

IN THE HIGH COURT FOR THE STATE OF ANDHRA PRADESH
AT AMARAVATI

W.P. No. 9577 OF 2024

BETWEEN:

M/s String Art Private Limited

...Petitioner

AND

Alphabet Inc & Ors.

...Respondents

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Place: AMARAVATI
Date: 15.07.2024

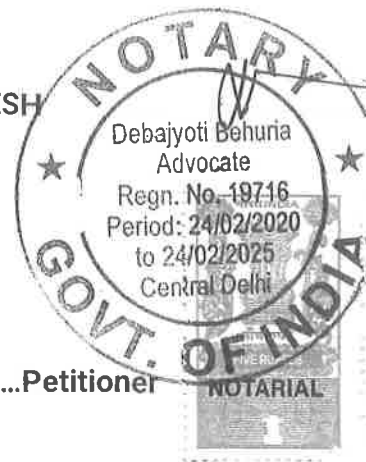
COUNSEL FOR RESPONDENT NO. 2



BEFORE THE HON'BLE HIGH COURT OF ANDHRA PRADESH

AT: AMARAVATI

W.P. No. 9577 of 2024



BETWEEN:

M/s String Art Private Limited

AND

Alphabet Inc & Ors.

...Petitioner

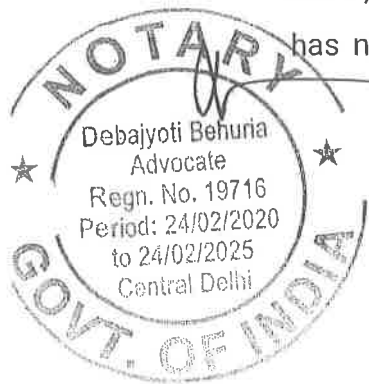
...Respondents

COUNTER-AFFIDAVIT FILED ON BEHALF OF RESPONDENT NO. 2

I, Yashwant Rai Grover, S/O Mr. Rohit Kumar Grover, Age: 33 Years, Constituted Attorney of Google LLC Company, R/o: 194 Jor Bagh, 110 003 do solemnly affirm and state on oath as under:

1. I am the Constituted Attorney of the Respondent No. 2, Google LLC (*hereinafter, 'Answering Respondent'*), and am familiar with the facts and circumstances of the present case. I am competent and authorized to swear and depose this Counter Affidavit for and on behalf of the Respondent No. 2, in reply to the Petition. A copy of the Power of Attorney in my favour is annexed herewith as **Annexure-A**. I have gone through the Petition and deny each and every averment made by the Petitioner, save those that have been expressly admitted herein.

At the outset, it is pertinent to clarify that the YouTube platform is owned and operated by the Answering Respondent, Google LLC, which is an entity incorporated under the laws of the State of Delaware having its registered office at "1600, Amphitheatre Parkway, Mountain View, CA, 94043, USA". The Respondent No. 1, "Alphabet Inc. and Ors", although the parent company of Respondent No. 2, has no role to play in the operation of the YouTube product or the present *lis*.



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Accordingly, it is most respectfully submitted that Respondent No. 1 may be deleted from the array of parties.

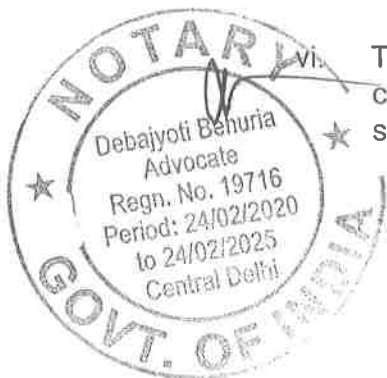
PRELIMINARY SUBMISSIONS:

2. I say that by way of the present petition, the Petitioner *inter alia* seeks directions against the Answering Respondent to "to restore the YouTube channels of the Petitioner" and "to compensate the Petitioner for losses and damages... of a sum of 2,00,00,100/- (Two crores and hundred only)." The Petitioner is wholly misconceived in alleging that the Answering Respondent took any action against its content arbitrarily or without following due process of law. I say that the instant Petition is patently false, ill-conceived, and liable to be dismissed *in limine*. Not only has the Petitioner failed to demonstrate and/or make out any ground to warrant interference by this Hon'ble Court under Article 226 of the Constitution of India, but the Petitioner has suppressed the gravity of its own *mala fide* conduct. The present Petition is liable to be dismissed on the following grounds, which are briefly encapsulated here, and explained in detail hereinafter:

The present Writ Petition is not maintainable against a private party.

- i. There are no grounds warranting issuance of a Writ of Mandamus.
- ii. The present dispute is a purely contractual dispute arising out of the enforcement of the Answering Respondent's Terms of Service;
- iii. Disputed questions of fact cannot be adjudicated under the writ jurisdiction of the Hon'ble Court. The present Petition indirectly seeks this Hon'ble Court's stamp of approval on offending/disputed content, which exercise cannot be undertaken in Writ jurisdiction.
- iv. It is well-settled that writ jurisdiction cannot be invoked to settle purely commercial interests.
- v. The Petitioner ought to have availed of efficacious alternate remedies.

The Petitioner has concealed its own *mala fide* conduct of uploading content in violation of the platform policies, circumventing restrictions and severely and repeatedly abusing the platform.

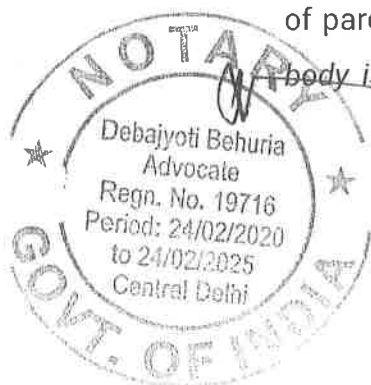


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- vii. Freedom of Speech as envisaged under Article 19(1)(a) is subject to reasonable restrictions.
- viii. The Answering Respondent's actions are well-compliant within the IT Rules, 2021.

