IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION (L) NO.31469 OF 2026
IN
COMMERCIAL SUIT (L) NO.31434 OF 2026

Blink Digital India Private Limited **....Applicant**

IN THE MATTER BETWEEN

Blink Digital India Private Limited **....Plaintiff**
V/S
1. Facebook India Online
Services Private Limited .
2. Meta Platform Inc. **....Defendants**

Mr. Kunal Dwarkadas with Mr. Siddharth Joshi, Mr. Aniket Kharote, Mr. Naval Sharma, Mr. Nabeel Malik, Ms. Nikita Sharma, Mr. Sarthak Sharma & Ms. Akhila D.V. i/b Tuli & Co., for the Plaintiff/ Applicant.

Mr. Janak Dwarkadas, Senior Advocate with Ms. Amee Rana, Ms. Radhika Roy, Mr. Harit Lakhani, Ms. Tanvi Raina & Mr. Abhishek Mookherjee i/b Shardul Amarchand Mangaldas, for Defendant No. 2.

Mr. Varun Pathak with Mr. Rishabh Jaisani i/b Shardul Amarchand Mangaldas, for Defendant No. 1.

CORAM : SANDEEP V. MARNE, J.
RESERVED ON : 02 NOVEMBER 2026.
PRONOUNCED ON : 20 NOVEMBER 2026.

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O R D E R :

1. Plaintiff is a digital advertising agency and is aggrieved by the action of the Defendants in disabling its accounts on their social media platforms such as Facebook, Instagram, Messenger, etc. Plaintiff has accordingly filed a Suit being Commercial Suit (L) No. 31434 of 2026 seeking restoration of its Business Manager Accounts, Ad Accounts, Facebook Page, Instagram Account and other business assets on the platforms of Meta Platform Inc **(Meta)**. In its Suit, Plaintiff has filed the present Interim Application seeking mandatory temporary injunction against the Defendants to forthwith restore its access to the four Business Manager Accounts, Facebook Page, Ad Accounts and Instagram Account as well as prohibitory temporary injunction to restrain the Defendants from withdrawing, downgrading or altering Plaintiffs status as Managed Agency Partner and to direct the Defendants to continue extending to the Plaintiffs' the privacy support, escalation access and other benefits attendant to that status. Alternatively, Plaintiff has sought temporary injunction against the Defendants from deleting, destroying or rendering irrecoverable any data, records, content etc. and to share the same with the Plaintiff.

FACTS

2. Plaintiff is engaged in the business of providing digital advertising, media planning and buying, creating and marketing communication services to corporate clients across India and abroad. It

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plans and manages digital advertising campaigns on behalf of its clients across various digital platforms, including the platforms operated by the Defendants. Defendant No.2-Meta is a Company incorporated under the laws of State of Delaware, USA which provides Facebook services i.e. website www.facebook.com and corresponding applications for mobile devices and tablets, as well as Instagram services i.e. website www.instagram.com and corresponding applications for mobile devices and tablets. Defendant No.1-Facebook India Online Services Pvt. Ltd. **(Facebook India)** is a company incorporated under the Companies Act, 1956. According to the Plaintiff, Defendant No.1 is the entity through which the Defendants collectively transact their business with the Indian advertisers.

3. Plaintiff uses the platforms of the Defendants for providing advertising services to its clients. According to the Plaintiff, Defendants' advertising infrastructure is organized in a strict hierarchy comprising of Meta Terms of Service, Meta Commercial Terms, Self-Serve Ad Terms, Meta Account Integrity Policy, Meta Advertising Restrictions, Meta Advertising Standards, etc. Plaintiff used to have four Business Manager Accounts with the Defendants together with 9,000 Advertising Accounts and other business assets comprised within them.

4. On 4 August 2026, Defendants disabled all four Business Manager Accounts of the Plaintiff. Aggrieved by the action of disablement of its Business Manager Accounts on 4 August 2026, Plaintiff has filed the present Suit seeking various declaratory, injunctive, as well as monetary reliefs. Plaintiff has sought a declaration that the actions of the

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Defendants in disabling the Business Manager Accounts are arbitrary and in breach of provisions of law, as well as Defendants' own published terms and policies. Plaintiff has sought a declaration that the Defendants must continue to recognize Plaintiff as their Managed Agency Partner. Plaintiff has sought injunction against the Defendants from disabling, removing, restricting, suspending or otherwise interfering with Plaintiffs' Business Manager Accounts, Ad Accounts, Facebook Page, Instagram Account or any other business asset. Plaintiff has also sought an injunction against the Defendants from deleting, destroying or rendering irrecoverable any data or contents in its Business Manager Accounts, Advertising Accounts, Facebook Page or Instagram Account. Plaintiff has also sought recovery of Rs.1000 crores being damages suffered by it on account of the impugned actions of the Defendants.

5. Plaintiff has filed the present Interim Application seeking temporary injunction in terms of the following prayers:

> 35. In light of the above, it is most respectfully prayed that this Hon'ble Court be pleased to grant the following reliefs, pending the hearing and final disposal of the Suit:
>
> a) Pass an order directing the Defendants to forthwith restore to the Plaintiff full, unrestricted and administrative access to the four Business Manager accounts and the Facebook page and Instagram account more particularly described in Exhibits and hereto, together with all assets, permissions and functionalities comprised therein.
>
> b) Pass an order restraining the Defendants, their agents, officers and all persons claiming through or under them, from withdrawing, downgrading or otherwise altering the Plaintiff's status as a Managed Agency Partner, and directing the Defendants to continue extending to the Plaintiff the priority

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support, escalation access and other benefits attendant to that status.

c) Pass an order restraining the Defendants, their servants, agents, officers and all persons claiming through or under them, from deleting, destroying or otherwise rendering irrecoverable any data, records, content, logs, communications or information appertaining to or comprised in the Plaintiff's said Business Manager accounts, ad accounts, Facebook Pages and Instagram account, and directing the Defendants to preserve the same in their entirety.

d) Pass an order directing the Defendants, their servants, agents, officers and all persons claiming through or under them, to share with the Plaintiff data, records, content, logs, communications or information appertaining to or comprised in the Plaintiff's said Business Manager accounts, ad accounts, Facebook pages and Instagram account.

e) Pass an order restraining the Defendants, their servants, agents, officers and all persons claiming through or under them, from taking any further coercive, restrictive or enforcement action against the Plaintiff, its directors, employees, business assets or its clients' assets administered by the Plaintiff, including without limitation the disabling of any further asset or the publication of any label, notice or imputation of wrongdoing against the Plaintiff.

f) Pass an order directing the Defendants to disclose on affidavit the full and detailed reasons for the Impugned Action, including (i) the specific provision of the Defendants' terms or policies alleged to have been violated, (ii) the specific conduct, account or advertisement alleged to constitute such violation, (iii) the material, data, complaints and information relied upon in arriving at the said decision, (iv) whether the said decision was taken by automated means and, if so, the nature of the automated process employed and whether and by whom any human review was undertaken, and (v) the identity and designation of the officer or officers who took or approved the Impugned Action.

g) Pass an order restraining the Defendants, their agents, or under them, from making any adverse representation, statement or communication to any client or prospective client of the Plaintiff to the effect that the Plaintiff is unfit to be engaged or continued to be engaged with as a business partner.

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h) Pass an order restraining the Defendants, their agents, officers and all persons claiming through or under them, from approaching, contacting, soliciting or inducing, whether directly or indirectly, any employee of the Plaintiff to leave the employment of the Plaintiff, including by representing to any such employee that the business of the Plaintiff is non-viable, or by introducing or providing the contact details of any such employee to any competing entity or to the Defendants' own organisation for the purpose of alternative employment.

1) Ad-interim and ex parte reliefs in terms of prayer clauses a) to h) above;

j) Such further and other orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

6. Defendant No. 2 had filed Interim Application No. 6550 of 2026 seeking return of Plaint under the provisions of Order 7 Rule 10 of the Code of Civil Procedure, 1908 **(Code)** on the ground that this Court lacks territorial jurisdiction to try and entertain the Suit. By order dated 27 October 2026, this Court has rejected the Interim Application declining the prayer of Defendant No.2 for return of the plaint on the ground of lack of territorial jurisdiction. Plaintiff has now pressed the present Interim Application for temporary injunction. The pleadings in the application are complete as Defendant No.2 have filed their respective Affidavits in reply opposing the application. Plaintiff has filed rejoinder to the reply filed by Defendant No.2. Defendant No.1 has served its reply on the Plaintiff on 11 November 2026. The Plaintiff has proceeded on the basis of denials in respect of the contentions raised by Defendant No.1 in its reply. Accordingly, with the consent of the learned counsel appearing for parties, the Interim Application is taken up for hearing and disposal.

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SUBMISSIONS:

7. Mr. Kunal Dwarkadas, the learned counsel appearing for the Plaintiff submits that it is necessary to immediately restore on Meta's platforms its Business Manager Accounts, Facebook Page, Ad Accounts and Instagram Account together with assets, permissions and functionality comprised therein as well as for restoration of Management Agency Partner status and the benefits attached thereto. He submits that the action of the Defendants in disabling Plaintiff's accounts on Meta platform communicated vide email dated 4 August 2026 is in the teeth of the provisions of the Information Technology Act, 2000 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 **(Intermediary Rules)**. That the impugned action is also violative of the policies of the Defendant governing advertisements, as well as policies governing conduct. He submits that the Defendants have supplied four different sets of reasons in support of the impugned enforcement action. That the first set of reasons were supplied through impugned communication dated 4 August 2026 whereby the Plaintiff's Business Manager Accounts together with approximately 9,000 Ad-Accounts and other Business Assets were disabled. By another communication issued later on 4 August 2026, the Defendants informed the Plaintiff that the action was taken due to violation of advertisement standards and other policies and terms. That the letter was issued without any prior notice, reasons, or opportunity to dispute the action. Further, no specific advertisement, conduct, data, statutory provision, or policy was identified in support of

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the decision. That the advertisement notice itself indicates that the enforcement action was final. That the Defendants also disabled the Plaintiff's own corporate Facebook and Instagram pages on 11 August 2026, without providing any prior notice, disclosing the reasons for such action, or affording the Plaintiff an opportunity to dispute or challenge the same. That after the Plaintiff filed its formal complaint to the Grievance Officer of Facebook India under Rule 3(2) of the Intermediary Rules on 11 August 2026, Defendants' advocate, by his letter dated 18 August 2026, supplied second set of reasons. That in the letter dated 18 August 2026, Defendant's advocate attempted to provide post-facto reasons falling under two categories of policy violating advertisements and policy violating conduct. That for the first time, disablement action was sought to be justified by relying on Rules 3(1)(b)(v) and (vi) and also Rule 3(1)(c) of the Intermediary Rules. That by another email dated 22 August 2026, Defendant's advocate stated that even the action of disablement of Plaintiff's corporate, Facebook and Instagram pages was a part of same enforcement action.

