautanki  
Let's find you a nice boy first.  
...  
You start the wedding preparations.  
Because this is Shaadi.com's Guarantee!  
...  
Shaadi.com, Register now.”*

**27.** According to the learned Senior Counsel appearing for the respondent, it is an innovative thinking of advertisement.

**28.** However, according to the learned Senior Counsel appearing for the applicant, the respondent is misleading the general public by the said advertisement / offer and with the said thirty days period, how the marriage preparations could be completed.

**29.** It is to be noted that the advertisement / offer made by the respondent has been scrutinized by the Advertising Standards Council of India and the said Council has expressed its view as extracted in Paragraph No.15 In short, the decision of the said Council is to the effect that the thirty day money back guarantee is misleading and is likely to lead to the widespread



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disappointment in the minds of the consumer and is in contravention of Chapter I, Clauses 1.4 and 1.5 of the Code.

**30.** It remains to be stated that the stand of the respondent, as contended by the learned Senior Counsel appearing for the respondent, is that the decision of the Advertising Standards Council of India is only in recommendatory in nature and there is no legal obligation for the respondent to comply with the decision of the said Advertising Standards Council of India.

**31.** In support of the said contention, learned Senior Counsel appearing for the respondent has placed reliance upon the Division Bench Judgment of the Delhi High Court, dated 07.02.2020, made in W.P.(C) No.9823 of 2017, in ***Sameer Jain and another vs. Union of India and others***, wherein it has been held that the Advertising Standards Council of India is merely a recommendatory body and its recommendations are to be appreciated and decided by the Union of India.

**32.** This Court concurs with the view expressed by the Division Bench of the Delhi High Court in the above cited decision.



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**33.** Hence, this Court is of the view that the Advertising Standards Council of India is not a statutory recommendatory authority and its decision is merely a recommendation and it is not binding on the respondent. No doubt, it is true that the decision of the Advertising Standards Council of India is not binding upon the respondent for lack of statutory sanction. But, the respondent cannot mislead the public by making a false advertisement / offer, whereby the public will be put to cheating.

**34.** At this juncture, learned Senior Counsel appearing for the respondent has drawn my attention to the counter affidavit filed by the respondent and stated that there is a “disclaimer” in the advertisement or offer that it is “applicable only” if the customer / consumer has sent at least ten interests to other members and the said premium member does not receive even a single accept within the first thirty days of becoming a premium member, the respondent would refund the entire membership fee on demand. Further, the said offer is applicable only to the online memberships and it does not apply to the personalised memberships.

**35.** As per the counter affidavit, till the second week of June, 2024, the respondent has received and processed 1201 refund requests and



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has refunded approximately a sum of Rs.45.75 lakhs, which also assumes significance to indicate that more than 1000 people have been got cheated and misled by the advertisement / offer of the respondent, since the “disclaimer of the respondent is not properly displayed” or properly found in the advertisement.

**36.** The audio-visual medium is for a short period of time and it does not disclose the disclaimer or the terms and conditions to the public, since it is too small for viewing. Even on the website, the fact remains so. To substantiate the same, the learned Senior Counsel for the applicant has produced a pendrive before this Court.

**37.** A perusal of the affidavit filed by the applicant in support of the present application shows that the respondent throughout its advertisement films / advertisements published across various languages in India aims at making a claim that “their service assures a bride / bridegroom within a period of thirty days” and further if the consumer of their service fails to secure one, they are guaranteed for money back.

**38.** This Court finds that the respondent by employing a misleading advertisement with falsehood has contravened the Code for Self-

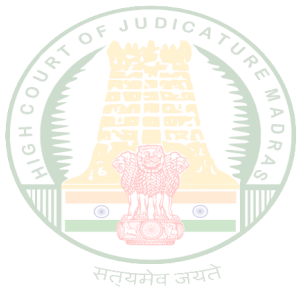


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regulation of Advertising Content in India and indulged in unfair trade of practice and he has made a false assertion that utilizing their service comes with a guarantee that the user will “find a bride / bridegroom within a period of thirty days” and also made a false assertion that the user shall be guaranteed money back in the event they fail to secure a bride / bridegroom. Rather, in reality, the respondent promises something that is contrary by saying that “*If you have sent at least ten interests to members and you don't have a single accept within the first thirty days of becoming a premium member, we will refund your entire fee, no questions asked*”, which is tucked in fine print.”