The Writ Petition Is Not Maintainable against a Private Party:

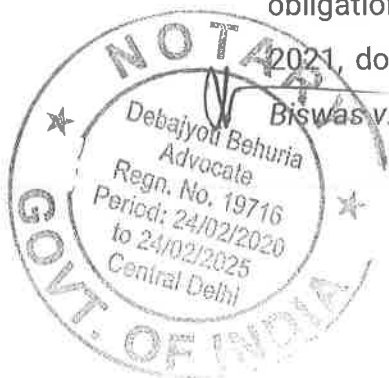
3. I am advised to say that the present Writ Petition, insofar as it relates to the Answering Respondent is not maintainable, as the Answering Respondent is a private entity. It is settled law that directions as sought by the Petitioner (*which are in the nature of Writ of Mandamus*) cannot be issued against a private person. The Answering Respondent is a company incorporated in the United States of America and is engaged in the provision of several diversified web-based services. The same, by no stretch of imagination can be called a public functionary or entity. It is a well-established principle that a Writ, notably a Writ of Mandamus under Article 226 of the Constitution of India may lie against a private person/entity only if, it performs a public function or discharges a public duty or, is financed and owned or substantially funded by the State, or if such entity colludes with a public authority. None of the aforesaid are *ex facie* the case herein.
4. I am further advised to say that the Hon'ble Supreme Court in *Ramakrishna Mission & Anr. v. Kago Kunya & Ors.* (2019) 16 SCC 303 held that the "*public function*" must be of the character that is closely related to functions which are performed by the State in a sovereign capacity. Elaborating upon the constituents of '*sovereign function*', the Hon'ble Supreme Court, in the case of *Balmer Lawrie & Co. Ltd. vs. Partha Sarthi Sen Roy* (2013) 8 SCC 345 had held that sovereign functions should be restricted to those functions, which are primarily inalienable, and which can be performed by State alone such as legislative functions, the administration of law, eminent domain, maintenance of law and order, internal or external security, grant of pardon etc. In *Binny v Sadasivan*, the Hon'ble Supreme Court has held that "*a body is performing a "public function" when it seeks to achieve some collective*



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benefit for the public or a section of the public and is accepted by the public or that section of the public as having authority to do so. Bodies therefore exercise public functions when they intervene or participate in social or economic affairs in the public interest." I say that the Answering Respondent provides a video streaming platform and certain other web-based services, which cannot be considered akin to a public function or sovereign function of the State. The platform of the Answering Respondent is not a compulsion that is mandated by law to be used. It is one of many such platforms available online, which can be used by a person, after agreeing to the specific terms and policies. As the Hon'ble Courts have consistently opined, users are free to not use such services if they find the terms not to their liking. It is inconceivable how providing a private service, which is accessible solely at the behest of a user, makes the Answering Respondent amenable to Writ jurisdiction, as alleged or at all.

5. I say that specifically in the context of intermediaries, the Hon'ble Division Bench of the Hon'ble Delhi High Court in *Karmanya Singh Sareen & Anr. v. Union of India & Ors.*, W.P.(C.) 7663 of 2016 has stated that they do not perform any public function. As recently as by way of order dated 07.03.2022, the Hon'ble High Court of Judicature for Rajasthan, in the case of *Dharmender Kumar Sharma v. Union of India & Ors.* S.B. Civil Writ Petition No. 487/2022 dismissed a Petition filed against YouTube in the absence of a factual foundation to establish that YouTube indeed performed any public function, more so when the reliefs sought were sought against YouTube alone. It is submitted that even in the present case, the Petitioner has failed to provide any specific averments with respect to the Answering Respondent discharging any public function or how it is amenable to the Writ jurisdiction.
6. I am advised to say that merely because the Answering Respondent is under the obligation to comply with the Information Technology Act, 2000 and the IT Rules 2021, does not imply that it is amenable to Writ jurisdiction. In *Pradeep Kumar Biswas v. Indian Institute of Chemical Biology & Ors.* (2002) 5 SCC 111, the Hon'ble



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Constitution Bench of the Hon'ble Supreme Court has held that in order determine whether a particular entity is a "State" for the purpose of attracting Writ jurisdiction, "the question in each case would be, whether in the light of the cumulative facts as established, the body is financially, functionally and administratively dominated by or under the control of the Government. Such control must be particular to the body in question and must be pervasive. If this is found then the body is a State within Article 12. On the other hand, when the control is merely regulatory whether under statute or otherwise, it would not serve to make the body a State" I say that the Petitioner's reliance on the judgment of *Kaushal Kishore* is misplaced since notwithstanding the said judgment, this Hon'ble Court must ascertain whether the Answering Respondent meets any of the criteria laid down by the Hon'ble Courts to hold that it is an instrumentality of the State, which is not the case herein. The Answering Respondent is not amenable to Writ jurisdiction under Article 226, as it does not, nor is obligated to, discharge a public duty or function. It is, therefore, *ex facie* evident that the Answering Respondent is squarely covered by the ratio of the Hon'ble Courts. It is well-settled law that this Hon'ble Court has ample powers to curb Petitions wherein clever drafting has given an illusion of a cause of action. The present Petition ought to be rejected *in limine* on this ground itself.

Writ Of Mandamus is not Applicable:

7. I am advised to say that while issuance of a Writ of Mandamus is the discretion of this Hon'ble Court, the present Writ does not qualify the criteria laid down by the Courts warranting such discretion to be exercised. It is submitted that the Writ of Mandamus is not a Writ of right, and that it is not issued as a matter of course. There are various conditions precedent for a Writ of Mandamus, namely:

- i. the applicant for a Writ of Mandamus must show that there resides in them a legal right to the performance of a legal duty by the party against whom the mandamus is sought, which is not the case here.



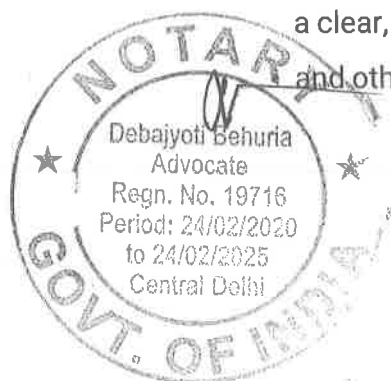
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- ii. in order for a Court to issue a Writ of Mandamus to compel something to be done, it must be shown that a statute/law imposes a legal duty. As will be explained hereinafter, the Answering Respondent is well-compliant with the IT Act and its Rules. Further, the present case is a dispute purely arising out of a contract between the parties.
- iii. the Writ is only granted to compel the performance of duties of a public nature and therefore, cannot be issued against the Answering Respondent or other private parties.

I am advised to state that judged by the aforesaid principles, the present Writ deserves to be rejected outright.

The present dispute is a purely contractual dispute arising out of the enforcement of the Answering Respondent's Terms of Service:

8. I say that by way of the present Writ, the Petitioner seeks restoration of its YouTube Channels and content thereon. As will be explained hereinafter, the Petitioner created its channels on the YouTube platform, only after contractually agreeing to the YouTube Terms of Service which incorporate the Community Guidelines, platform policies and Privacy Policy. The channels of the Petitioner were also terminated for violation of the said Terms of Service and Community Guidelines. Therefore, it is *ex facie* evident that the present dispute arises out of the enforcement of the Terms of Service of the Answering Respondent. The Petitioner is well-aware that it has contractually agreed that in case of a dispute arising out of or relating to the Terms or the Service, it will be resolved exclusively in the federal or state courts of Santa Clara County, California, USA, and the Petitioner has consented to the personal jurisdiction of those courts. It is well settled law that the Writ jurisdiction cannot be sustained, in a private contractual dispute. It is equally well-settled that when parties agree to confer exclusive jurisdiction through a clear, unambiguous, and specific clause, such a term would bind both the parties and other Courts should avoid exercising jurisdiction. It appears that the Petitioner



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is attempting to circumvent the appropriate forum of adjudication by seeking to invoke the extra-ordinary jurisdiction of this Hon'ble Court, which is impermissible. The present Petition ought to be dismissed on this ground alone.