8. Mr. Dwarkadas submits that after Plaintiff lodged an appeal before the Grievance Appellate Committee, being a statutory Committee constituted under Rule 3(A) of the Intermediary Rules for resolution of complaints, Defendants supplied third set of reasons by way of advocate's letter dated 11 September 2026. That in the letter dated 11 September 2026, Meta's advocate provided for the first time additional particulars in support of purported case of policy violating conduct by making reference to (i) Facebook reel post by the Plaintiff advertising

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ban proof accounts and unlimited spending from day one, (ii) interview given by Mr. Maxence Van Beneden, the Plaintiff's Head of International Business Development, allegedly claiming Plaintiff's ability to maintain a high internal score for advertisers on Meta's platforms (iii) product on Plaintiff's Hustle AI website offering 'rental ad accounts' and (iv) Plaintiff advertising in 2025 affiliate conference about it having access to 'Meta Insiders' who would overturn enforcement decisions.

9. It is submitted that the fourth set of reasons were supplied in the Affidavit-in-Reply filed by Defendant No.2 in which it has sought to rely upon new evidence and new material, not previously referred to in any of the correspondence. That none of the allegations in the reply find any reference in the disablement notice or subsequent correspondence. Plaintiff relies on order passed by this Court on 27 October 2026 in Interim Application No. 6550 of 2026 contending that the Defendants are held as intermediaries, as well as, significant social media intermediaries and that they are bound to comply with the provisions of the Intermediary Rules. That Defendants have themselves sought to justify their action of disablement of Plaintiff's accounts by relying on the provisions of Rules 3(1)(b)(v) and (vi). That therefore it is mandatory for them to comply with and follow the procedure set out in Rule 4(8) of the Intermediary Rules. That on account of failure to give prior notice and on account of vagueness of the disablement notice, there is violation of provisions of Rule 4(8)(a) of the Intermediary Rules. That on account of failure to provide an opportunity to dispute the action and treating the same as final, there is violation of Rule 4(8)(b) of the Intermediary

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Rules. That, owing to the failure of Defendant No. 1's Grievance Officer to respond to the Plaintiff's grievance, the provisions of Rule 4(8)(c) of the Intermediary Rules have been violated. Further, the impugned enforcement action is also in violation of Defendant No. 1's own policies, including its Account Integrity Policy, Advertising Restrictions Policy, Review Policy, and Advertising Standards.

10. That Meta's defence of policy violating advertisements is incorrect and baseless. That on 6 February 2026, Defendants had suspended 500 Ad-Accounts which is later described by Meta's advocate as targeted enforcement. According to him, those 500 Accounts were identified based on a random analysis internally conducted by the Defendants and the same found sample of only 8 clients violating Meta's policies. Out of the 500 disabled accounts, only three accounts are disapproved for 'unacceptable business practices' involving deceptive or misleading business practices. That there is no justification offered till date for other 497 account suspensions. That most of the suspended accounts were restored admittedly due to incorrect suspension indicating thereby that the Defendants' internal review, enforcement mechanism are not free from errors.

11. It is further submitted that on 7 March 2026, Plaintiff had offered to conduct an internal review and had also offered to offload its client which did not comply with Defendants' policy. However, the Defendants chose to place the burden on the Plaintiff to remove violating accounts. That despite Plaintiff seeking guidance of signals or policies that may trigger such Ad Accounts suspension, Defendants insisted that Plaintiff

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must follow generic policies available in the public domain. It is submitted that during May to July 2026, 140 Ad Accounts were suspended due to violation of Meta policies, but reasons for disabling only 3 accounts were given. He relies upon the correspondence exchanged subsequent to the suspension action in support of his contention that the Defendants remained engaged with the Plaintiff and assured the Plaintiff that although specific advertising accounts had been suspended, the Business Manager Accounts remained intact.

12. It is further submitted on behalf of the Plaintiff that the case of Defendant No.2 about policy violating conduct is also baseless. According to Defendant No.2, Plaintiff marked circumvention services such as 'ban free', 'no ban' advertisement accounts, 'no spend limit' accounts and advertising accounts with 'rental services'. However, no prior warnings were issued to the Plaintiff and for the first time, Plaintiff was accused of indulging in such marketing activities on 18 August 2026. That even that letter did not contain any material. That during the past 11 years, such allegations were never made against the Plaintiff. That the post facto levelling of accusations does not establish any policy-violating conduct on the part of the Plaintiff. More importantly, no fair opportunity to dispute the allegations is provided. That the allegation is also an afterthought. On behalf of the Plaintiff justification is submitted in respect of the allegations of ban proof/no ban advertising accounts and Maxence Van Benden's interview and Hustle AI website offering rental ad accounts. It is submitted that the allegation of Hustle AI website offering rental ad accounts is baseless. It is further submitted

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that the AI platform was developed with the funding and technical support of the Defendants and, therefore, there was no question of the said website offering advertising accounts for rent. That the allegation of Plaintiff advertising access to Meta insiders capable of overturning enforcement decisions is baseless as no particulars are provided.

13. Mr. Kunal Dwarkadas submits that irreparable injury would be caused to the Plaintiff if its Business Manager Accounts are not restored. That Plaintiff's revenue from operations for Assessment Years 2023-24 and 2024-2025 stood at Rs. 515 crores and that 80 to 90% is generated out of Defendants' platforms. That Plaintiff is losing clients and employees. He submits that the balance of convenience lies in favour of the Plaintiff and against the Defendants. In support of his contention that the Court has power to issue interim mandatory injunction, he relies on judgment of this Court in ***Baban Narayan Landge Versus. Mahadu Bhikaji Tonchar and others***[1] and of the Hon'ble Apex Court in ***Dorab Cawasji Warden Versus. Coomi Sorab Warden and others***[2]**.** He submits that Courts have directed restoration of access to Facebook/Instagram Account by way of interim mandatory injunction and has relied on orders passed in ***Software Freedom Law Center, India and another Versus. Union of India and another***[3]. He also relies on judgments in ***Tajnoth Raghuveer V. Union of India & Ors***[4]. and ***K. Madhavan Kutty Versus. Union of India***[5]. On above broad submissions,

1 1988 SCC Online Bom 310
2 1990 (2) SCC 117
3 Order dated 17/08/2026 passed by the Apex Court in WP (C) No. 161 of 2025
4 Order dated 7 August 2026 passed by Telangana Hug Court in Writ Petition No. 24449 of 2018
5 Order dated 31 July 2026 passed by Kerala High Court in WP (C) No. 21126 of 2026

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Mr. Kunal Dwarkadas prays for temporary injunction in terms of prayer clauses (a) and (b). He submits that if for any reason if this Court is not inclined to grant temporary injunction in terms of prayer clause (a) and/or (b), the Court may consider granting the same in terms of prayer clauses (c) and (d).

14. The application is opposed by Defendant No.2-Meta. Mr. Janak Dwarkadas, the learned Senior Advocate appearing for Meta submits that Plaintiff's conduct has been such that this Court may not entertain the application for grant of equitable relief of temporary injunction. He submits that Plaintiff's accounts have rightly been disabled on account of its conduct in indulging in policy violating advertisements, as well as policy violating conduct. That Rule 4(8) of the Intermediary Rules is a procedural rule which cannot be invoked by a person like the Plaintiff who has indulged in grossly inappropriate conduct. The learned Senior Advocate places on record a compilation of various advertisements, messages and statements of the Plaintiff/its clients to demonstrate Plaintiff's conduct, which, according to him is grossly inappropriate. That the Plaintiff has publicly marketed and positioned itself as an agency providing advertising accounts which features services such as stable ad accounts, no spend limits, unlimited budget freedom, ban-proof advertisements and rental advertising services. That by doing so, Plaintiff has violated Meta's advertising standards. That there are policy violating advertisements such as luring the users with interest free loans not requiring CIBIL check, government subsidy, hardship subsidy, health stimulus, etc. That the Plaintiff had permitted advertisements

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containing sexually suggestive clickbait intended to induce users to engage with the content, advertisements depicting adult sexual nudity, advertisements promoting prohibited drugs such as Viagra, and advertisements making claims relating to online gambling, etc. He submits that the Plaintiff has not denied the contents of the compilation of documents containing details of policy violating conduct and policy violating advertisements. That Meta does not want entity like the Plaintiff using its platform for advertising business. That Meta cannot be forced by the Court to do business with entities like the Plaintiff. That Plaintiff's conduct posed Meta to the risk of violation of the Intermediary Rules. Additionally, Meta is duty bound to protect its users on the platforms. That if Plaintiff has appealed to the Grievance Redressal Committee, it can pursue the said remedy. However, no equitable relief can be granted to the Plaintiff considering its conduct.

15. It is further submitted by the learned Senior Advocate that no case is made out for grant of mandatory temporary injunction. He submits that the Plaintiff does not deserve any special treatment nor any special circumstances are involved in the present case for grant of mandatory temporary injunction. That there is alternate prayer in the suit for recovery of damages of Rs.1,000/- crores. That Meta is capable enough to meet the said claim for damages raised by the Plaintiff. That therefore no case is made out for grant of any mandatory temporary injunction for directing restoration of Plaintiff's accounts.

16. Mr. Pathak, the learned counsel appearing for Defendant No.1-Facebook India also opposes the application submitting that Defendant

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No.1 has not disabled Plaintiff's accounts and that therefore no interim relief can be granted against Defendant No.1. He submits that provisions of Intermediary Rules have been duly followed in the present case since a notification under Rule 4(8) of the Intermediary Rules has duly been given to the Plaintiff. That Facebook India is not a significant social media intermediary since it does not have more than 50 lakhs subscribers. That therefore Rules 4(3) and (4) of the Intermediary Rules do not apply to Defendant No.1. That Defendant No.1 merely offers marketing services to Meta and only acts as facility provider. That Defendant No.1 is erroneously impleaded in the Suit. That in any case, Plaintiff has failed to make out any case for grant of mandatory temporary injunction against any of the Defendants. He prays for dismissal of the application.

17. In rejoinder, Mr. Kunal Dwarkadas submits that the Defendants' contention that they were exposed to risk is baseless, in view of Rule 7 of the Intermediary Rules and Section 79 of the IT Act, which confers immunity on the Defendants in respect of posts and advertisements hosted on their respective platforms. He further submits that all documents forming part of the compilation relied upon by Meta pertain to a period of more than one year prior to the impugned enforcement action and, therefore, cannot form the basis of the impugned disablement. He further contends that the Defendants have failed to offer any justification for their non-compliance with the requirements of Rule 4(8) of the Intermediary Rules. That Plaintiff has 9000 Ad-Accounts and Meta cannot selectively rely upon 25 advertisements for the purpose

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of projecting a picture as if all the advertisements of the Plaintiff are of like nature. That several of the material relied upon by Meta is not of Plaintiff. That in any case the material relied on by Defendant No.2 in the compilation is not sufficient for taking drastic action of total disablement of Plaintiff's accounts. He prays for temporary injunction.

