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

Judgment Reserved on: 13.10.2026

% ***Judgment Delivered on: 06.11.2026***

\# **CNR No. DLHC010179402026**

\+ **CS(COMM) 443/2026**

M/S GLOBAL OPPORTUNITIES PVT LTD THROUGH ITS MANAGING DIRECTOR SIDHARTH GUPTA .....Plaintiff

versus

MS. ASHWINEE SATWE .....Defendant

Advocates who appeared in this case

For the Plaintiff	:	Mr. Sanjay Suri, Mr. Saransh Suri, Mr. Sameer Nandwani and Mr. Rishabh Relan, Advocates.
For the Defendant	:	Ms. Pooja Ghorpade and Mr. Sandeep Kumar, Advocates.

CORAM:
HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

IA No.11712/2026

FACTUAL MATRIX

1. The present Application has been filed by the Plaintiff under Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908, seeking an

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interim injunction against the Defendant in relation to the use of the Mark 'GLOBAL STUDY EXPERT' ("**Impugned Mark**") and the alleged misuse of the Plaintiff's confidential information.

2. The Plaintiff is engaged in the business of advising and assisting students for higher education abroad, including expert counselling, admissions, visa guidance, and comprehensive ancillary support services under the Mark 'GLOBAL OPPORTUNITIES' / '

' ("**Subject Mark**"). The Defendant joined the Plaintiff in 2013 and resigned from her employment on 19.09.2025. It is the case of the Plaintiff that it came to its knowledge on 13.11.2025 that the Defendant was carrying on an overseas education consultancy business under the Impugned Mark and also using the Impugned Mark as its Trade Name.

3. It is the case of the Plaintiff that the Defendant has adopted the Impugned Mark to take advantage of the goodwill and reputation associated with the Subject Mark and that the Defendant has misused the Plaintiff's confidential information and diverted students and business opportunities to the Defendant's competing venture.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF

4. Learned Counsel for the Plaintiff made the following submissions:

4.1 Since its inception in 2001, the Plaintiff has been undertaking student recruitment from across India for more than 700 international institutions and university partners. The Plaintiff has about 20 offices in all major cities in India and has created over 1,25,000 global graduates.

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4.2 In the course of its business, the Plaintiff in an honest and *bona fide* manner independently coined and adopted the Subject Mark in relation to educational consultancy services, at a time when no such trade mark was known or in use for such services, and since its adoption the Plaintiff has been openly, extensively, continuously and uninterruptedly using the Subject Mark also as the leading and essential part of the Plaintiff's Trade Name. The Plaintiff is also the registered proprietor of the Subject Mark in Class 41. Thus, in addition to the common law rights, the Plaintiff has acquired statutory rights in the Subject Mark.

4.3 The Plaintiff has a strong online and offline presence and consequently has acquired goodwill and reputation under the Subject Mark. The extensive use of the Subject Mark, coupled with extensive promotion and advertisement by the Plaintiff, has significantly contributed to the attainment of goodwill, reputation, and recognition of its business under the Subject Mark. A mere Google search conducted for the Word 'GLOBAL OPPORTUNITIES' gives the result pages of the Plaintiff only. Therefore, the Subject Mark has come to be an inextricable part of the Plaintiff's reputation, so much so that any remote depiction of the same is exclusively and solely associated only with the Plaintiff and no one else.

4.4 By virtue of prior adoption, extensive use, promotional efforts, and registration, the Plaintiff enjoys exclusive proprietary rights over the Subject Mark, and the members of trade and consumers

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recognize the Subject Mark to be distinctive of the business of the Plaintiff alone, and the same has an exclusive and unequivocal association with the Plaintiff.

4.5 The Defendant was employed with the Plaintiff as Sr. Counsellor in the year 2013 and with the extensive in-house training granted by the Plaintiff, slowly over the years rose to the rank of Branch Manager. The Defendant through the training and grooming provided by the Plaintiff, learnt all the trade secrets, mannerisms of placement, dealing with students, and other ways of doing business of the Plaintiff.

4.6 The Defendant, being its erstwhile Branch Manager at the Dadar Branch of the Plaintiff, engaged in a series of dishonest and clandestine acts whereby, during and after the Defendant's employment, the Defendant diverted clients of the Plaintiff to competitor entities and to the Defendant's own competing venture under the Impugned Mark for her personal benefit.