Disputed Questions of Fact cannot be Adjudicated in a Writ:

9. I say that it is a settled position of law that a Petition involving a disputed question of facts cannot be adjudicated by a High Court under Article 226 of the Constitution of India. Indisputably, the Petitioner, *inter alia*, seeks restoration of its Channels. Such a direction would necessarily involve this Hon'ble Court into giving a finding that the content of the Petitioner, which was taken down, do/do not constitute the specific violations of policy. In fact, this is an issue raised by the Petitioner itself. Any such declaration would require this Hon'ble Court to engage in a complex fact-finding enquiry in order to ascertain the veracity of the underlying impugned content, which cannot be done by the Hon'ble Court in its Writ jurisdiction. It is settled law that the Writ Court is not the proper forum for adjudication of factual disputes that require evidence to be led, especially when such exercise of jurisdiction is to the exclusion of other alternative remedies. Additionally, such exercise, if required, can only be directed towards the State, and not private respondents, as in the present case. Accordingly, the present Petition ought not to be entertained by the Hon'ble Court under the Writ jurisdiction.

Writ Jurisdiction Cannot Be Invoked to Settle Purely Commercial Interests:

10. I say that by way of the present Petition, the Petitioner seeks award of damages against the Answering Respondent for alleged wrongful termination of its accounts. While misplaced and misconceived, such a claim makes it evident that the alleged grievance of the Petitioner is solely borne out of commercial interest and has no basis in any alleged public interest aspect. As will be explained hereinafter, the Petitioner has filed the present Writ by concealing and misrepresenting facts that make it evident that this present Petition is nothing but a gross abuse of the process of the law. It is well-settled that courts ought to be



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exceedingly cautious and reject such Petitions that purport to be in public interest, whilst solely being relatable to a private dispute.

The Petitioner has Failed to Avail of Appropriate Remedies:

11. Without prejudice to the aforesaid, I say that the present dispute pertains to interpretation and enforcement of the Terms of Service and Policies of the Answering Respondent, which have been agreed to by the Petitioner. Additionally, the Petitioner seeks restoration of its accounts and consequent award of alleged damages. It is the settled law that the remedy for breach of contract and damages lies with the civil court and not the Writ court. The Hon'ble Supreme Court in the case of *Rishi Kiran Logistics v. Board of Trustees of Kandla Port Trust* (2015) 13 SCC 233 has categorically held that the public law remedy, by way of a Writ Petition under Article 226 of the Constitution, is not available to seek damages for breach of contract or specific performance of contract. Additionally, as indicated above, prior to any alleged restoration of account or award of damages, the court must adjudicate on the veracity of the impugned content. Such a foundational declaratory relief can only be granted by the Civil Courts and not this Hon'ble Court in its Writ jurisdiction. The Petitioner is barred in law to approach this Hon'ble Court when the appropriate alternate remedy lies with the civil court. The Petition ought to be dismissed on this ground alone.
12. I am advised to say that the present Writ has been filed by the Petitioner seeking misconceived reliefs, and by misleading this Hon'ble Court as to the true facts and circumstances. The Petitioner seeks restoration of YouTube channels, by way of which it was disseminating content in violation of the Answering Respondent's Terms of Service and Community Guidelines, and which led to the Petitioner's channels being terminated. Before delving into the merits of the matter, it is important to have a basic understanding of the Answering Respondent's YouTube platform and its functioning, which is set out hereinbelow:



S. A. C.

Basic Functioning of YouTube Platform & Policies:

13. I say that YouTube is an online video streaming platform provided and owned by the Answering Respondent on which users can freely upload and share videos/audio-visual content with other users. These videos constitute "third party user generated content" that are (i) neither created, (ii) nor owned, or (iii) otherwise controlled by the Answering Respondent. YouTube is merely a platform where these videos can be uploaded and accessed on the Internet on an "as is" basis.
14. I say that in order to upload or share any video, a user has to create an account on YouTube and in doing so, contractually agree to the following documents, printouts of which have been placed on record, as **Annexure-B (Colly)**:
- a. YouTube's Terms of Service, which contains the basic terms and conditions of using YouTube which every user has to agree to. These terms are publicly available at <https://www.youtube.com/t/terms>.
 - b. Google's Privacy Policy, which contains the basic terms about how the information provided by a user pertaining to their online activity on YouTube is secured and protected. The Privacy Policy is publicly available at <https://policies.google.com/privacy>.
 - c. YouTube's Community Guidelines, which contains specific guidelines for users about the kind of content that is prohibited on YouTube and that a violation of these guidelines could result in removal of the content or termination of a user's account. These terms are publicly available at http://in.youtube.com/t/community_guidelines.
15. I say that the aforesaid Terms of Service, Privacy Policy and the Community Guidelines are contractually binding upon every user and require every user to act responsibly and comply with all local laws while using/accessing the services on YouTube. There are strict restrictions and prohibitions on uploading any content



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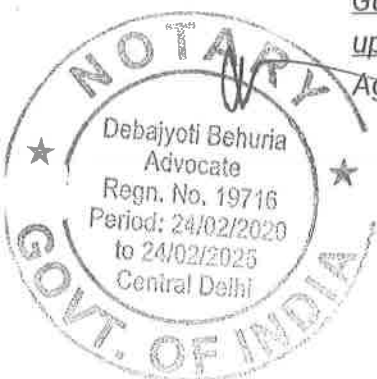
which may be violative and YouTube takes such violation(s) with extreme seriousness.

16. I say that being a platform that caters to a wide variety of persons from all walks of life, the Community Guidelines and Terms of Service are in simple and plain language. Such Policies include policies on nudity and sexual content, impersonation, misinformation, hate speech, harmful and dangerous content, harassing and cyberbullying, fake engagement, violent or graphic content, spam and deceptive practices, vulgar language, etc. *Inter alia*, publication of such policies is done in accordance with the law laid down under Rules 3(1)(a) & 3(1)(b) of IT Rules, 2021. Relevant to the present case, the policies against Medical Misinformation (<https://support.google.com/youtube/answer/13813322?hl=en>), Hate Speech (<https://support.google.com/youtube/answer/2801939?hl=en>), Harassment & Cyberbullying (<https://support.google.com/youtube/answer/2802268?hl=en>), as well as Violent or Graphic Content (<https://support.google.com/youtube/answer/2802008?hl=en>) are available on the platform. Illustrative documents pertaining to such detailed policies are placed on record before this Hon'ble Court as **Annexure-C (Colly)**.

17. It is most humbly submitted that YouTube has a strict policy in relation to violation of any law or any other third-party rights by a video uploaded by an uploader. Under the Terms of Service, it is specifically provided that uploading content in violation of the Terms of Service may result in the removal of the content uploaded by the user from YouTube and a repeat violation could lead to an immediate termination of the user's account on YouTube. A few relevant extracts from the Terms of Service are reproduced hereinbelow for ready reference of this Hon'ble Court:

Applicable Terms

Your use of the Service is subject to these terms, the YouTube Community Guidelines and the Policy, Safety and Copyright Policies which may be updated from time to time (together, this "Agreement")... Please read this Agreement carefully and make sure you understand it. If you do not



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understand the Agreement or do not accept any part of it, then you may not use the Service.