CONSIDERATION OF SUBMISSIONS, REASONS AND ANALYSIS

18. Plaintiff is engaged in the business *inter alia* of providing digital advertising. Plaintiff used to operate four Business Manager Accounts with Meta. A Business Manager is best understood as a large house built on Meta's platforms. It is not itself an advertising account. It is the structure in which everything else sits inside. It is like a container and the control layer. A Business Manager holds the ownership of and permissions over every underlying asset comprised within it. Inside one Business Manager sits different kinds of things, a separate advertising account for each client, that client's Facebook/Instagram page, its product catalogue, tools that Plaintiff built to help run campaigns, data records of past campaigns and client information.

19. Plaintiff operated four primary Business Managers viz. Hustle Neo, Hustle Digital, Hustle AI and Hustle New. In the four Business Manager Accounts that Plaintiff used to operate on platforms of the Defendants, it held and administered approximately 9,000 Ad Accounts, Facebook and Instagram pages, digital cum campaign data etc, which according to the Plaintiff, aggregates to innumerable business assets. Plaintiff has

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built the four Business Manager Accounts over a period of approximately 11 years. Plaintiff was a Meta certified Agency.

20. Defendant No.2-Meta owns, operates and controls the online platforms and services known as Facebook, Instagram, Messenger and the associated advertisement infrastructure. Defendant No.1 forms part of Meta Group of Companies and is ultimately owned and controlled by Meta. It is an Indian arm of Meta. According to Defendant No.1, it is merely a facilitator between the clients and users of Meta in India and merely performs marketing activities from Meta. This is disputed by the Plaintiff. However, it is not necessary to delve deeper in that aspect at this juncture.

21. To understand the business model of Plaintiff, it has given an illustration of a mall owner, business center operator within that mall and the ultimate client. Defendant No.2-Meta owns and operates a very large digital mall containing an effectively unlimited number of advertising displays. Each advertising display can be used to run advertisements for a particular advertiser. An advertiser can approach Meta directly, obtain its own advertising display and run its own advertisements. However, operating that space is not always straight forward as Meta has detailed advertising rules, technical requirements, payment arrangements, and automated enforcement systems. Here Plaintiff steps in as a bridge between the advertiser and Meta. Plaintiff operates like a business-center manager within Meta's mall. Advertisers engage Plaintiff because it has experience in operating advertising

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displays and dealing with Meta's requirements. The Plaintiff creates and owns a seperate ad account (display) for each client within its Business Manager. The client tells the Plaintiff the product or service it desires to advertise, intended audience/geographical market, spending budget, timeline for the campaign. After receipt of client requirements, Plaintiff operates the advertising room for the client by creating/maintaining the ad account, advising the client about Meta Rules/policies, checking the advertisements for apparent compliances, uploading the advertisements, managing/monitoring campaigns, communicating with Meta about problems, etc. Since Meta controls the entire mall, it determines which advertisements can be displayed, the applicable advertising standards, price, etc.

22. Additionally, Meta recognizes certain chosen operators as 'Managed Agency Partner', and this recognition brings along various benefits such as dedicated partner manager for strategic guidance, priority support, access to insights/best practices, early access to alpha and beta products, new product launches, and visibility into trends benchmarks and opportunities in the Indian digital advertising market, etc. Plaintiff was, at all material times, recognised by the Defendants as a Managed Agency Partner.

23. Coming to the commercial arrangement between Meta, Plaintiff and its clients (advertisers), Meta gave to the Plaintiff a credit line comparable to a monthly running account provided by the mall owner to the business center operator. There are two types of transactions. In

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Model 1, the client pays to the Plaintiff the proposed advertising budget and Plaintiff's agency fees. The Plaintiff runs the advertisements through the client's designated ad account and the Meta charges the expenditure to the Plaintiff's credit line by invoicing the Plaintiff, who pays Meta. In Model 2, the Plaintiff's client pays Meta directly through the credit card added as the payment method for the ad account as and when Meta charges the advertisement expenditure to that credit card. Here, Plaintiff continues to own and manage the ad account. The client pays to the Plaintiff its agency/management fees and provides a security deposit. If the client fails to pay Meta, Plaintiff owns the responsibility to clear the client's dues.

24. In the above process, the client (advertiser) purchases access to Meta advertising through Plaintiff's infrastructure and gains advantage of Plaintiff's knowledge of Meta's rules and enforcement processes. It also gets the technical setup and campaign operation. Plaintiff manages the ad account and looks after the compliance management. The client also gets the benefit of Plaintiff's credit facility and payment arrangement.

25. There is a complex contractual relationship between Plaintiff and Defendant Nos.1 and 2, which arises from the hierarchy of contracts between each of them. There are two principal contracts namely the 'Terms of Service' and the 'Meta Commercial Terms' which are executed between the Plaintiff and Meta. There are two more contracts viz. 'Self-Serve Ad Terms' and 'Country Specific Ad Terms'. The exact nature of the

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four contracts between the parties has already been dealt with by this Court in the order dated 27 October 2026. For facility of reference, it would be appropriate to reproduce paragraphs 34 to 52 of the order as under:

> **34)** A legal relationship between the Plaintiff on one side and Defendant Nos.1 and 2 on the other arises from a hierarchy of contracts between them. Each contract provides for a different set of rights and obligations. According to Meta, there are two principal contracts viz. 'Terms of Service' and 'Commercial Terms' and that both the principal contracts are executed between the Plaintiff and Meta. There are two more contracts viz 'Self-Serve Ad-Terms' which Meta believes is executed between the Plaintiff and Meta Platforms Ireland Ltd. and 'Country Specific Ad-Terms' which is executed between the Plaintiff and Facebook India-Defendant No.1 and which Meta believes are supplemental to the principal contracts.
>
> **35)** A person or entity proposing to use Meta platforms, products and services for commercial purposes such as advertising, must accept all four the contracts or else the access to the platforms and products is automatically denied. For the purpose of deciding the limited issue of jurisdiction, it would be necessary to take into consideration the nature of each of the four contracts.
>
> **36)** **Contract-1** is the 'Terms of Service', which is undoubtedly executed between Plaintiff and Defendant No.2-Meta. Contract No.1 governs a party's access to use Meta products and services such as Facebook, Messenger and other products, websites, features, apps, services and software offered by Meta. The Terms of Service thus constitute a master framework between Meta and any user of Meta Products including a consumer, as well as a business manager. Clause 4.4 of Terms of Service provides for dispute resolution and the clause reads thus:
>
> > **4.4 Disputes**
> >
> > We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know upfront where it can be resolved and what laws will apply.
> >
> > **If you are a consumer**, or where required by applicable law, the laws of the country in which you reside will apply to any claim, cause of action or dispute that you have against us that arises out of or relates to these Terms or the Meta Products, and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. **In all other cases**, and for any claim, cause of action or dispute that Meta

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> files against you, you and Meta agree that any such claim, cause of action or dispute must be resolved exclusively in the US District Court for the Northern District of California or a state court located in San Mateo County.
> You also agree that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms and any claim, cause of action or dispute without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, at its sole discretion, Meta may bring any claim, cause of action or dispute we have against you in any competent court in the country in which you reside that has jurisdiction over the claim.
>
> *(emphasis and underlining added)*

37) Thus, Clause 4.4 of the Terms of Service provides for jurisdictional arrangement differently for a consumer and for those who are not consumers. In the case of Meta consumers, the disputes with Meta can be resolved before a competent court having jurisdiction over the claim. Thus, a Meta consumer in India can bring in an action against Meta in Indian Courts. In all other cases, (*including a claim, the cause of action or dispute that Meta may file*), the agreement provides for resolution of dispute exclusively in the US District Court for the Northern District of California or a State Court located in San Mateo County.

38) According to Meta, since Plaintiff is not a mere consumer, and since it uses Meta's products for its business, Plaintiffs falls in the category of 'all other cases' under which the exclusive jurisdiction of a US District Court for Northern District of California or a State Court located in San Mateo County is contractually agreed. Also, under Clause 4.4 of the Terms of Service, there is an agreement concerning the personal jurisdiction of the courts in California and the applicability of the laws of the State of California.

39) Meta has also relied on Clause 4.5 of the Terms of Service under which if any products are used which are governed by supplemental terms, the same also become part of the Terms of Service, as well as of the Commercial Terms.

40) Meta therefore contends that the Terms of Service constitutes an agreement between the Plaintiff and Meta, and that the entire infrastructure made available to the Plaintiff for operating its four Business Manager Accounts and Ad Accounts is governed by the overarching Terms of Service, providing for exclusive foreign jurisdiction and foreign laws clauses.

41) **Contract No.2** is the 'Commercial Terms', which is produced at page 203 of the plaint. According to Meta, the Commercial Terms are applicable to the parties using Meta products for commercial purposes. It is contended that

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since Plaintiff uses Meta products for commercial purposes, in addition to the overarching stipulations of the Terms of Service, the relationship between the parties is also governed by the Commercial Terms.

42) For jurisdictional purposes, Meta relies on Clause 5(d) of the Commercial Terms, which reads thus:

> Commercial Claims outside the United States: If you reside outside the United States or your business is located outside the United States, you agree that.
>
> i. Any Commercial Claim between you and Meta Platforms, Inc. must be resolved exclusively in the US District Court for the Northern District of California or a state court located in San Mateo County, that you submit to the personal jurisdiction of either of these court for the purpose of litigating any such claim and that the laws of the State of California will govern these Commercial, Terms and any such claim, without regard to conflict of old provisions jurisdiction of the Republic of Ireland for the purpose of litigating any such claim, and the laws of the Republic of Ireland will govern these Commercial Terms and any such claim, without regard to conflict of law provisions.
>
> Notwithstanding (i) and (ii) above, any Commercial Claim between you and both Meta Platforms, Inc. and Meta Platforms Ireland Limited must be resolved exclusively in the US District Court for the Northern District of California or a state court located in San Mateo County, that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim and that the laws of the State of California will govern these Commercial Terms and any such claim, without regard to conflict of law provisions.
>
> iv. Without prejudice to the foregoing, you agree that, in our sole discretion, we may also bring any claim we have against you related to efforts to abuse, interfere or engage with our Products in unauthorised ways in the country in which you reside that has jurisdiction over the claim.

43) Meta also relies on clause 7 of the Commercial Terms dealing with 'conflicts and supplemental terms' which reads thus:

> Conflicts and supplemental terms; If there is a conflict between these Commercial Terms and the -Terms, these Commercial Terms will govern with respect to your access and use of the Meta Products for business or commercial purposes to the extent of the conflict. Supplemental terms and policies may also apply to your use of certain Meta Products. To the extent that those supplemental terms conflict

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with the Commercial Terms, the supplemental terms will govern with respect to your use of those Meta Products to the extent of the conflict.

44) Relying on Clause 5(d)(i) of the Commercial Terms, Meta contends that every commercial claim between the Plaintiff and Meta can be resolved exclusively in US District Courts for Northern District of California or a State Court located in San Mateo County. It is further contended that Plaintiff has agreed to submit itself to the personal jurisdiction of either of these Courts and that laws of the State of California govern the Commercial Terms between Plaintiff and Meta. It is therefore contended by META that Plaintiff has agreed for exclusive jurisdiction of Californian Courts and therefore cannot maintain a suit against Meta before this Court.