4.7 On 13.11.2025, the Plaintiff learnt that the Defendant had started and was operating an overseas education consultancy under the Impugned Mark, with office in Mumbai and branches in Mumbai and Nagpur and through the website globalstudyexpert.in, and called the Defendant to refrain from her activities against the Plaintiff, and a WhatsApp message was sent in detail that the Defendant had lied and left the Plaintiff and was now working in another company.

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4.8 The Plaintiff, through its counsel, also issued a legal notice dated 12.01.2026 to the Defendant, thereby calling upon the Defendant to forthwith cease and desist from adopting and using the Impugned Mark and / or any other deceptive variation(s) thereof, as a trade mark, corporate name / trade name, trading style, domain name, email / WhatsApp signature or in any other manner whatsoever.

4.9 The Defendant replied to the said notice through her counsel, refuting the claim of the Plaintiff, stating that the allegations of data theft, trade mark infringement, etc., are false and alleging unfair labour practice by the Plaintiff. Further, a cease and desist notice was also sent along with the reply stipulating that the Defendant would initiate a civil proceeding against the Plaintiff.

4.10 The Defendant was also warned about the stolen database and poached Plaintiff's students and was asked to refrain from doing so. Further, the Defendant is describing herself as 'General Manager - Global Study Expert' and using the mission line "*Dream global with global study expert*" in Defendant's communications. The Impugned Mark, bearing the prominent and distinctive word "GLOBAL", is deceptively similar to the Subject Mark, particularly when used for identical / overlapping services in the same field of overseas education consultancy. The Impugned Mark, in conjunction with the Defendant's overall branding and representation in the market, is likely to lead and is already leading

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the general public and students into believing that the services offered by the Defendant are in some way connected with, endorsed by, or otherwise associated with the Plaintiff, which is clearly not the case.

4.11 The Defendant has unlawfully accessed, extracted, stored, and misused the Plaintiff's confidential client database, internal records, fee structures, business strategies and proprietary documents, and used such stolen data and information to contact, solicit and lure existing students and employees of the Plaintiff to the Defendant's competing venture under the Impugned Mark, thereby causing wrongful loss to the Plaintiff and corresponding unlawful gain to the Defendant.

4.12 These acts, which are already the subject matter of criminal complaints lodged by the Plaintiff before the competent authorities, constitute, *inter alia*, offences corresponding to cheating and dishonestly inducing delivery of property, cheating with knowledge that wrongful loss may be caused, criminal breach of trust by employee, dishonest misappropriation of property, data theft and unauthorised extraction and dishonest or fraudulent use of computer resources, forgery for the purpose of cheating, identity / personation offences and use of forged materials, as well as unauthorised and deceptive use of the Subject Mark attracting the provisions of the Trade Marks Act, 1999, and are indicative of a concerted scheme to ride upon and exploit the goodwill and reputation subsisting in Subject Mark and the Plaintiff's business

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resulting in wrongful gain to the Defendant and corresponding wrongful loss to the Plaintiff.

4.13 The Plaintiff has also received in writing from the students that the Defendant has been misusing the brand value of the Plaintiff and was calling them to leave the Plaintiff and build a direct nexus with the Defendant for their admission abroad from the agency which does not belong to the Plaintiff and has a deceptively similar brand name with the mission line accentuating upon the word "GLOBAL" which otherwise is a generic word however in the peculiar circumstances of the present case becomes intrinsically related to the Plaintiff.

4.14 The Defendant has also started approaching the foreign universities based in the United Kingdom, Ireland, the United States of America, Europe, Australia, New Zealand, Dubai, and Singapore, which had a direct license with the Plaintiff, and the Plaintiff is working with these universities on a commission basis. The acts of the Defendant in poaching students by stating that she was working for the Plaintiff and deliberately adopting the Impugned Mark deceptively similar to the Subject Mark, is causing reputational and financial loss to the Plaintiff. The Employment Agreement also envisages a Non-Compete Clause which puts a direct embargo upon the Defendant to not enter into a similar set of services for a period of minimum six months after leaving the employment of the Plaintiff.

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4.15 The Plaintiff and persons authorized by the Plaintiff are alone authorized to use the Subject Mark and / or its variations. Any use of the Subject Mark or any similar / deceptively similar mark, without the authorization of the Plaintiff, is not permissible, and any unauthorized imitation thereof is likely to confuse and will result in violation of the Plaintiff's proprietary rights in the same. As a result of the Defendant's aforesaid actions, the Plaintiff would suffer irreparable loss, harm, and injury to its business and hard-earned reputation. The Defendant's aforesaid action constitutes infringement of the Subject Mark and passing off with deliberate intent to misrepresent and unauthorizedly capitalize on the goodwill and reputation of the Plaintiff and to cause loss and damage to the Plaintiff. Such adoption and continued use of the Impugned Mark amount to falsification of the Subject Mark and also constitute acts of unfair competition.