Removal of Content By YouTube

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to YouTube, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates...

Permissions and Restrictions

You may use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

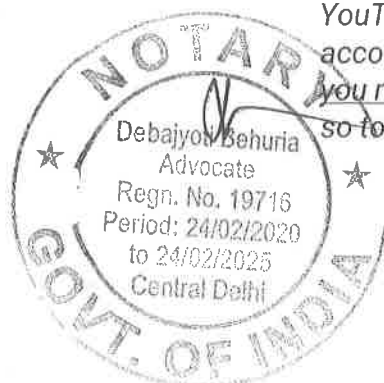
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;

Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the YouTube Community Guidelines) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Terminations and Suspensions by YouTube for Cause

YouTube may suspend or terminate your use of the Services, your Google account, or your Google account's access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there



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has been conduct that creates (or could create) liability or harm to any user, other third party, YouTube or our Affiliates.

Community Guidelines Strikes

YouTube operates a system of "strikes" in respect of Content that violates the YouTube Community Guidelines. Each strike comes with varying restrictions and may result in the permanent removal of your channel from YouTube. A full description of how a strike affects your channel is available on the Community Guidelines Strikes Basics page. If you believe that a strike has been issued in error, you may appeal here.

If your channel has been restricted due to a strike, you must not use another channel to circumvent these restrictions. Violation of this prohibition is a material breach of this Agreement and Google reserves the right to terminate your Google account or your access to all or part of the Service.

No Waiver

If you fail to comply with this Agreement and **we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).**

The Petitioner is admittedly well aware of the aforesaid Terms and the consequences of violation, being a user of the YouTube platform.

18. I say that under YouTube's Terms of Service, every user/uploader categorically warrants and represents that he/she owns all rights and has all necessary permissions in the content he/she uploads. The user further categorically represents and warrants that no part of the video being uploaded is illegal or violates third-party rights. The user is also reminded and cautioned to ensure that their content is compliant with the Terms and Policies, prior to every upload as well. It is, therefore, *ex facie* evident that the Answering Respondent makes reasonable efforts to cause the user of its platform not to upload/publish/transmit/share any information that violates the law or policies. It is important to note that even after uploading a video on YouTube, all rights and liabilities in relation to such video remain with its respective uploader, while the Answering Respondent simply provides a platform where such videos can be accessed on an "as is" basis. All users are further well-aware that the Answering



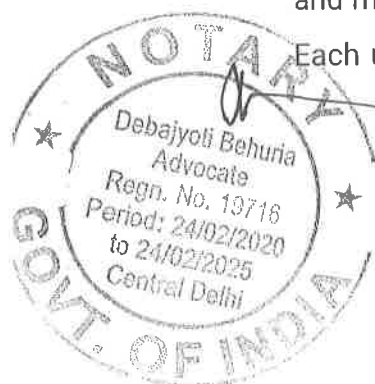
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Respondent is neither involved with nor has created, facilitated or endorsed the impugned material anywhere on YouTube. Also, as mentioned above, the Answering Respondent is not the publisher of the alleged content. Therefore, any allegation regarding any affiliations/leanings of the Answering Respondent are wholly misconceived and liable to be rejected outright.

19. YouTube provides for a robust, easy-to-use complaint mechanism on its website whereby any user having an account with YouTube can report a video for a violation of any policies/rights and such content is accordingly reviewed and in appropriate cases, immediately taken down. YouTube provides viewers with an option to report any video by simply clicking on "Report" or "Flag" option which is provided below every video available on YouTube. By clicking the said "Report" link, a viewer is presented with a list of likely issues he/she may have against the video, out of which the user can simply click and report their specific grievance against the video. This list includes a wide and comprehensive list of issues and gives options such as reporting content as "spam or misleading" or "Hateful or abusive content" etc. and different categories of issues can be reported to the Answering Respondent for consideration by its review teams. In addition to the aforesaid, it is submitted that YouTube has a dedicated team of Reviewers who review flagged content and take action, when appropriate.

The Answering Respondent's Community Guidelines and Circumvention Policy to Tackle Egregious and Deliberate Violations Of The Platform Policies:

20. I say that the YouTube Community Guidelines are a set of Policies created by YouTube in order to ensure that the platform remains a safe and enjoyable space for both content creators and views. The Policies have been developed after careful consideration and apply equally to all users, and include issues such as misinformation, defamation, spam, hate speech, gratuitous violence etc. These Policies are publicly available on the YouTube platform, as indicated hereinabove and must be followed by users, and users contractually agree to follow the same. Each user is duly notified and well-aware of what is the scope of these policies,



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how content can be reported, when it may be taken down, the consequences of any such take down and the remedies available to an uploader to appeal/ seek review of any take down. The Policies are also aligned with Rule 3(1)(b) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 ["IT Rules 2021"] which imposes a primary responsibility on users from uploading content that violates any of the categories of prohibited content enlisted thereunder. Therefore, the Petitioner's allegation that the Answering Respondent's Platform policies are arbitrary or unlawful is wholly fallacious.

21. I say that if any content is removed for violation of Community Guidelines, then the same is acted upon and the creator/Uploader is sent a notice. Pertinent to this present proceeding and the actions taken by the Respondent No. 2 at the relevant time, it is submitted that the first time that a creator violates the Community Guidelines, they receive a warning with no penalty to the channel. After one warning, the Answering Respondent issues a Community Guidelines "strike" to the channel and the account will have temporary restrictions including not being allowed to upload videos, live streams or stories for a one-week period. Channels that receive three strikes within a 90-day period are terminated. At this juncture, it is also pertinent to note that Channels that are dedicated to violating YouTube policies or that have a single case of severe abuse of the platform will bypass the strikes system and be terminated. This includes accounts created or used for the express purpose of bypassing YouTube Strike restrictions, i.e. "circumvention" of restrictions. The strike and circumvention policy is publicly available at the URL <https://support.google.com/youtube/answer/2802032?hl=en> and is also part of the Community Guidelines. In particular, the following excerpt is relevant to the present case:

*If your account has been turned off or restricted from using any YouTube features, **you're prohibited from using another channel to get around these restrictions.** This applies for as long as the restriction remains active on your account. **Violation of this restriction is considered circumvention under our Terms of Service and may result in termination of your account.***



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22. I say that notwithstanding, the aforesaid, all strikes and terminations can be appealed if the creator believes that there was an error, and YouTube teams will re-review the decision. The appeal page provides opportunity for the creator to explain why it believes the content is not violative. The detailed help page guiding the user through the appeals process is available at <https://support.google.com/youtube/answer/185111?hl=en>. Apart from the aforesaid, the YouTube Community and Support Pages are also available to explain help users through the appeals process or any other issues. Thus, it is evident that the Answering Respondent carefully and responsibly provides a platform that caters to both creators/uploaders as well as viewers, whilst being compliant with local laws and regulations. The Answering Respondent's team constantly reviews reported/flagged content as well as appeals filed, and endeavours to act upon all requests reasonably and expeditiously, keeping in mind the Community Guidelines and Policies, to the best of its understanding and capacity. Copy of the aforesaid webpages are annexed herewith as **Annexure-D (Colly)**.