45) **Contract No.3** is the 'Self-Serve Ad Terms' contract which Meta claims is executed between Plaintiff and Meta Platforms Ireland Ltd. Plaintiff disputes this position and submits that Self-Serve Ad Terms is a contract executed between the Plaintiff and Defendant No.1-Facebook India. The purpose for execution of Self-Serve Ad Terms is to agree to the specialist terms governing the creation, submission and delivery of advertisements and sponsored or commercial contents through Defendants' self-service interfaces and APIs. Under the Self-Serve Ad Terms, Plaintiff could target its desired audience by buying ads to be delivered on Facebook, Messenger, Instagram, publisher network or in place with service ads.

46) According to Meta, the Self-Serve Ad Terms are subject to Meta's Commercial terms and govern the relationship between Plaintiff and Meta Platforms Ireland Ltd. in relation to advertisements posted on Meta Platforms.

47) Plaintiff denies that Self-Serve Ad Terms is a contract between Plaintiff and Meta Platforms Ireland Ltd. and contends that it is actually a contract between the Plaintiff and Defendant No.1-Facebook India. Plaintiff relies on following clauses of the Self-Serve Ad Terms:

> 1. When you place an Order, you will tell **us** the type of advertising you want to buy, the amount you want to spend, and your bid strategy. If **we** accept your Order, **we** will deliver your ads as inventory becomes available. Subject to Section 5, when serving your ad, **we** use best efforts to deliver the ads to the audience you specify or to achieve the outcome you select, though **we** cannot guarantee in every instance that your will reach its intended target or achieve the outcome you select.
>
> 2. Some of **our** products include features that allow Meta to assist you with the setup of your ad campaigns, including through the automated selection of audience, placements, objectives, and other campaign criteria. These features are optional, and you may choose to "opt in" or "opt out" of them, as applicable.

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> 3. **We** may reject or remove any ad for any reason. Your ads must comply with all applicable laws, regulations, and guidelines, as well as **our** Advertising Standards. You are solely responsible for the Order, ad content, targeting decisions, and ad placements. Failure to comply may result in a variety of consequences, including the cancellation of ads you have placed, suspension or termination of your account, and forfeiture of unused Advertiser Balance, to the extent permitted by applicable law.
>
> 4. b. You will pay all amounts specified in each Order you place, along with any applicable taxes and fees. The amount you are billed by Meta for each Order will be calculated based on **our** tracking mechanisms The amount you are billed by a third party will be calculated based on the third party's terms/policies.
>
> 4. j. You will fall under one of two categories depending on your payment method. invoiced or non-invoiced client. Invoiced clients are those for whom Meta sets a maximum spending limit and issues invoices on a periodic basis for payment in accordance with the applicable invoicing terms. Non-invoiced clients are those who must make payments at the time of purchase itself. In its sole discretion, Meta may classify clients as invoiced clients based on factors such as ad spend and creditworthiness.
>
> *(emphasis added)*

48) The words ‘we’, ‘us’ and ‘our’, which are highlighted in the above quoted stipulations, have been defined in the Contract No. 4. Therefore, to better understand the contention of the Plaintiff that Self-Serve Ad Terms is a contract between it and Facebook India, it is necessary to make a reference to Contract No.4 (Country-Specific Ad Terms).

49) **Contract No. 4** is the ‘Country-Specific Ads Terms’ which constitutes supplemental terms for use of Self-Serve Ad-Interface and Facebook as set out in Self-Serve Ad Terms. This is clear from the following:

> Welcome to Facebook!
> These Special Provisions constitute "supplemental terms" for your use of the Self-serve Ad Interface and Facebook, as set out in the Self-serve Ads Terms. Unless otherwise indicated, the definitions in the Self-serve Ads Terms apply here.

50) Clause 9 of Country-Specific Ads Terms apply to advertisers in India and stipulates thus:

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Special provisions applicable to certain advertisers in India

This section is applicable solely to Orders placed by Advertisers that are legal entities with their principal place of business in India acting on their own behalf (including, for clarity, an agency acting on its own behalf) or such advertisers acting as an agency on behalf of a third-party advertiser that has their principal co place of business in India (in either case, ("India Advertiser").

Notwithstanding anything to the contrary in the Facebook Terms of Service, the Self-Serve Ad Terms (as defined in the Terms of Service) are between India Advertiser and Facebook India Online Services Private Limited ("Facebook India"), with its registered office at 14th Floor, Skyview 10, The Skyview, Survey No. 83/1 of Raidurg (Panmaqtha) Village, Serilingampally Mandal, Ranga Reddy District, Telangana 500081. **All references in the Self-serve Ad Terms to "us", "we" and "our" are hereby deemed to be references to Facebook India for Indian Advertisers for the purpose of the Orders to which this section applies.**

Notwithstanding anything to the contrary in the Facebook Payment Terms, the Payment Terms are between the Indian Advertiser and Facebook India, and all references in the Payment Terms to "Facebook", "us", "we" and "our" are hereby deemed to be references to Facebook India for Indian Advertisers for the purpose of the Orders to which this section applies.

The Terms of Service shall remain a contract between Indian Advertisers and Facebook înc., as shall the Payment Terms for all other purposes beyond the Orders to which this section applies Each Indian Advertiser hereby consents to receiving invoices electronically.

Any claim, cause of action or dispute that arises from or relates to this section is subject to the disputes resolution clause in the Commercial Terms

You covenant and represent to Facebook that you are placing the Orders for commercial purposes.

You undertake to indemnify and hold us harmless if your ads breach any applicable laws or self-regulatory codes.

Except as specifically set forth herein, all other terms of the Terms of Service. Self-serve Ad Terms and Payment Terms shall remain unmodified and in full force and effect. Further information on

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> Facebook advertising can be found at https://www.facebook.com/help/
> Effective date: 1 July 2018
>
> *(emphasis added)*
>
> **51)** Thus, Clause 9 of the Country Specific Ads Terms clearly indicates that Self-Serve Ad Terms is a contract between Indian Advertiser and Facebook India. It has specifically agreed in Country-Specific Ads Terms that any reference to the words '*us*', 'we' and 'our' in the Self-Serve Ad Terms is deemed to be a reference to Facebook India. Of course, Clause 9 of the Country-Specific Ads Terms provides that any claim, cause of action, or dispute that arises under Clause 9 is subject to dispute resolution clause in the Commercial Terms.
>
> **52)** *Prima-facie* therefore it appears that even Contract No.3 (Self-Serve Ad Terms) is a contract between Plaintiff and Defendant No.1-Facebook India and not only with Meta Platforms Ireland Ltd. as sought to be suggested by Meta. Thus, *prima-facie*, it appears that Contract Nos.1 and 2 are between Plaintiff and Defendant No.2-Meta whereas Facebook India-Defendant No.1 appears to be the contracting party with the Plaintiff in respect of Contract Nos.3 and 4.

26. Plaintiff is aggrieved by the action of disablement of its four Business Manager Accounts, consequentially resulting in disablement of Ad account as well as by disabling/removal of Plaintiff's Facebook Page, Instagram Account, etc. The suit has been instituted seeking restoration of the aforesaid accounts and pages. By way of interim relief, the Plaintiff seeks restoration of its Business Manager Accounts, Advertising Accounts, Facebook Page and Instagram Account. The Plaintiff further seeks an injunction restraining the Defendants from altering its status as a Managed Agency Partner and directing them to continue extending to the Plaintiff the priorities, support, escalation access, and other benefits and privileges associated with such status. Alternatively, Plaintiff has sought interim relief in terms of preserving its data on the platforms of the Defendants.

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27. The Plaintiff is seeking mandatory temporary injunction against the Defendants for restoration of its Business Manager Accounts, Ad Accounts, the Facebook Page and Instagram Account. Since mandatory temporary injunction is sought, the Plaintiff needs to make out a strong case for trial, which needs to be of a higher standard than the usual *prima facie* case required for a prohibitory injunction. The principles governing grant of mandatory temporary injunction are discussed by the Apex Court in the celebrated judgment in ***Dorab Cawasji Warden*** (supra) in which it is held in paragraphs 10 to 17 of the judgment as under:

> 10. The trial court gave an interim mandatory injunction directing the fourth respondent not to continue in possession. There could be no doubt that the courts can grant such interlocutory mandatory injunction in certain special circumstances. It would be very useful to refer to some of the English cases which have given some guidelines in granting such injunctions.
>
> 11. In ***Shepherd Homes Ltd. v. Sandham***, [1970] 3 All ER 402, Megarry J. observed:
>
> > "(iii) On motion, as contrasted with the trial, the court was far more reluctant to grant a mandatory injunction; in a normal case the court must, inter alia, feel a high degree of assurance that at the trial it will appear that the injunction was rightly granted; and this was a higher standard than was required for a prohibitory injunction."
>
> 12. In ***Evans Marshall & Co. Ltd. v. Bertola SA***, [1973] 1 All ER 992 the Court of Appeal held that:
>
> > "Although the failure of a plaintiff to show that he had a reasonable prospect of obtaining a permanent injunction at the trial was a factor which would normally weigh heavily against the grant of an interlocutory injunction, it was not a factor which, as a matter of law, precluded its grant;".

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The case law on the subject was fully considered in the latest judgment in ***Films Rover International Ltd.. & Ors. v. Cannon Film Sales Ltd***., [1986] 3 AIIER 772 Hoffmann, J. observed in that case: (All ER pp. 780 -81)

> "But I think it is important in this area to distinguish between fundamental principles and what are sometimes de- scribed as 'guidelines', i.e. useful generalisations about the way to deal with the normal run of cases falling within a particular category. The principal dilemma about the grant of interlocutory injunctions, whether prohibitory or mandatory, is that there is by definition a risk that the court may make the 'wrong' decision, in the sense of granting an injunction to a party who fails to establish his right at the trial (or would fail if there was a trial) or alternatively, in failing to grant an injunction to a party who succeeds (or would succeed) at trial. **A fundamental principle is therefore that the court should take whichever course appears to carry the lower risk of injustice if it should turn out to have been 'wrong' in the sense I have described.** The guidelines for the grant of both kinds of interlocutory injunctions are derived from this principle."

Again at page 781 the learned Judge observed:

> **"The question of substance is whether the granting of the injunction would carry that higher risk of injustice which is normally associated with the grant of a mandatory injunction.** The second point is that in cases in which there can be no dispute about the use of the term 'mandatory' to describe the injunction, the same question of substance will determine whether the case is 'normal' and therefore within the guideline or 'exceptional' and therefore requiring special treatment. **If it appears to the court that, exceptionally, the case is one in which withholding a mandatory interlocutory injunction would be in fact carry a greater risk of. injustice than granting it even though the court does not feel a 'high degree of assurance' about the plain- tiff's chances of establishing his right, there cannot be any rational basis for withholding the injunction**."

and concluded that: (All ER p.782)

> "These considerations lead me to conclude that the Court

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> of Appeal in Locabail International Finance Ltd. v. Agroexpon, (1986) 1 All ER 901 at 906: (1986) 1 WLR 657, 664 was not intending to 'fetter the court's discretion by laying down any rules which would have the effect of limiting the flexibility of the remedy', to quote Lord Diplock in the Cyanamid case (1975) 1 All ER 504 at 510: 1975 AC 396 at 407. Just as the Cyanamid guidelines for prohibitory injunctions which require a plaintiff to show no more than an arguable case recognise the existence of exceptions in which more is required (compare Cayne v. Global Natural Resources plc, (1984) 1 All ER 225, so the guideline approved for mandatory injunctions in Locabail recognises that there may be cases in which less is sufficient."