4.16 All the above characteristics in the adoption of the Impugned Mark being substantially similar and / or identical to that of the Plaintiff cannot be termed as "*coincidental*". The above malicious act is a deliberate attempt by the Defendant to cash upon the reputation and goodwill of the Plaintiff. If the Defendant were allowed to continue with its wrongful activities, the Plaintiff would be deprived of its exclusive right to use the Subject Mark, business loss, and trade loss, as a result whereof the Plaintiff is bound to suffer loss and damage which cannot be compensated in monetary terms.

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SUBMISSIONS ON BEHALF OF THE DEFENDANT

5. Learned Counsel for the Defendant made the following submissions:

5.1 The Plaintiff has intentionally failed to disclose that prior to filing the present suit, a criminal complaint against the Defendant was lodged by the Plaintiff before Shivaji Park Police Station, Mumbai alleging substantially similar allegations of data theft, diversion of students, and misuse of confidential information. Upon inquiry, no incriminating material whatsoever was found against the Defendant and the said complaint was closed. Suppression of such information disentitles the Plaintiff from any equitable or discretionary relief.

5.2 After resigning from the Plaintiff, the Defendant duly completed all exit formalities and returned every item belonging to the Plaintiff including laptop, hard disk mobile, SIM cards, documents, keys, devices, and all company property whatsoever. Upon completion of the exit process, all official access credentials including email access, CRM access, internal systems, and database permissions were disabled by the Plaintiff itself. Therefore, the allegation that the Defendant accessed, copied, downloaded, transferred, or misused confidential data after resignation is completely false, baseless, fabricated, and technologically impossible. The allegations of data theft are also devoid of any technical or forensic evidence.

5.3 The confidential information allegedly belonging to the Plaintiff consists primarily of publicly available information including

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university names, admission procedures, tuition fees, visa guidelines, course details, student counselling methods, and educational opportunities which are readily accessible through public sources including university websites, educational portals, social media platforms, counselling forums, and public lead-generation databases. Such information cannot be classified as trade secrets or proprietary confidential information under settled principles of law.

5.4 A substantial portion of the Plaintiff's case is founded upon an alleged non-compete obligation and an attempt to restrain the Defendant from carrying on lawful employment or business in the overseas education sector after cessation of employment. Such a claim is contrary to the settled position of law and is expressly barred by Section 27 of the Indian Contract Act, 1872. Reliance was placed upon ***Percept D'Mark (India) Pvt. Ltd. v. Zaheer Khan***, 2006 SCC Online SC 319 and ***Niranjan Shankar Golikari v. Century Spg. and Mfg. Co. Ltd.,*** 1967 SCC OnLine SC 72 to submit that post-employment restrictive covenants are void and unenforceable under Section 27 of the Indian Contract Act, 1872.

5.5 The Defendant is in possession of the original appointment letter and that the appointment letter relied upon by the Plaintiff is not the original document executed by the Defendant which materially differs in its contents, format, handwriting, endorsements, and execution. The signature and handwriting allegedly attributed to the Defendant also do not correspond with the Defendant's actual

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signature and handwriting. The Plaintiff's reliance upon such disputed and fabricated documents amounts to a fraud upon the Court and the Suit is liable to be dismissed on this ground alone.

5.6 The Plaintiff has taken mutually destructive and contradictory stands before different forums. In the criminal complaint filed before the police authorities, the Plaintiff alleged losses running into approximately ₹3-4 Crores, whereas in the present proceedings the Plaintiff has alleged losses of approximately ₹1-2 Crores. Similarly, the names and number of students allegedly diverted by the Defendant have materially changed from one proceeding to another. Such inconsistent allegations demonstrate that the Plaintiff is merely making exaggerated claims to create prejudice against the Defendant.

5.7 The Defendant has rendered nearly thirteen years of service to the Plaintiff and had contributed towards its business growth, student acquisitions, revenue generation, and market goodwill. The Plaintiff wanted the continued association with the Defendant and for the same the Plaintiff approached the Defendant with double the salary to retain the Defendant and when she denied the Plaintiff's proposal, the Plaintiff, initiated various malicious proceedings against the Defendant including false criminal complaints, defamatory publications, legal notices and the present Suit.