The Answering Respondent's Policies, Actions & Three-Strike Policy Are Well-Compliant with the IT Rules, 2021:

23. It is most humbly submitted that the Answering Respondent is termed as an "intermediary" under the IT Act, and conferred immunity from liability under Section 79 of the IT Act, from third-party data, information or communication link made available or hosted on its platform. Apart from the requirements under Section 79 of the IT Act, the Answering Respondent is also enjoined to follow the IT Rules, 2021. In addition, the Answering Respondent's YouTube platform/product is a "Significant Social Media Intermediary" [SSMI] under Rule 2(1)(v) and required to observe additional due diligence under Rule 4 of the IT Rules, 2021. It is also pertinent to note that the Executive issued FAQs dated 01.11.2021 clarifying the IT Rules, 2021 which further explain how the Rules should be applied. It is respectfully submitted that YouTube platform is compliant with all the applicable provisions of

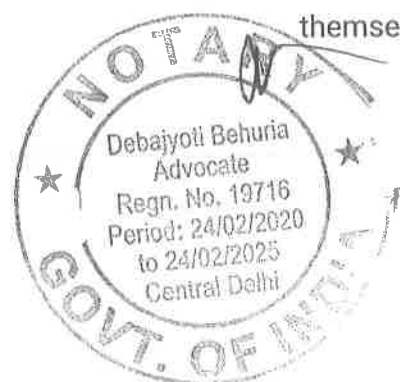


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the IT Rules, 2021. As a matter of fact, the Answering Respondent was one of the first SSMLs to publish compliance reports as required under the IT Rules, 2021.

24. It is submitted that the IT Rules, 2021, specifically Rule 3(1)(a), mandate intermediaries to publish the aforesaid Terms of Service, Privacy Policy and other agreements and forewarn users to refrain from using the platform of the intermediary to upload content that violates the laws of the country. At the outset, the IT Rules, 2021 not only contain obligations and responsibilities of intermediaries but also for the user of the intermediary platforms. Pertinently, Rule 3(1)(b) of the IT Rules, 2021, makes it apparent that the Uploader/User also has a preliminary duty to abide by the applicable laws, adhere to the Terms of Service and agreements and not partake in any act that may be violative of the IT Rules, 2021. All users have a duty to align their content to the 'dos and don'ts' mentioned in Rule 3(1)(b) of the IT Rules, 2021, as well as abide by the Terms of Service and Policies of the Answering Respondent. Additionally, in the context of news publishers, Part III of the IT Rules, 2021 contain specific obligations, including adherence to Norms of Journalistic Conduct etc. Therefore, it is most respectfully submitted that prior to impugning the process of disablement of content, the foremost line of enquiry must be regarding the veracity of the content so uploaded by the Petitioner.

25. I am advised to state that the Petitioner is wholly misconceived in alleging that its Right to Freedom of Speech and Expression under Article 19(1)(a) of the Constitution has been violated. It is well-settled law that the said Right is subject to reasonable restrictions towards the purposes enumerated under Articles 19 (2), in particular speech that undermines public order, such as by sharing of misinformation/false information, hate speech or harassment. It will be explained hereinafter that the Petitioner has engaged in repeated violations of the Policies of the Answering Respondent, necessitating the removal of videos and the Channels themselves.



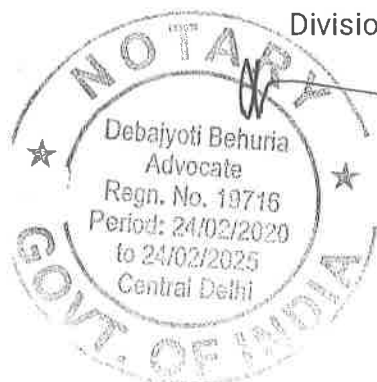
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26. I am advised to say that the IT Rules, 2021 as amended till date, *inter alia* envisage that an intermediary "...shall make reasonable efforts by itself, and to cause the users of its computer resource to not host, display, upload, modify, publish, transmit, store, update or share any information..." which is violative of Rule 3(1)(b) of the IT Rules, 2021. Therefore, the intermediary is well within its right to terminate content/accounts of users that appear to violate the dos and don'ts of Rule 3(1)(b) of the IT Rules, 2021, which are also part of its platform policies. More importantly, Rule 3(1)(c) of the IT Rules, 2021 which enjoins intermediaries such as the Answering Respondent to periodically inform users that in case of non-compliance with rules and regulations, privacy policy or user agreement, the intermediary has the right to terminate or curtail access or usage rights of the users, as well as remove non-compliant information. Rule 3(1)(c) of the IT Rules, 2021 is reproduced hereinbelow for ready reference of this Hon'ble Court:

3(1)(c). An intermediary shall periodically inform its users, **at least once every year**, that in case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of the computer resource of such intermediary, it has the right to terminate the access or usage rights of the users to the computer resource immediately or remove non-compliant information or both, as the case may be.

27. At this juncture, it is pertinent to mention that FAQs dated 01.11.2021 issued by the Government have clarified that the object of the IT Rules, 2021 is to prevent misuse of social media platforms by persons and curbing hateful/harmful content from festering thereupon. Accordingly, the 2nd proviso to Rule 3(1)(d) of the IT Rules, 2021 categorically states that any content voluntarily removed by an intermediary for violation of Rule 3(1)(b) thereof i.e., the prohibitions on content uploaded by users/creators, does not vitiate the immunity conferred under the law under Section 79 of the IT Act. It is therefore evident that the Answering Respondent is well within its rights to terminate access to content/account when found to be violative of policies.

28. It is submitted that the three-strike policy has been judicially noticed by the Hon'ble Division Bench of the Hon'ble Delhi High Court in *Myspace Inc. v. Super Cassettes*



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Ltd. 2016 SCC OnLine Del 6382 as an efficient method to deter unlawful content. The three strikes policy is also an internationally accepted system and has been incorporated in the legislation of multiple countries viz. United States of America, United Kingdom, Taiwan, South Korea, France, New Zealand etc. The said policy is well-compliant with the extant law and a legitimate method of enforcing policies on the Answering Respondent's Platform.

29. I say that apart from Rule 3(1)(b) and Rule 3(1)(c), it is important to highlight that Rule 4(8) of the IT Rules 2021 provides the due process and procedure empowering SSIMs to take down content. Rule 4(8) is reproduced hereinbelow for ready reference of this Hon'ble Court.