On the test 1 to be applied in granting mandatory injunctions on interlocutory applications in ***Halsbury's Laws of England*** 4th edn. Vol.24, para 948 it is stated:

"**A mandatory injunction can be granted on an interlocutory application as well as at the hearing, but, in the absence of special circumstances, it will not normally be granted. However, if the case is clear and one which the court thinks ought to be decided at once, or if the act done is a simple and summary one which can be easily remedied, or if the defendant attempts to steel a march on the plaintiff, such as where, on receipt of notice that an injunction is about to be applied for, the defendant hurries on the work in respect of which complaint is made so that when he receives notice of an interim injunction it is completed, a mandatory injunction will be granted on an interlocutory applications.**"

13. The law in United States is the same and it may be found in 42 *American Jurisprudence* 2nd page 745 et seq.

14. As far the cases decided in India we may note the following cases.

15. In one of the earliest cases in *Rasul Karim & Anr. v. Pirubhai Amirbhai*, ILR 1914 38 Bom. 381 : 16 Bom LR 288 : 24 IC 625, Beaman, J. was of the view that the court's in India have no power to issue a temporary injunction in a mandatory form but Shah, J. who constituted a Bench in that case did not agree with Beaman, J. in this view. However, in a later Division Bench judgment in Champ*sey Bhimji & Co. v. The Jamna Flour Mills Co. Ltd., ILR* (1914) 16 Bom. LR 566, 28 IC 121 two learned Judges of the Bombay High Court took a different view

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from Beaman, J. and this view is now the prevailing view in the Bombay High Court. In *M. Kandaswami Chetty V.P. Subramania Chetty*, ILR (1918) 41 Mad. 208 : 1917 MWN 501 : 41 IC 384, a Division Bench of the Madras High Court held that court's in India have the power by virtue of Order XXXIX Rule 2 of the Code of Civil Procedure to issue temporary injunction in a mandatory form and differed from Beaman's view accepting the view in *Champsey Bhimji & Co. v. Jamna Flour Mills Co.* (supra). In *Israil v. Shamser Rahman,* ILR (1914) 41 Cal. 436 : 18 CWN 176, it was held that the High Court was competent to issue an interim injunction in a mandatory form. It was further held in this case that in granting an interim injunction what the Court had to determine was whether there was a fair and substantial question to be decided as to what the rights of the parties were and whether the nature and difficulty of the questions was such that it was proper that the injunction should be granted until the time for deciding them should arrive. It was further held that the Court should consider as to where the balance of convenience lie and whether it is desirable that the status quo should be maintained. While accepting that it is not possible to say that in no circumstances will the Courts in India have any jurisdiction to issue an ad interim injunction of a mandatory character, in *Nandan Pictures Ltd. v. Art Pictures Ltd. & Ors.*, AIR 1956 Cal. 428 a Division Bench was of the view that if the mandatory injunction is granted at all on an interlocutory application it is granted only to restore the status quo and not granted to establish a new state of things differing from the state which existed at the date when the suit was instituted.

16. The relief of interlocutory mandatory injunctions are thus granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm, courts have evolved certain guidelines. Generally stated these guidelines are:

(1) The plaintiff has a strong case for trail. That is, it shall be of a higher standard than a prima facie case that is normally required for a prohibitory injunction.

(2) It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money.

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> **(3) The balance of convenience is in favour of the one seeking such relief.**
>
> 17. Being essentially an equitable relief, the grant or refusal of an interlocutory mandatory injunction shall ultimately rest in the sound judicial discretion of the Court to be exercised in the light of the facts and circumstances in each case. Though the above guidelines are neither exhaustive or complete or absolute rules, and there may be exceptional circumstances needing action, applying them as prerequisite for the grant or refusal of such injunctions would be a sound exercise of a judicial discretion.
>
> *(emphasis added)*

28. In ***Deoraj v. State of Maharashtra and others***[6] the Apex Court has held that though the Courts ordinarily avoid granting final relief at an interlocutory stage, that rule is not absolute. Conversely, refusing interim relief can sometimes amount to dismissing the main petition if no meaningful relief remains by the time the case is finally heard. It is further held that the Courts may grant interim relief, even if it amounts to granting the final relief, in exceptional cases where withholding interim relief would effectively dismiss the main proceedings or render it infructuous. The Apex Court has however, cautioned that such cases would be rare and must be accompanied by compelling circumstances. It is further held that the conduct of parties needs to be seen. It is held in in paragraphs 11, 12 and 13 of the judgment as under:

> 11. The Courts and Tribunals seized of the proceedings within their jurisdiction take a reasonable time in disposing of the same. This is on account of fair procedure requirement which involves delay intervening between the previous and the next procedural Steps leading towards preparation of case for hearing. Then, the Courts are also overburdened and their hands are full. As the conclusion of hearing on merits is likely

6 2004 (4) SCC 697

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to take some time, the parties press for interim relief being granted in the interregnum. An order of interim relief may or may not be a reasoned one but the factors of prima facie case, irreparable injury and balance of convenience do work at the back of the mind of the one who passes an order of interim nature. Ordinarily, the Court is inclined to maintain status quo as obtaining on the date of the commencement of the proceedings. **However, there are a few cases which call for the Court's leaning not in favour of maintaining the status quo and still lesser in percentage are the cases when an order tantamounting to a mandamus is required to be issued even at an interim stage. There are matters of significance and of moment posing themselves as moment of truth. Such cases do cause dilemma and put the wits of any Judge to test.**

12. **Situations emerge where the granting of an interim relief would tantamount to granting the final relief itself. And then there may be converse cases where withholding of an interim relief would tantamount to dismissal of main petition itself; for, by the time the main matter comes up for hearing there would be nothing left to be allowed as relief to the petitioner though all the findings may be in his favour. In such cases the availability of a very strong prima facie case -- of a standard much higher than just prima facie case, the considerations of balance of convenience and irreparable injury forcefully tilting the balance of case totally in favour of the applicant may persuade the Court to grant an interim relief though it amounts to granting the final relief itself**. Of course, such would be rare and exceptional cases. The Court would grant such an interim relief only if satisfied that withholding of it would prick the conscience of the Court and do violence to the sense of justice, resulting in injustice being perpetuated throughout the hearing, and at the end the Court would not be able to vindicate the cause of justice. **Obviously, such would be rare cases accompanied by compelling circumstances, where the injury complained of is immediate and pressing and would cause extreme hardship. The conduct of the parties shall also have to be seen and the Court may put the parties on such terms as may be prudent.**

13. The present one is a case where we are fully satisfied that a foolproof case for the grant of interim relief was made out in favour of the petitioner in the High Court on the basis of the material available before the Court. There was only one nomination filed which was found to be in order and was not withdrawn. The time appointed for filing nominations, scrutiny and withdrawal was over. There was no contest. Nothing had remained to be done at the meeting of the Committee which was to be convened only for the purpose of declaring the result.

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> Nothing was to be put to vote. Holding of a meeting was only for the purpose of performing the formality of declaring the appellant as elected. In fact the election programme, as notified, itself contemplated the meeting at 1400 hours for voting and counting 'if felt necessary'. The provision as to quorum lost all its significance. It did not make any difference whether there were eight directors to hear the declaration of result or just four or even none. May be the directors having learnt of there being a single valid nomination and that too not withdrawn, also knew that the result of the election was a fait accompli, and therefore, did not want to take the trouble of even coming to the venue of the meeting. Unless something was brought to the notice of the Court either by way of material in the shape of documents or affidavits or even by way of a plea raised before the Court which could come in the way of the relief being granted to the writ petitioner, in the case of such a nature, the interim relief ought to have been granted. The writ petitioner-appellant is right in submitting that the election was for a period of one year put of which a little less than half of the time has already elapsed and In the absence of interim relief being granted to him there is nothing which would survive for being given to him by way of relief at the end of the final hearing.
>
> *(emphasis added)*

29. Mr. Kunal Dwarkadas has also relied on the judgment of Single Judge of this Court in ***Baban Narayan Landge*** (supra) which has discussed the issue as to whether Civil Court has jurisdiction to issue interlocutory mandatory injunction so as to restore status *quo* anterior as on the date of institution of the Suit. This Court has prescribed two essential tests for grant of such an injunction: (i) a high degree of assurance that the Plaintiff would be entitled to similar relief upon conclusion of the trial; and (ii) the likelihood of irreparable injury being caused to the Plaintiff if the conduct complained of is permitted to continue until the final adjudication of the suit. This Court has held in paragraphs 3 and 6 of the judgment as under:

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> 3. Undoubtedly, power to issue mandatory injunction at an interlocutory stage is not to be exercised lightly or commonly. Ordering maintenance of status quo as on the date of the suit as an interim measure is rate and rarer still is the order of maintenance of status quo as on the date anterior to the institution of suit. But existence of jurisdiction and its proper exercise are two distinct topics.
>
> 6. Now about exercise of the jurisdiction. There are two essential pre-requisites. First is that such power is not to be exercised unless the Court feels a high degree of assurance that at the trial a similar injunction would in all probabilities be granted and secondly, irreparable injury will be caused if thing complained of is allowed to continue until the final decisions.

30. Thus, a mandatory temporary injunction cannot be granted by a Court in a routine manner and only in exceptional, rare and compelling cases, the Court can resort to extraordinary relief of interim mandatory injunction where there exists a very strong *prima facie* case. The strong *prima facie* case required for mandatory temporary injunction is of a standard much higher than just a *prima facie* case. Even the other considerations of balance of convenience and irreparable injury must be very strong and totally in favour of the Plaintiff. Mandatory temporary injunction can be granted only if the Court is satisfied that withholding of the same would prick the conscience of the Court and would do violence to the sense of justice, thereby resulting in injustice being perpetrated throughout the pendency of the suit and at the end, Court would not be able to vindicate the course of justice. There must be exceptionally compelling circumstances warranting the grant of a mandatory temporary injunction, wherein the injury complained of is immediate and pressing and is likely to cause extreme hardship to the Plaintiff. As held by the Apex Court in ***Deoraj*** (supra), even the conduct

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of the parties needs to be seen as a relevant factor for deciding whether to grant mandatory temporary injunction or not.

31. Having considered the scope of the Court's power to grant mandatory temporary injunction, I now proceed to consider whether Plaintiff has made out a very strong *prima facie* case and whether it meets the requirements prescribed by the Apex Court of a rare, compelling and special case for issuance of a mandatory temporary injunction.