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5.8 The Plaintiff's case is fundamentally misconceived as it seeks to claim exclusive rights over the generic, descriptive and *publici juris* expression "GLOBAL". The word "GLOBAL" is common to trade, descriptive in nature, and extensively used by numerous entities engaged in overseas education, immigration, consultancy, and educational services throughout India and abroad. The Plaintiff cannot claim monopoly over such a common expression.

5.9 The Impugned Mark has no similarity with the Subject Mark and the common element is only the word "GLOBAL", which is a generic and widely used term in the overseas education industry. The remaining portions of the Subject Mark and the Impugned Mark are phonetically, visually and structurally different. The words "OPPORTUNITIES" and "STUDY EXPERT" also convey different concepts. The Plaintiff has failed to prove any similarity in logo, website design, colour scheme, branding style, trade dress, letterhead, or domain name resembling the Plaintiff's business.

5.10 It is settled law that common and descriptive words available to trade cannot ordinarily be monopolised by a single trader. The Supreme Court in ***Skyline Education Institute (India) (P) Ltd. v. S.L. Vaswani***, (2010) 2 SCC 142 and ***J.R. Kapoor v. Micronix India,*** 1994 Supp (3) SCC 215, held that common descriptive expressions cannot be exclusively appropriated in the absence of overwhelming evidence of acquired distinctiveness and secondary meaning. The Plaintiff has failed to establish any such exclusive association. The word "GLOBAL" is extensively used by

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hundreds of entities operating in the education and overseas consultancy sector and therefore cannot form the basis of any monopoly claim against the Defendant.

5.11 The Defendant possesses independent professional experience, skill, counselling expertise, and industry knowledge acquired over nearly eighteen years in the overseas education sector, including approximately five years of experience even prior to joining the Plaintiff. The Plaintiff cannot claim ownership over the Defendant's personal skills, expertise, goodwill, counselling methods, professional relationships, or industry experience.

5.12 Many students mentioned by the Plaintiff were already processed by the Plaintiff itself during the Defendant's employment and several students independently contacted the Defendant after learning of the Defendant's resignation because the Plaintiff itself had publicly circulated the Defendant's personal mobile number through banners, visiting cards, WhatsApp groups, advertisements, and promotional material during the course of employment. The Defendant cannot be blamed merely because students were already familiar with the Defendant professionally.

5.13 The Defendant's Trade Name "GLOBAL STUDY EXPERT" was neither newly created nor adopted after the Defendant's resignation from the Plaintiff. The Defendant's husband had acquired and registered a Udyog Aadhar in the name and style of "GLOBAL STUDY EXPERT" in the year 2011, which is nearly two years prior to the Defendant joining the Plaintiff in March

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2013. The said licence was originally obtained with the genuine intention that the Defendant and her husband would eventually establish and operate their own independent overseas education consultancy business.

5.14 After the birth of their child the Defendant and her husband considered it financially risky and impractical at that stage to commence an independent business venture. Consequently, instead of operating the said establishment, the Defendant chose to take up employment with the Plaintiff organisation in March 2013 where the Defendant continued to work for nearly thirteen years.

5.15 The existence of the Defendant's Trade Name "GLOBAL STUDY EXPERT" since the year 2011 itself demolishes the Plaintiff's false allegation that the said name was dishonestly adopted after resignation with any intention to imitate, compete with, or deceive the Plaintiff. The Plaintiff is falsely attempting to portray the Defendant's independent professional competence as its proprietary creation.

5.16 The Plaintiff has also failed to produce any audited accounts, balance sheets, forensic reports, revenue statements, university communications, student complaints, or any other cogent evidence demonstrating actual loss, diversion of business, or damage allegedly suffered due to the Defendant. The allegations of loss, therefore, are vague, exaggerated, unsupported, and inconsistent with the Plaintiff's own turnover figures.

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5.17 The Plaintiff has produced no documentary proof that any confidential data was stolen, copied, downloaded, or transferred. Allegations are vague, generic, and unsupported by any concrete evidence making the complaint frivolous and malicious. There exists no likelihood of confusion, deception, or passing off. The Plaintiff has failed to establish any ingredients necessary to constitute trade mark infringement or passing off under the Trade Marks Act, 1999.

ANALYSIS AND FINDINGS

6. By the present Application, the Plaintiff seeks to restrain the Defendant from using the Impugned Mark on the ground that it is deceptively similar to the Subject Mark and is used in relation to identical services. The Plaintiff contends that the Defendant's adoption of the Impugned Mark is dishonest in view of her erstwhile employment with the Plaintiff. This contention rests principally on the inclusion of the word "GLOBAL" in the Impugned Mark.