(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).*

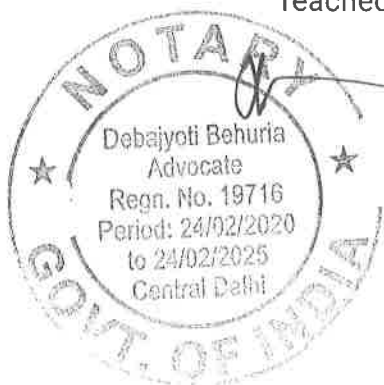
At the outset, a bare perusal of the aforesaid Rule makes it evident that Rule 4(8) envisages a notification while removing/disabling the content and provides a post facto appeal process which has been astutely followed by the Answering Respondent. The same has also been duly clarified by Respondent No. 3 in its FAQs released on Part II of the IT Rules 2021, where the requirement of notification



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under Rule 4(8), has been clearly spelt out in FAQ No. 22 that “*the user may be notified only in a scenario where **the content is removed or disabled** by an SSMI “on its own accord” for violation of terms and conditions of the service.” (Emphasis supplied). The FAQs dated 01.11.2021 affirm that the Rules provide flexibility to intermediaries to decide the best way to give explanations and due processes to the user, and the idea is to promote accountability while giving flexibility. Accordingly, there is no ambiguity in the Rule, which is clear and categorical in terms of the notification by the SSMI and requirement of a *post facto* appeal process. The present Writ ought to be dismissed on this ground alone. Without prejudice, it is submitted that even the FAQs mandate that the user need not be informed in case the content being removed is blatantly illegal or bot activity, etc. As will be seen hereinafter, the Petitioner’s content pertained to Hate Speech and Misinformation which are serious violations of Rule 3(1)(b) and the Community Guidelines. More importantly, the conduct of the Petitioner in circumventing the content take-down and creating a new channel for the sole purpose of re-uploading the blocked content, amounts to wilful and grossly violative acts, leading to the termination of the accounts.*

30. It is submitted that at each take down, the Petitioner was duly notified of the take down, provided the specific policy that was being violated, provided the option of appeal as well as urged to revisit the Community Guidelines to align future content with the policies. This is amply clear from a bare perusal of the documents filed by the Petitioner itself. Additionally, it is submitted that in the facts of the present case, it is not disputed that such an appeal process was provided to the Petitioner. The Answering Respondent reviewed the content on appeal (when the Petitioner appealed) and duly informed the Petitioner of the outcome of the appeal expeditiously. The Answering Respondent has consistently engaged with the Petitioner, notified it of the violations, apprised it of the review process and reached out to the Petitioner constantly regarding its content.



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The Petitioner Has Misled This Hon'ble Court qua its own Mala Fide Conduct in repeatedly violating and Circumventing YouTube Policies, Which Led To The Termination Of The Accounts:

31. I say that contrary to what has been portrayed before this Hon'ble Court, it is the Petitioner that has failed to comply with the IT Rules 2021 and Policies of the Answering Respondent and further attempted to circumvent the processes and consequences of removal of content. It was the Petitioner's conduct of repeated violations that led to the termination of its accounts. A brief timeline of relevant events leading to the termination of the impugned Channels is as under:

Date	Content at Issue	Nature of Violation & Action Taken by YouTube
24.02.2021	Video uploaded on the Channel "String" at the URL www.youtube.com/watch?v=2EBIQ6lc_RE	<ul style="list-style-type: none"> The video was found violating the policy against harassment and cyberbullying. In particular, the content "targeted an individual and expressed a wish for their death or serious injury" which is not allowed. See Annexure P8 @ Page 60 & 61
	<p>titled "Arrest Rathee Zubair Barkha NOW! (Greta Toolkit Exposed)"</p> <p>Annexure P-3</p>	<ul style="list-style-type: none"> The Petitioner was notified of the take-down and also urged to revisit the Community Guidelines and review their content keeping the same in mind. <u>A warning was applied to the Petitioner's channel.</u> The Petitioner was also informed of the consequences of further violations, including strikes and termination. The Petitioner was also provided the option to file review/appeal, which was exercised and after a careful review, the appeal was disallowed in view of the policy violation.



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16.02.2021	<p>Video uploaded on the Channel "String" at the URL www.youtube.com/watch?v=igdte_v6isWs Annexure P-4</p>	<ul style="list-style-type: none"> The video was found violating the policy against hate speech. In particular, the content "promoted or encouraged hatred or violence towards a protected group or an individual based on their membership of a protected group" which is not allowed. The Petitioner has not filed the transcript of this video The Petitioner was notified of the take-down and also urged to revisit the Community Guidelines and review the content keeping the same in mind. A strike was applied to the Petitioner's channel. The Petitioner was also informed of the consequences of further violations, including strikes and termination. The Petitioner was also provided the option to file review/appeal, which was exercised and after a careful review, the appeal was disallowed in view of the policy violation.
09.07.2022	<p>Video uploaded on the Channel "String" at the URL www.youtube.com/watch?v=85qv_Q6NcKZo</p>	<ul style="list-style-type: none"> The video was found violating the policy against violent or graphic content i.e., the video showed "footage filmed by the perpetrator



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	<p>titled "Capital Punishment for ZUBAIR or NUPUR? [Single Handedly Responsible] Court Systems"</p> <p>Annexure P-5</p>	<p>during a deadly or major violent event, in which weapons, violence or injured victims are visible or audible" which is not allowed.</p> <ul style="list-style-type: none"> • The Petitioner was notified of the take-down and also urged to revisit the Community Guidelines and review the content keeping the same in mind. • The Petitioner was also informed of the consequences of further violations, including strikes and termination. • The Petitioner was also provided the option to file review/appeal, which was not exercised.
<p>13.01.2023</p>	<p>Video uploaded on the Channel "String" at the URL www.youtube.com/watch?v=KjenO23nDeU</p> <p>titled "Video: Bill Gates EXPOSED Rockefeller Funds Fertility Vaccine SCAM #BirthControl"</p> <p>Annexure P-9</p>	<ul style="list-style-type: none"> • The video was found violating the policy against medical misinformation i.e., the content "claimed that vaccines will cause harmful health effects" and "injecting a vaccine which kills so many people", which is not allowed. See Annexure P9 @ Pg 71 • The Petitioner was notified of the take-down and also urged to revisit the Community Guidelines and review the content keeping the same in mind. • <u>The channel was then placed on a 1-week upload restriction (until Jan 20, 2023).</u> The Petitioner was also informed of the consequences of further violation, including strikes and termination.