32. The impugned enforcement action was communicated to the Plaintiff vide email dated 4 August 2026. It is the case of Meta that it has taken the impugned enforcement action and Defendant No.1-Facebook India has attempted to distance itself from the same. In my view, however, it is irrelevant at this juncture as to which of the Defendants has taken the impugned enforcement action. What matters is whether the impugned enforcement action is so grossly illegal that a very strong *prima facie* case gets created in favour of the Plaintiff for issuing a mandatory temporary injunction for restoration of its disabled accounts. It would be apt to reproduce the email dated 4 August 2026, which reads thus:

> Dear Rikki, Sadhvi
>
> **We are writing to inform you that Meta has made the decision to disable the business managers listed below, and all associated ad accounts, pages and other assets owned by your business due to violations of our Advertising Standards and other policies and terms**.

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> After detailed conversations and correspondence regarding your compliance, we have determined that the actions we are taking are necessary to protect our users and platform. Meta will consider all available enforcement and legal options in response to additional violations of our Advertising Standards and other policies and terms.
>
> Next Steps
>
> 1. Asset enforcement: We will disable the ad accounts operated by Blink Digital today, including the business managers (and all associated accounts and other assets) listed below.
>
> 2. Sales Support: The enforcement action being taken is **final** and our Sales teams do not have authorisation to process appeals or provide further detailed information on specific accounts.
>
> Business Managers
>
> Hustle Neo-279781700242266
>
> Hustle Digital-1012736345593474
>
> Hustle Al-954591614571400
>
> Hustle New-2488386261378574
>
> *(emphasis added)*

33. Thus, by email dated 4 August 2026, Meta's decision to disable the four listed Business Managers Accounts and all associated Ad Accounts, pages, and other assets owned by Plaintiff's business was communicated to the Plaintiff. The reason assigned in the email dated 4 August 2026 is "*due to violations of our Advertising Standards and other policies and terms*". The email further states that the action taken by Meta was necessary to protect its users and platform. By that email, two further steps in the form of asset enforcement (*disablement of all ad accounts and Business Managers Accounts*) and withdrawal of sales support (*sales teams not processing appeals or providing further detailed information on specific accounts*) were also communicated.

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34. By subsequent Advocates' email dated 18 August 2026, Defendant No.2-Meta has elaborated further reasons to support the disablement action. It is not necessary to reproduce the entire email dated 18 August 2026. However, the reasons for disablement stated therein essentially relate to the following two categories:

> a) **Policy-violating advertisements**, which were "promoting scams, such as inducing users to enter personal details for government benefits, or impersonating celebrities to lure users into investing in saving schemes": and
>
> b) **Policy-violating conduct**, viz. Plaintiff's external marketing of circumvention services such as promotion of "ban-free/no-ban" advertising accounts, "no-spend-limit" accounts, and "advertising account rental services.

35. Thus, the impugned enforcement action is premised on Plaintiff's alleged 'policy-violating advertisements' and 'policy-violating conduct'. In the Advocate's email dated 18 August 2026, Meta also sought to justify the disablement action by relying on Rules 3(1)(b)(v) and (vi) as well as Rule 3(1)(c) of the Intermediary Rules.

36. By further email dated 22 August 2026, Defendants' Advocates also communicated that Plaintiff's corporate Facebook and Instagram pages were also disabled as a part of Meta's enforcement action.

37. By further email dated 11 September 2026, additional particulars were communicated to Plaintiff, justifying the impugned enforcement action in support of Meta's defence of 'policy-violating conduct'. The details are as under:

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a) Reference to a Facebook reel posted by the Plaintiff which advertised "ban proof accounts and "unlimited spending from day 1".

b) An interview given by one Mr. Maxence Van Benden, Head of International Business Development with the Plaintiff, where he allegedly marketed the ability to keep Meta's internal score for advertisers high.

c) A product on the Plaintiff's Hustle Al website where "rental ad accounts" were offered, which was a purported violation of Meta's prohibition on selling, renting or exchanging site privileges for assets a user owns or manages.

d) An allegation that the Plaintiff, "at a 2025 affiliate conference", advertised having "Meta insiders" who would overturn enforcement decisions.

38. The above mentioned are the broad reasons for Meta's decision to disable Plaintiff's Business Manager Accounts, Ad accounts, Facebook Page, Instagram Account, etc. According to Plaintiff, all the reasons, except the one contained in the impugned email dated 4 August 2026, are an afterthought. Plaintiff has sought to criticize the Defendant No. 2 for supplanting the reasons, which are not to be found in the disablement email through subsequent Advocate communications. According to Mr. Kunal Dwarkadas, further reasons and new material are pleaded in the Affidavit-in-Reply filed by Defendant No.2, which contains following allegations:

a) Linkedin post by the Plaintiff's co-founder, promoting the Hustle Al tool as capable of helping its customers get "unfair advantage" in ads, which is a violation of the Self-Serve Ad-Terms.

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b) Substantial majority of advertising content delivered through the Plaintiff's Business Manager accounts was created by third parties over whose content the Plaintiff "exercised no meaningful control".

c) The Plaintiff's Business Manager accounts recorded a scam report rate of "between five and nine times the global average" and that an investigation by Defendant No.2 produced "corroborated findings".

d) A substantial amount of the revenue from the Plaintiff's network was attributable to advertisements that Defendant No.2 had to disable for policy violations.

39. In my view, however, the action of Defendant No.2 in elaborating the reasons in subsequent correspondence (*post the disablement email*) and in Affidavit-in-Reply cannot be treated as a factor relevant for considering whether Plaintiff has made out a very strong *prima facie* case for grant of mandatory temporary injunction. At this juncture it would not be appropriate to completely brush aside the reasons emanating from the subsequent correspondence and Affidavit-in-Reply and to determine the correctness of the enforcement action only on the basis of the reason indicated in the email dated 4 August 2026. Also, in that email, Meta has given the broad reason of *'violations of our Advertising Standards and other policies and terms'*. It is entitled to elaborate on this broad reasoning in the subsequent correspondence. Rather than shutting

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the eyes on the reasons in the subsequent correspondence and in the Affidavit-in Reply, it would be appropriate for the Court to examine whether there is any *prima facie* truth in the allegations levelled by Defendant No.2-Meta in various correspondences and the Affidavit-in-Reply and the truth or otherwise in those allegations would be a factor relevant for deciding whether a strong *prima facie* case is made out or not.

40. From the various reasons elaborated in the pre-suit correspondence as well as the Affidavit-in-Reply, it is clear that Defendant No.2-Meta has cited the reasons of (i) policy-violating advertisements and (ii) policy-violating conduct of the Plaintiff for disabling its Business Manager Accounts, Ad accounts, Facebook Page, Instagram Account, etc. Along with its Reply, Meta has annexed some of the illustrative materials to demonstrate the policy-violating advertisements and policy-violating conduct. In paragraph 29 of its Affidavit-in-Reply, Defendant No.2-Meta craved the leave of the Court to file additional documents to substantiate alleged violations by the Plaintiff at the time of hearing of the injunction. Paragraph 29 of the Affidavit-in-Reply of Defendant No.2 reads thus:

> 29. In the present case, the Applicant committed serious policy violations that directly harmed Meta's users. Meta's Advertising Standards provide that "[h]elping anyone evade or circumvent our enforcement of our policies or terms of service is also prohibited" Meta's published policies also state that "you must not sell, rent, buy or exchange site privileges, such as administrative access, for assets that belong to you or that you manage." These policies exist to protect the users who rely on Meta's platforms globally and in India from fraudulent, deceptive, and harmful advertising. The Applicant violated

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these policies on multiple occasions, exposing Meta's users to harm.

a. Video content publically available here: https://www.youtube.com/watch?) posted by Blink's Head of International Business Development, Mr. Maxence van Beneden, stating that Blink's "main business" is as an "ad account provider," that Blink knows "how to keep the [internal Meta] score high", and offering "reactivating accounts" as a service -thereby promoting the ability to manipulate Meta's internal enforcement scoring. A representative screenshot and transcript of the video content is annexed hereto and marked as Exhibit - F1 and F2 respectively.

b. The Hustle Al website (launched by Blink's co-founder, Mr. Rikki Agarwal) explicitly offering "rental ad accounts" on its Pro Plan. A representative screenshot of the website is annexed hereto and marked as Exhibit - G.

c. In a LinkedIn post by Blink's co-founder Rikki Agarwal, Blink promoted the Hustle Al tool as capable of helping its customers get "unfair advantage" in ads. This is in direct contravention with Meta's Self Serve Ad-Terms publicly available here: https://www.facebook.com/terms/update/) which prohibits any press release or public statement about a user's relationship with Facebook or Facebook Products. A copy of the Meta's Self Serve Ad Terms is annexed hereto and marked as Exhibit - H. A representative screenshot of the LinkedIn post is annexed hereto and marked as Exhibit - I.

d. Blink's public advertising at a 2025 affiliate conference claiming access to "Meta insiders" who would overturn enforcement decisions.

e. Meta identified instances demonstrating Applicant's policy-violating conduct, including: (i) publication of advertisements relating to investment scams, government benefit scams, celebrity or brand impersonation, and/or misleading e-commerce offerings; and (ii) promotion of services including "ban-free"/"no-ban" accounts, advertising-account rentals and "no-spend-limit" accounts, which raised concerns regarding the circumvention of Meta's enforcement measures.

Some of the illustrative examples of Applicant's violations as cited above have been annexed. Defendant No. 2 craves the leave of the Court to file additional documents to substantiate Applicant's violations, on or before the hearing.

(emphasis added)

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41. Accordingly, Meta has placed on record a compilation of documents to demonstrate instances of (i) Plaintiff promoting services circumventing Meta's enforcement measures, and (ii) policy-violating advertisements on Plaintiff's network. I proceed to consider the material placed on record by Defendant No.2-Meta along with the compilation.

42. To establish instances of the Plaintiff promoting services circumventing Meta's enforcement measures, Defendant No.2 has relied on eight documents as under:

i) The first document is Plaintiff's own promotion material to attract the advertisers in the form of a post urging the advertisers to unlock the power of agency ad accounts. The post/advertisement guarantees “24/7 support”, “unlimited spends” and “stable Ad accounts” and urged the advertisers to scale “without limits” *inter alia* on Meta platforms. According to Meta, this document demonstrates promotion of circumvention services.

ii) The second document is again Plaintiff’s own promotional material for the advertisers by way of a post/advertisement in which the Plaintiff promised “no spend limits” *inter alia* on Meta platforms.

iii) The third document is again Plaintiff’s own promotional advertisement/post urging the advertisers to “scale your business now without restrictions bans” and promising “no spending limits” and “stable agency accounts”.

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(iv) The documents at serial Nos.4 to 8 are the transcripts of promotion of circumvention services in which Plaintiff has *inter alia* promised that the ads would not be banned and has promised an 'unfair edge' to the advertisements upon joining Plaintiff's services. The said transcripts also promised 'zero spend limits', 'ban proof advertisements', 'unlimited spending from day one' "game changer advertising services", etc. According to Meta, the transcripts clearly promote circumvention services.