**39.** Further, it is seen from the typed set of papers that the applicant's complaints had resulted in three decisions passed by the Advertising Standards Council of India all dated 01.02.2024, whereby the respondent was directed to modify / withdraw the advertisement by 12.02.2024. However, due to non-compliance, the applicant was constrained to file another complaint with the said Advertising Standards Council of India, which resulted in a decision, dated 03.04.2024, whereby the said Council had responded that the respondent has not provided any assurance of compliance to its decisions.



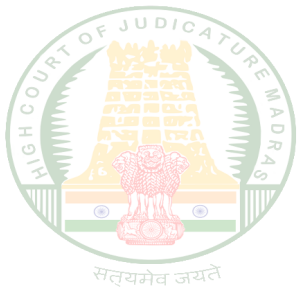
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**40.** It is also seen from the typed set of papers that the respondent to project a picture of compliance has started to put a text message in its Audio-Visual TV Commercials wherein the condition of ten interests etc., have been placed. However, the audio in the advertisement itself does not set out if any terms and conditions apply.

**41.** It remains to be stated that it is practically not possible for a normal viewer with an average prudence to read the two lengthy lines within few seconds and hence, such inclusions are only futile attempt to project as if the respondent is transparent, however, the actual TV Commercial is contrary to the caption, highly misleading and deceptive. Hence, the seeming compliance is in reality no compliance at all as the viewer's attention is anyway not drawn to the disclaimer and the content / story board of the commercial has not been changed at all. Apart from this, the advertisements available on YouTube do not include such a disclaimer and the commercial without event the text showing the relevant "term/condition" continues to run / be available assumes relevant and significance.

**42.** Thus, this Court is of the view that the applicant has made out a *prima facie* case that the advertisement / offer of the respondent is a



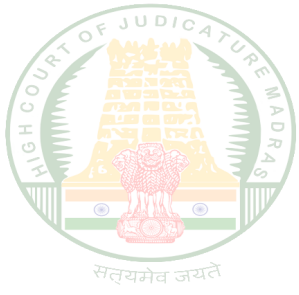
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gainful making on an unfair trade practice. According to the respondent, he has no legal obligation to comply with the decision of the Advertising Standards Council of India, which has more specifically rendered a finding that the subject advertisement / offer is violative of the Cable Television Networks Rules, 1994. Since it is a recommendatory body, the respondent has not complied with the decision of the Advertising Standards Council of India.

**43.** On perusal of the advertisement / offer and paper printout of the respondent as found in the typed set of papers, as extracted supra and coupled with the reasons stated in the preceding paragraphs, this Court finds that the said advertisement / offer of the respondent is in contravention of the Cable Television Networks Rules, 1994 as the “money back guarantee” advertisement / offer made by the respondent appears to be highly misleading and deceptive and the general public, in all probability, will pray to the advertisement and as per the own counter affidavit of the respondent, more than 1000 people have got cheated resulted in misleading by the moneyback offer, which also demonstrates the deceptive nature of advertisement.

**44.** For the all these reasons, this Court is of the view that the general public are to be protected from those advertisements / offers in



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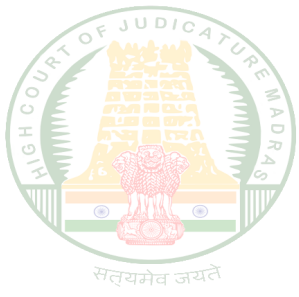
respect of “the bride / bridegroom in thirty days” and “moneyback guarantee” advertisements. Hence, in the larger interest of general public, since a *prima facie* case is made out and to protect the general public, this Court is inclined to allow this application and to grant ad interim injunction as prayed for.

**45.** In the result, this application is allowed and there shall be an order of interim injunction as prayed for.

**10.01.2025**

NCC : Yes / No  
Index : Yes / No  
Internet : Yes / No

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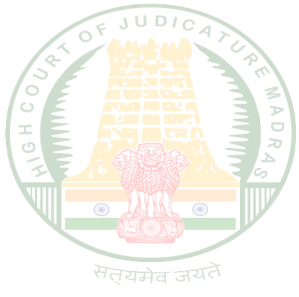


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**RMT.TEEKAA RAMAN, J.**

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**PRE-DELIVERY ORDER**  
**IN**  
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**in**  
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