7. It is settled law that competing marks must be compared in their entirety, having regard to their overall commercial impression, appearance and structure. The Subject Mark comprises the words "GLOBAL OPPORTUNITIES", whereas the Impugned Mark comprises the words "GLOBAL STUDY EXPERT". The sole common element is the word "GLOBAL". The remaining expressions, namely, "OPPORTUNITIES" and "STUDY EXPERT", differ visually, phonetically, structurally and conceptually. Viewed as a whole, the Subject Mark and the Impugned Mark convey distinct impressions.

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8. The word "GLOBAL" is an ordinary English word commonly used to denote an international or worldwide character. In relation to overseas education consultancy services, it is descriptive of the nature and reach of such services. The Plaintiff has not *prima facie* established any exclusive right in the word "GLOBAL", independently of the Subject Mark, or demonstrated that the word has acquired distinctiveness sufficient to associate it exclusively with the Plaintiff's business. Consequently, the Plaintiff cannot claim exclusivity over the word "GLOBAL" merely by virtue of its inclusion in the Subject Mark.

9. The Plaintiff relies upon its continuous use of the Subject Mark, its business presence across various cities in India and its association with several foreign universities to establish goodwill and reputation. However, the material on record does not *prima facie* demonstrate that the word "GLOBAL", independently of the Subject Mark, has acquired recognition sufficient to associate its use in relation to overseas education consultancy services exclusively with the Plaintiff.

10. The Defendant's erstwhile employment with the Plaintiff and subsequent adoption of the Impugned Mark do not, by themselves, establish dishonest adoption. Having regard to the generic and descriptive nature of the word "GLOBAL", the Impugned Mark must be assessed in its entirety. In the absence of deceptive similarity between the Subject Mark and the Impugned Mark, the use of the word "GLOBAL" is insufficient to infer dishonest intention on the part of the Defendant in adopting the Impugned Mark.

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11. The Plaintiff alleges that the Defendant has misused its confidential information, including its client database, internal records, fee structures and business strategies, to divert students and business opportunities to her competing venture.

12. The Defendant contends that the information relied upon by the Plaintiff is publicly available and does not constitute confidential information. It is further submitted on behalf of the Defendants that upon the Defendant's resignation, all company property was returned and her access to the Plaintiff's internal systems and database was disabled.

13. The material placed on record by the Plaintiff does not *prima facie* establish either the confidential nature of the information allegedly misused or that the Defendant copied, extracted or transferred any confidential information belonging to the Plaintiff and subsequently utilised it for her competing venture. The Defendant's access to the Plaintiff's business information during her employment does not, by itself, establish misuse of such information following the cessation of her employment.

14. The allegations relating to the Defendant's erstwhile employment with the Plaintiff, misuse of confidential information, diversion of students and universities, and breach of the terms of employment raise disputed questions of fact requiring evidence to be adduced by the Parties.

15. The Plaintiff further contends that the Employment Agreement contains a Non-Compete Clause restraining the Defendant from providing similar services for six months following the cessation of her employment. The alleged breach of the Non-Compete Clause is contractual in nature and does not, by itself, constitute infringement of the Plaintiff's intellectual

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property rights in the Subject Mark. Whether the Subject Mark has been infringed must be determined by reference to the similarity between the Subject Mark and the Impugned Mark, rather than any restriction imposed under the Employment Agreement. Accordingly, the contentions concerning the Non-Compete Clause are not relevant to determining whether the Defendant's use of the Impugned Mark infringes the Subject Mark.

16. Upon consideration of the competing marks in their entirety, the nature of the services offered by the Parties and the material on record, the Plaintiff has failed, at this stage, to establish a *prima facie* case of infringement or passing off. The balance of convenience likewise does not favour the Plaintiff, as restraining the Defendant from using the Impugned Mark, in the absence of *prima facie* deceptive similarity with the Subject Mark, would adversely affect her business. Nor does the material on record *prima facie* establish that the Plaintiff is likely to suffer injury arising from the Defendant's use of the Impugned Mark that cannot be adequately compensated in damages.

17. For the foregoing reasons, no ground is made out for the grant of an interim injunction in favour of the Plaintiff.

18. The observations in this Judgment are confined to the adjudication of the present Application and shall not be construed as expressing any opinion on the merits of the Suit.

19. Accordingly, the present Application stands dismissed.

TEJAS KARIA, J

NOVEMBER 6, 2026
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