43. Thus, there is material to *prima facie* believe that the Plaintiff publicly marketed and promoted itself as an agency providing advertising accounts with features such as "stable ad accounts", "zero/no spend limits", "unlimited budget freedom", and "ban-proof" and "rental advertising services". According to Defendant No. 2 – Meta, such conduct violates Meta's Advertising Standards, which prohibit the sale, rental, purchase or exchange of site privileges, as well as assisting any person in circumventing or evading Meta's enforcement of its policies or Terms of Service. According to Defendant No.2-Meta, Plaintiff's action also breaches Meta's community standards, which prohibit selling, buying or exchanging platform assets and site privileges. According to Meta, Plaintiff's action also breaches Meta's Community Standards: Account Integrity which provides for disablement of accounts including Business Managers Accounts, ad accounts etc. which demonstrate an activity or behaviour indicative of a clear violating purpose.

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44. Meta has also placed on record along with the compilation, documents showing instances of ‘policy-violating advertisements’ on Plaintiff's network. Meta has placed on record 25 such documents in support of its plea of policy violating advertisements. It is not necessary to discuss each of those 25 advertisements and I would restrict the discussion only to a few advertisements. In one of the advertisements, there is Paytm's logo and name, promoting loans ranging from Rs.1 lakh to Rs.5 lakhs against an Aadhaar card ‘without interest’ and ‘without CIBIL check’. There are also advertisements which promise monthly government subsidies for Americans, advertisements claiming introduction of hardship subsidy by the US administration, advertisement promoting health stimulus for rent, bills and groceries. There were also advertisements containing sexually suggestive clickbait intended to induce users to engage with the content, advertisements depicting adult sexual nudity, and advertisements promoting prescription drugs such as Viagra. Similarly, there are advertisements promoting online gambling schemes, quick loans, car insurance at discounted rates, healthcare reward benefits for expenses, etc.

45. According to Meta, the advertisements promoting loans violate Meta's Community Standards: Prohibited Commercial Practices, Meta's Terms of Service and Advertising Standards. Similarly, advertisements promoting subsidy, etc. violate Meta's Community Standards: Prohibited Commercial Practices, Meta's Terms of Service and Meta's Advertising Standards. So far as advertisements involving sexual contents are concerned, the same violates Meta's Community Standards: Restrictive

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Goods And Services, Meta's Community Standards: Prohibited Commercial Practices, Meta's Advertising Standards and more particularly Meta's Community Standards: Adult Sexual Solicitation And Sexually Explicit Language. This is how Meta has identified the alleged policy violation of its policies in respect of each of the 25 advertisements forming part of the compilation.

46. In addition to Meta's policies and contracts, Defendant No.2 has also alleged violation of provisions of Intermediary Rules, particularly Rules 3(1)(b)(ii), 3(1)(b)(v), 3(1)(b)(vi) and 3(1)(b)(xi). Rule 3(1)(b) provides thus:

> (b) the intermediary shall inform its rules and regulations, privacy policy and user agreement to the user in English or any language specified in the Eighth Schedule to the Constitution in the language of his choice and shall make reasonable efforts 1 [by itself, and to cause the users of its computer resource to not host], display, upload, modify, publish, transmit, store, update or share any information that,—
>
> (i) belongs to another person and to which the user does not have any right;
>
> **(ii) is obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, racially or ethnically objectionable, relating or encouraging money laundering or gambling,[or an online game that causes user harm,] or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence;**
>
> (iii) is harmful to child;
>
> (iv) infringes any patent, trademark, copyright or other proprietary rights;
>
> **(v) deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature or, in respect of any business of the Central Government, is identified as fake or false or misleading by**

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> **such fact check unit of the Central Government as the Ministry may, by notification published in the Official Gazette, specify;**
>
> **(vi) impersonates another person;**
>
> (vii) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
>
> (viii) contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
>
> (ix) is in the nature of an online game that is not verified as a permissible online game;
>
> **(x) is in the nature of advertisement or surrogate advertisement or promotion of an online game that is not a permissible online game, or of any online gaming intermediary offering such an online game;**
>
> (xi) violates any law for the time being in force;
>
> Explanation.—In this clause, "user harm" and "harm" mean any effect which is detrimental to a user or child, as the case may be;

47. Thus, any post or advertisement that is obscene, pornographic, deceptive or misleading, or which impersonates another person, or otherwise violates any applicable law attracts the obligation of the intermediary to exercise due diligence. In my *prima facie* view, where the Plaintiff's advertisements are found to violate the Intermediary Rules, Defendant No. 2–Meta would be justified in removing such advertisements. In fact, it is the statutory duty of Meta, as a significant social media intermediary, to remove such violating advertisements. However, mere removal of advertisements by having recourse to its own policies and the provisions of Intermediary Rules may not be enough and Meta is also empowered to and is fully justified in disabling the Business Manager Accounts, Ad Accounts, Facebook Page and Instagram Account.

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48. The Plaintiff has sought to offer justifications to deal with the allegations of 'policy-violating advertisements', seeking to point out errors in the Defendants' internal review/enforcement mechanism. The Plaintiff has sought to highlight that though 500 odd ad-accounts were suspended on 6 February 2026, a justification was assigned only in respect of three accounts and remaining 497 account-suspensions remained without any justification. The Plaintiff has further contended that several of those suspended accounts were later restored and has accordingly given instances of about 46 restored accounts. The Plaintiff further contended that though another set of 140 Ad accounts were suspended between May to July 2026, justification was offered only in respect of three suspended ad-accounts. The Plaintiff has referred to a series of correspondence with Meta to demonstrate that the Plaintiff had offered to conduct internal reviews of its clients and had also offered to offload its non-compliant clients both before and after the impugned enforcement action. It is contended by the Plaintiff that instead of offering guidance on signals and policies that may trigger ad account suspensions, the Defendants advised the Plaintiff to go through the generic policies available in public domain like *google.com*. The Plaintiff has also relied on email dated 11 June 2026 of Defendants' escalation desk in support of its contention that an assurance was given that though some of the ad accounts were suspended, there was no risk of disablement of the Business Manager Accounts.

49. In my view, the above justification sought to be offered by the Plaintiff damages its case more than improving the same. According to

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the Plaintiff's own case, 500 of its ad accounts were suspended in February/March 2026 and only 46 of them were restored. Again, in May to July 2026, Defendant No.2 was required to suspend Plaintiff's 140 ad accounts. The Plaintiff repeatedly expressed its willingness to offload the offending advertising accounts, thereby acknowledging the existence of policy violations in respect of several advertising accounts linked to its Business Manager Accounts. Plaintiff went on inquiring with Defendant No.2 about the exact policies and guidelines and also sought guidance to ensure avoidance of suspension of Ad accounts. This action of the Plaintiff is contrary to its claim that it has expert knowledge of Meta's advertising rules, policies, etc. on account of which the advertisers use its services by paying fees. Being a Business Manager and Managed Agency Partner, it was Plaintiff's responsibility to know the violating policies and ensure that the policy violating advertisements are not displayed in the ad-accounts. Plaintiff's inquiries about the advertisement policies with Meta, for preventing suspension actions actually contain an implied admission that it did not bother to verify that the advertisements were compliant with the Meta policies. On the other hand, there is some material to indicate that Plaintiff was openly advertising amongst its potential clients that it would ensure 'ban-free' environment to the advertisers on account of its contacts with Meta insiders. In my view, it is Plaintiff's contractual duty to ensure that its Ad accounts are not misused by the advertisers for posting policy-violating advertisements. Plaintiff cannot seek to blame Defendant No.2-Meta for not guiding it in respect of the policies, when it was Plaintiff's duty to comprehend the policies and to follow the same.

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50. Plaintiff's justification with regard to allegations of 'policy-violating conduct' again does not appeal to this Court. Defendant No.2-Meta has produced material to *prima facie* infer that Plaintiff was publicly marketing and positioning itself as an agency capable of giving an upper hand to the advertisers by providing them advertisements and accounts incapable of being banned, advertisements with zero or no spending limits and unlimited budget freedom as well as rental advertising services. Plaintiff accuses Meta of not giving prior warnings in respect of policy-violating conduct. In my view, Defendant No.2-Meta did not owe any contractual or statutory responsibility to make Plaintiff aware of its policy-violating conduct. In the present case, there is *prima facie* material to believe that Plaintiff was attempting to score a march over its competitors by attracting the advertisers/clients by promising them something which is expressly prohibited under Meta policies. Meta has thousands of advertisers in India, and upon noticing that the Plaintiff had repeatedly violated its Advertising Standards, Community Standards relating to Spam, and Community Standards relating to Account Integrity, Defendant No. 2 – Meta was justified in suspending the Plaintiff's Business Manager Account as well as its advertising accounts.

51. I am not able to accept Plaintiff's contention that the allegation of policy-violating conduct is an afterthought. Merely because material relied upon by Meta relates back to a year ago, the same does not mean that Meta either acquiesced in Plaintiff's conduct or that it must continue to ignore Plaintiff's conduct of policy violations.

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52. In respect of the allegation of ban-free/no-ban advertising accounts, Plaintiff has offered justification contending that the phrases "ban free" or "no ban" are merely marketing terms used to describe Plaintiff's assistance in helping the advertisers to seek review of restricted ads through Defendants' ad review process. I am unable to agree. On the other hand, the material relied upon by Meta clearly creates an impression that the terms “ban-free" or "no ban" or "no spend limit" were used to score a march over the competitors by assuring the advertisers that Plaintiff has an unfair advantage over others. In fact, the Plaintiff had specifically solicited advertisers/clients by asking them whether they “wanted an unfair edge” and suggesting that it had discovered or developed the “latest workarounds”. The Plaintiff was thus actively conveying to prospective clients that, by advertising through its accounts, their advertisements would not be banned owing to workarounds allegedly discovered by the Plaintiff in Meta’s systems, thereby seeking to provide such advertisers/clients with an ‘unfair’ advantage. The fact that the concerned reel was a republication of the Plaintiff’s own content and had been posted more than a year ago does not absolve the Plaintiff of the consequences arising therefrom.

53. Meta has also relied upon a video interview of Mr. Maxence Van Beneden, Head of the Plaintiff’s International Business Development, wherein the Plaintiff allegedly claimed to possess knowledge of ‘*how to maintain (Meta’s internal) score*’ and offered ‘*reactivating accounts*’ as a service thereby promoting the ability to manipulate Meta's internal

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enforcement scoring. The Plaintiff has once again sought to discredit Meta's reliance on the said interview on the ground that it was published on 29 September 2024. In my prima facie view however mere passage of some time by itself would not absolve Plaintiff of consequences of its conduct. Several Ad-suspensions occurred from February 2026 onwards and the process continued till the impugned enforcement action. Meta is entitled to take stock of the cumulative circumstances for taking action against the Plaintiff. Meta may not have considered Plaintiff's policy violating conduct as sufficient for disabling its Business Manager Accounts. However, after realizing that several policy-violating advertisements were being displayed in ad-accounts of the Plaintiff, it decided to disable its Business Manager Accounts.