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		<ul style="list-style-type: none"> The Petitioner was also provided the option to file review/appeal, which was exercised by you. Upon review, the YouTube teams upheld the take-down of the Video which was notified to the Petitioner on 19.01.2023.
18.01.2023	<p>Video uploaded on the Channel "String Hindi" at the URL www.youtube.com/watch?v=MX2UVE1IbTQ</p> <p>Circumvention of upload restriction within the restriction period.</p>	<ul style="list-style-type: none"> Despite being aware that during the restriction period, the Petitioner could not upload content onto YouTube, the Petitioner uploaded the Hindi version of the aforesaid video, www.youtube.com/watch?v=KjenO23nDeU onto the Channel "String Hindi". The intentional re-uploading of such content on a different channel amounted to circumvention of the action taken pursuant to a policy violation, which is a material breach, as per the circumvention policy mentioned hereinabove.
20.09.2023	<p>Termination of Channels "String" and "String Hindi"</p>	<ul style="list-style-type: none"> The circumvention was discovered during a Channel Review, on account of yet another possible violation of the Community Guidelines. Upon discovering the violation, the Channels were terminated for violation of the Circumvention Policy. The Petitioner was duly notified of the termination and also provided the option of appealing the said decision. The Petitioner filed an appeal against the termination of the



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		<p>Channel "String Hindi" on 20th Sept 2023. The appeal was duly reviewed and the action upheld. The said decision was communicated to the Petitioner on October 2, 2023</p> <ul style="list-style-type: none"> The Petitioner also filed three appeals against the termination of the Channel "String" from 20th – 23rd Sept 2023. The appeals were duly reviewed, and the action upheld and the said decision was communicated to the Petitioner on October 2, 2023
23.09.2023	Annexure P11	<ul style="list-style-type: none"> Petitioner and its counsel issued Letters to the Answering Respondent seeking review of the action taken thus far.
& 28.09.2023	Annexure P13	<ul style="list-style-type: none"> The Answering Respondent duly replied to the Petitioner vide Reply dated 17.11.2023

32. I say that it is evident from the aforementioned table that the Answering Respondent has acted in compliance with its policies and Rule 4(8) and that the Channels have been taken down on account of violations of the guidelines and policies. It is submitted that it is abundantly clear that the Channels were terminated with adequate notice and by following the specified process. In fact, the Petitioner has filed yet another appeal against the termination of its Channel "String" which is being reviewed.

33. I say that the the Petitioner operates 8 (eight) other channels which in itself is against the circumvention policy.

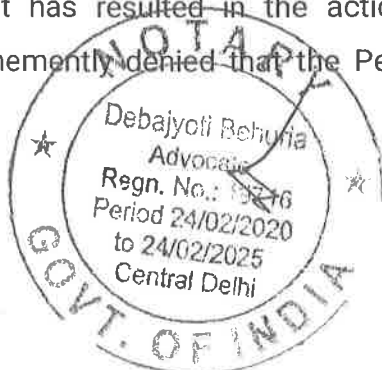


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34. I am advised to say that based on the facts and circumstances mentioned hereinabove, the present Petition ought to be dismissed with heavy costs on the Petitioner. The Answering Respondent craves leave to refer and rely on judgments and documents at the stage of arguments.

PARA-WISE REPLY TO THE AFFIDAVIT:

1-3. I say that the contents of paragraph nos. 1 to 3 of the Affidavit are incorrect and denied. The contents of the paragraphs insofar as are matters of record merit no response. It is incorrect to suggest that the Petitioner can invoke the Writ jurisdiction of this Hon'ble Court, as alleged or at all. It is submitted that the present Writ is not maintainable and ought to be dismissed *in limine*, for the reasons mentioned hereinabove. It is further specifically denied that Petitioner by way of the present writ can seek revocation of termination of his user accounts, as alleged or at all. It is submitted that the said termination has been rightly given effect to, in line with the IT Rules, 2021 and policies. Further, a reading of Rules 3(1)(c) and 3(1)(d) itself evinces that intermediaries like the Answering Respondent have the right to remove or disable access to content that is in violation of Rule 3(1)(b). The present petition ought to be dismissed on this ground alone. It is strongly denied that the Answering Respondent has infringed any fundamental right of the Petitioner. It is wholly incorrect to suggest denied that the Petitioner has a responsibility under Article 51A of the Fundamental Duties to file the present petition. It is vehemently denied that the Petitioner uses YouTube as a medium of communication to dispel false news and misinformation. To the contrary, the Petitioner has engaged in spreading content in violation of the platform policies, that has resulted in the actions taken by the Answering Respondent. It is vehemently denied that the Petitioner has abided by the Rules and guidelines



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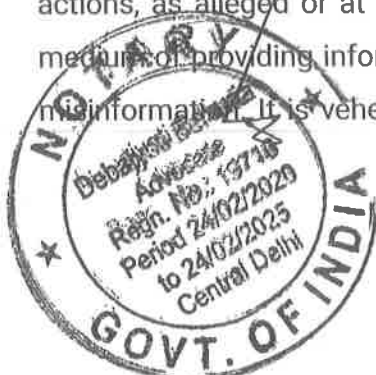
prescribed by YouTube. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.

PARA-WISE REPLY TO THE ARRAY OF PARTIES:

1-9 I say that the content of paragraph nos. 1-9 are incorrect and denied. The contents of the paragraphs insofar as are matters of record merit no response. The contents of the paragraphs as pertain to the Petitioner's *modus operandi*, veracity and legitimacy of its news reporting operations, any following on any other social media platform, other Respondents, alleged objectives and focus, are outside the personal knowledge of the Answering Respondent, and in any event, denied. It is denied that the Petitioner has filed the present writ on its own or that the Petitioner does not have any *mala fide* intention or oblique reason, as alleged or at all. It is denied for want of knowledge that the Petitioner has not filed any other litigation in respect of the current *lis*. It is incorrect to suggest that the Petitioner can invoke the writ jurisdiction of this Hon'ble Court, as alleged or at all. It is submitted that the present writ is not maintainable and ought to be dismissed *in limine*, for the reasons mentioned hereinabove. It is also clarified that Respondent No. 1 has no role to play in the operations and administration of YouTube and respectfully, ought to be deleted from the array of parties. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.

PARA-WISE REPLY TO THE FACTS:

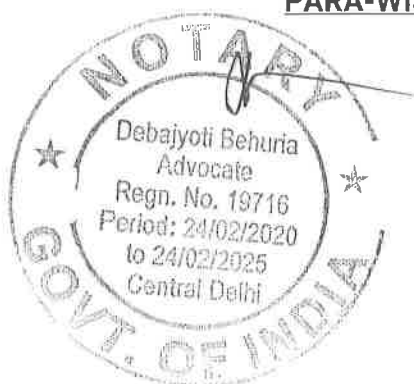
1-17J I say that the content of paragraph nos. 1-17J are denied and misleading. The contents of the paragraphs insofar as are matters of record merit no response. It is denied the YouTube channels of the Petitioner were arbitrarily terminated by the Answering Respondent or that the Answering Respondent conducted any unlawful actions, as alleged or at all. It is denied that the Petitioner uses YouTube as a medium of providing information and expressing opinions with an intent to quell information. It is vehemently denied that the Answering Respondent did not



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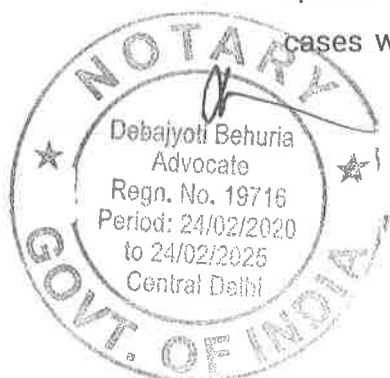
provide any warning or notification to the Petitioner before terminating the channels. Admittedly, the Petitioner uploaded the same content on its other Channel, thus triggering the circumvention policy. The present Petition ought to be dismissed on this admission alone. The Petitioner is clearly trying to redirect focus from his own *mala fide* conduct and falsely hold the Answering Respondent liable. It is denied that the Answering Respondent failed in its duty to send notification to its subscribers about the guidelines to be abided by. It must be clarified that the obligation to send notification about the Terms and Policies is "at least once a year" and there is no obligation to send any monthly notification. Notwithstanding and without prejudice, the Terms and Policies are notified to every use, at each time of upload and are also publicly available. It is expected that the Petitioner would have perused and adhered to the same, and cannot feign ignorance as a ground. It is incorrect to suggest that the Petitioner did not violate the IT Rules 2021. The Petitioner's content pertained to Hate Speech and Misinformation which are serious violations of Rule 3(1)(b) and the Community Guidelines. More importantly, the conduct of the Petitioner in circumventing the content take-down and creating two new channels for the sole purpose of re-uploading the blocked content, amounts to wilful and grossly violative acts, leading to the termination of the accounts. As reiterated above, the Answering Respondent has consistently engaged with the Petitioner, notified him of the violations, apprised him of the review process and reached out to the Petitioner constantly regarding his content. The Petitioner is deliberately trying to conceal information, mislead the Court and present a false narrative of the Answering Respondent not following protocol. I say that the issues framed in paragraph nos. 17A to 17J are denied, misconceived and legally misplaced. Notwithstanding and without prejudice, a perusal of the same evinces that the present petition is not maintainable. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.

PARA-WISE REPLY TO GROUNDS:



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i-iv I say that the Grounds in paragraph nos. i-iv are denied, misleading and legally misplaced. The contents of the paragraphs insofar as are matters of record merit no response. It is denied that the Petitioner is a company having a huge following on social media due to their commentaries and reporting on various social, cultural, political, religious and ideological issues. It is denied that the video titled 'Capital Punishment for Zubair or Nupur? Single Handedly responsible Court systems' was basic information or opinion express by the Petitioner. It is denied that the video titled "Bill Gates EXPOSED | Rockefeller Funds Fertility Vaccine SCAM | #BirthControl" reiterated historical facts and expressed opinion relying on secondary data. The Petitioner is digressing from the fact that it uploaded videos which were promoting hate speech, spreading misinformation and violating the Answering Respondent's policy of cyberbullying and harassment. It is denied that social media platforms have streamed derogatory and negative content disturbing the harmony amongst the people. Notwithstanding, any such acts by third parties does not give the Petitioner leave or liberty to violate the platform Policies and Rules. It is denied that the Petitioner is in the business of speaking the truth which is backed by critical facts, solid evidence, meritorious theologies, articulations, observations, witnesses and research and analysis. It is denied in totality that the Answering Respondent has abused any liberty granted, as alleged or at all. It is denied that the Answering Respondent's platform is any hub of anti-freedom of speech and expression. It is denied that the Answering Respondent takes different stands in different nations or is undermining the rights of the people of India. It is strongly denied that no information was provided by the Answering Respondent or that the take down of the Petitioner's YouTube channels did not require prompt action. Such claims are wholly misleading and undermine the gravity of the Petitioner's actions and conduct. It is denied that the Petitioner transcends information in a simplified way quoting facts researched by the Petitioner which invites citizens to participate in the society. It is denied that restricting freedom of speech can be done only in cases where the security of the state is at risk or in cases where diplomatic ties may be affected. The contents of the paragraphs



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insofar as are excerpts of Judicial precedents or academic discourse merit no response. However, it is clarified that reliance placed thereon is entirely misconstrued, misconceived and inapplicable to the facts of the present case. The exercise of the Freedom of Speech is not absolute and is answerable to the legal regime enacted with reference to the provision of Article 19(2). The Fundamental Right to freedom of speech is subject to reasonable restrictions towards the purposes enumerated under Articles 19 (2), in particular speech that undermines public order, such as by sharing of misinformation/false information, hate speech or harassment. A perusal of the judgements cited by the Petitioner itself clearly shows the due emphasis laid on the limitations imposed during exercising one's Right of Speech. In any event, the Answering Respondent is not the State, such that Article 19 can be pressed into service. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.

20-26 I say that the contents of paragraph nos. 20-26 are misconceived and denied. It is abundantly clear that the present petition is solely a private commercial dispute, masquerading as a writ petition and ought to be dismissed forthright. It is denied that the present petition is amenable to the jurisdiction of the Hon'ble Court or that the Petitioner does not have any alternative remedy available. The contents of the prayer clause are meritless and denied. It is reiterated that the present writ petition is not maintainable in law and in facts. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.

~~36-35~~ I say that the present reply may also be read as a reply to the application for interim relief filed by the Petitioner. The said application is wholly misconceived and misplaced. The Petitioner is not entitled to any relief, much less interim relief. I refer and rely upon the contents of the foregoing paragraphs, which are not being repeated herein for the sake of brevity.



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It is therefore most humbly prayed that this Hon'ble Court be pleased to dismiss the present petition with costs in favour of the Respondent No. 2 and against the Petitioner, and pass any other order(s) as this Hon'ble Court may deem fit in the facts and circumstances of the present case.

Sworn and signed before me on this the 9th Day of July 2024 at New Delhi

Y.R. Grover
DEPONENT

SOLEMNLY SWORN BEFORE ME

NOTARY

VERIFICATION

I, Yashwant Rai Grover, S/o, Constituted Attorney of Respondent No. 2, namely Google LLC, do hereby declare that the contents of my above affidavit are true to my knowledge based on the records of the Respondent No. 2 and on legal advice and information received and believed to be true.

11 2 JUL 2024

Hence, verified at New Delhi on this day of , 2024

Counsel for Respondent No. 2

Y.R. Grover
D/16668/2023
I identified the deponent who has signed in my presence.



CERTIFIED THAT THE DEPONENT
Sri/Smt./Km..... *Yashwant Rai Grover*
S/o, W/o, D/o..... *Yashwant Rai Grover*
No.....
Identified by Shri/Smt..... *Rahul Chaudhary*
has Solemnly affirmed before me at
New Delhi on..... *11 2 JUL 2024* Sl. No.....
That the Contents of the affidavit which have
been read & explained to him are true and
Correct to this knowledge.

Y.R. Grover
DEPONENT
Yashwant Rai Grover
Rahul Chaudhary



Notary Public

ATTESTED
DEBAJYOTI BEHURIA
NOTARY
GOVT. OF INDIA
CENTRAL DELHI
Regn No. 19716