54. Meta has relied on a LinkedIn post by Plaintiff's co-founder Mr. Rikki Agarwal, promoting the Hustle AI tool as capable of helping its customers get an "unfair advantage" in the ads. Here, Plaintiff seeks to claim immunity on the ground that the Hustle AI platform was developed with funding, knowledge and technical support of the Defendant. Here Defendant No.2 has accused Plaintiff's co-founder promoting Hustle AI tool of as capable of helping its customers to get "unfair advantage" in the ads. Issue here is not whether the program/platform is developed with the knowledge or assistance of Meta but the issue is about the manner in which the same is portrayed to the clients. Therefore even if it is assumed arguendo that Hustle AI platform was developed with Meta's knowledge, consent and funding, the same does not mean that the platform could be used by the Plaintiff to attract

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advertisers by promising them an unfair advantage. Plaintiff's action prima facie appears to be in direct contravention of Meta's Self Serve Ad-Terms, which prohibits any press release or public statement about a user's relationship with Facebook or Facebook Products.

55. Also, there is an allegation in Paragraphs 29(b) and (c) of the Reply of Meta that the Hustle AI website explicitly offers 'rental ad-accounts' on its Pro Plan. Apart from the claim that the Hustle AI website being jointly developed by Plaintiff and Meta, the allegation of 'rental ad-accounts' is sought to be dealt with by the Plaintiff by contending that the term 'rental ad-accounts' refers to two tier account architecture, which does not violate Meta's Advertising Standards. According to Plaintiff, in November 2025, the Defendants themselves enabled the two-tier architecture on Hustle AI, so that the Plaintiff's agency credit line could be extended to the Plaintiff's clients advertising accounts. However, the representational post of Plaintiff relied upon by Meta indicates that 'Rental Ad Account' feature was specifically advertised by the Plaintiff on its Hustle AI website. When there is a specific claim of providing rental ad accounts in the post, it is difficult to hold at this juncture that offering rental ad-account service on Hustle AI website was only for extending Plaintiff's credit line to the client accounts.

56. Meta has also referred to a public advertising at a 2025 affiliate conference claiming access to "Meta insiders" who would overturn enforcement decisions. Beyond seeking to discard the same on the

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ground that the same is an event relating to the year 2025 to disconnect the same from enforcement, there is no justification as to why Plaintiff raised such policy violating claims.

57. Thus, beyond claiming that most of the alleged violations are stale, Plaintiff has not been able to offer any real justification with respect to allegations of policy-violating conduct. Meta could have acted immediately upon noticing each of the violations. However, merely because Meta waited and later took into consideration the cumulative conduct of the Plaintiff in respect of policy-violating advertisements and policy-violating conduct for disabling its accounts on 4 August 2026, the same does not mean that Meta's action can be treated as a breach of contract or violation of any statutory provisions. Meta is justified in waiting for Plaintiff to improve. In the year 2026 itself, Meta had taken action by suspending certain advertising accounts, thereby putting the Plaintiff on notice of the alleged violations. Meta has considered the Plaintiff’s overall business approach and is satisfied that the Plaintiff has been attempting to lure clients/advertisers by promising and offering services that violate its policies, with a view to securing an unfair advantage over its competitors. In my view, Meta is justified in disabling Plaintiff's accounts considering its overall conduct.

58. Plaintiff has accused Meta of violating the provisions of Intermediary Rules. Reliance is placed on provisions of Rule 4(8) of Intermediary Rules, which provides thus:

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> (8) Where a significant social media intermediary removes or disables access to any information, data or communication link, under clause (b) of sub-rule (1) of rule 3 on its own accord, such intermediary shall,—
>
> (a) ensure that prior to the time at which such intermediary removes or disables access, it has provided the user who has created, uploaded, shared, disseminated, or modified information, data or communication link using its services with a notification explaining the action being taken and the grounds or reasons for such action;
>
> (b) ensure that the user who has created, uploaded, shared, disseminated, or modified information using its services is provided with an adequate and reasonable opportunity to dispute the action being taken by such intermediary and request for the reinstatement of access to such information, data or communication link, which may be decided within a reasonable time;
>
> (c) ensure that the Resident Grievance Officer of such intermediary maintains appropriate oversight over the mechanism for resolution of any disputes raised by the user under clause (b).

59. Under sub-rule (8) of Rule 4 of the Intermediary Rules, where a significant social media intermediary removes or disables access to any information, data or communication link, it needs to follow certain prerequisites such as: (i) explaining the action being taken as well as the grounds/reasons for such action, (ii) provision of adequate and reasonable opportunity to dispute the action, and (iii) to ensure that Resident Grievance Officer maintains appropriate oversight over the mechanism for resolution of any disputes.

60. It must be observed that Rule 4(8) of the Intermediary Rules prescribes procedural requirements before and after disabling the access to any information, data, or communication link by a significant social media intermediary. Rule 4(8) refers to clause (b) of sub-rule (1) of Rule 3, which has already been reproduced above. It is Meta's case that the

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actions of Plaintiff have violated various clauses of Rule 3(1)(b) of the Intermediary Rules. By the email dated 4 August 2026, an intimation/notification has been given to the Plaintiff within the meaning of Rule 4(8)(a) and it cannot be stated that the impugned disablement action is without any notification/intimation. In its email, Meta had provided reasons for taking the impugned enforcement action. In fact, the contents of plaint and documents attached therewith would indicate a series of email exchanges. The Plaintiff was afforded an opportunity to dispute the action taken against it and to seek reinstatement of its accounts. However, having regard to the conduct of the Plaintiff, Defendant No. 2 considered it appropriate not to restore the Plaintiff's access to its Business Manager Accounts, advertising accounts, and other associated accounts and services. There is thus substantial compliance with provisions of Rule 4(8) of the Intermediary Rules.

61. However, even assuming for the sake of argument, that there has been failure to strictly comply with the provisions of Rule 4(8) of the Intermediary Rules, the question that arises for consideration is whether any procedural non-compliance with the requirements of the said Rule would, by itself, establish a strong prima facie case in favour of the Plaintiff for granting mandatory temporary injunction? The answer, to my mind, appears to be in the negative, particularly considering the conduct exhibited by the Plaintiff in relation to policy-violating advertisements and policy-violating conduct. Therefore, the allegations of violation of provisions of Rule 4(8) does not entitle Plaintiff to seek mandatory temporary injunction for restoration of its accounts.

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62. Plaintiff otherwise does not have any right to do business with Meta. Plaintiff cannot insist that it must be permitted to use Meta's platforms for its advertising business. Meta is not a government agency nor does it owe any public duty. It is a private entity and only contractual duties against it can be enforced. As of now, there is some material to infer that there have been breaches on the part of the Plaintiff with regard to policy-violating conduct and policy-violating advertisements. Meta does not have any animosity towards the Plaintiff. Disablement of Plaintiff's accounts may in fact result in loss of revenue of Meta. However, Meta is still required to disable Plaintiff's accounts with a view to protect itself and its users from the potential risk. By taking the impugned action, Meta is ensuring that there is a level playing field amongst all digital advertising agencies and that Plaintiff does not gain any unfair advantage over its competitors. Whether the impugned action is proportionate or not cannot be gauged at this juncture. If contractual violation or even statutory violation is proved at the end of the trial, the Plaintiff can recover damages from Meta. As of now, there is no strong prima facie case involving special circumstances for grant of mandatory interlocutory injunction in Plaintiff's favour. Meta believes that permitting Plaintiff to use its platform for its advertising business may put it to the risk of statutory violations in India. It has accordingly taken precautionary steps of preventing Plaintiff from doing business on its platform. Plaintiff does not have right to do business on Meta's platform. Plaintiff can be compensated in terms of money even if it ultimately succeeds in the

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suit. Plaintiff is not prevented from doing advertising business. It is apparently doing business on other digital platforms such as Google, TikTok, Snapchat, Yahoo, etc. Merely because Meta's products such as Facebook and Instagram are popular and that the Plaintiff's business model is likely to be adversely affected, the same cannot be made a ground by this Court for granting mandatory temporary injunction in favour of the Plaintiff as a matter of right, particularly considering its conduct.

63. In view of the above discussion and keeping in mind the tests for grant of mandatory temporary injunction, in my view, Plaintiff has failed to make out a rare and exceptional case deserving a special treatment to it for grant of mandatory temporary injunction.

64. Ordinarily, this Court could have proceeded to simply reject Plaintiff's application for temporary injunction. However considering the peculiar facts and circumstances of the case wherein Plaintiff's Business Manager Accounts, Facebook account and Instagram page are disabled keeping in mind its policy-violating conduct and policy-violating advertisements, an opportunity can be granted to the Plaintiff to make an approach to Meta for restoration of the accounts. Afterall, Meta controls giant space on the digital platform and holds a dominant footprint across global digital ecosystem. Plaintiff claims that 80 to 90% of its revenues come from advertisements on Meta platforms. Therefore, if Plaintiff desires to use Meta platforms for its business, it can mend its

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ways and assure Meta to abide by its policies. If Plaintiff gives an assurance to Meta that it would not indulge in policy-violating conduct nor permit display of policy-violating advertisement in the Ad Accounts, I am sure that Meta would consider Plaintiff's request for restoration of its accounts favourably. Plaintiff can accordingly make a request to Meta to restore its accounts and it is entirely for Meta to consider such request and take appropriate decision thereon. This Court however, is not in a position to grant any mandatory temporary injunction or direction against Meta to restore Plaintiff's Business Manager Accounts, Ad Accounts, Facebook Page, Instagram Account etc. So far as Plaintiff's alternate prayer for preservation of sharing of data is concerned, a limited relief can be granted in its favour for preservation of the data till Meta decides Plaintiff's request for restoration of its accounts. However, in the event Meta rejects the request, even injunction in terms of prayer clauses (c) and (d) cannot be granted as Plaintiff's data cannot be preserved for an indefinite time. Under Rule 3(1)(g) of the Intermediary Rules, the intermediary is under duty to preserve the information and associated records only for 180 days, that too for investigation purposes.

ORDER

65. The Application fails and I accordingly proceed to pass the following order:

i) Plaintiff's prayer for injunction in terms of prayer clauses (a) and (b) of the Interim Application is rejected.

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ii) Plaintiff would however be at liberty to make a request to Defendants for restoration of its Business Manager Accounts, Ad Accounts, Facebook Page, Instagram Account, etc. by promising to abide by Meta's policies and if such request is made, Meta shall consider and decide the same and communicate its decision to Plaintiff within a period of two weeks from the date of receipt of such request.

iii) Only during pendency of decision on the Plaintiff's request for restoration, Defendant No. 2 – Meta shall not delete, destroy, or otherwise render irretrievable any data, records, content, logs, communications, or information pertaining to the Plaintiff's Business Manager Accounts, Advertising accounts, Facebook Page, and Instagram Account, and shall preserve the same in their entirety. In the event request for restoration is not made by Plaintiff within 4 weeks and/or if the request is rejected, this interim protection would come to an end.

66. With the above directions, the Interim Application is **disposed of**. Costs of the Application shall be costs in the Suit.

(SANDEEP V. MARNE, J.)

NEETA SHAILESH SAWANT
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