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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 252/2022 & I.A. 6080/2022, I.A. 13383/2022, I.A. 13384/2022

JUST DIAL LIMITED Plaintiff
Through: Mr. Rajshekhar Rao, Sr. Adv.
with Mr. Aditya Gupta and Mr. Siddharth
Varshney, Advs.

versus

M/S LOCAL SEARCH SOLUTIONS PRIVATE LIMITED &
ORS. Defendants
Through: Mr. Ajay Brahme Adv. for D-1
with Ms. Natallia Chernova, COO of D-1
(*present virtually*)
Mr. Dyuti Ghai, Adv. for D-2
Mr. Anil Mittal, Adv. with Mr. Shubham
Kumar and Mr. Shaurya Mittal, Advs. for
Noida Police/State of UP

CORAM:
HON'BLE MR. JUSTICE C.HARI SHANKAR

J U D G M E N T (O R A L)

% **31.01.2023**

1. The grievances of the plaintiff, in the present case, were that the compilations and databases of the plaintiff's were unauthorisedly reflected on the websites and databases of Defendants 1 and 2 and that Defendants 1 and 2 were using the trade mark 'Jd', 'justdial', and/or 'jdmagicbox' which were actually belonging to the plaintiff.

2. The defendants had, at the very inception, come forward and stated that they were willing to remove, from their website and databases, all the compilations and databases of the plaintiff. Accordingly, this Court had appointed a learned Mediator to oversee

the exercise of removal.

3. Under the aegis of the learned Mediator, the compilations and databases of the plaintiff now have been completely deleted from the websites of the defendants. The defendants have also furnished the following undertaking, dated 27th January 2023:

“UNDERTAKING ON BEHALF OF THE DEFENDANTS BY MS. NATALIA CHERNOVA, AGED 29 YEARS, RESIDENT OF THE RUSSIAN FEDERATION, COO OF LOCAL SEARCH SOLUTIONS PRIVATE LIMITED (DEFENDANT NO. 1)

1. I say that I am Chief Operating Officer of the company Local Search Solutions Private Limited having its registered office at Plot No.55, Shop No.57, CITI Tower, Sector 15, Ground Floor, CBD Belapur Mumbai, Maharashtra, India and the authorized representative of the Company.

2. I state on oath and represent under the penalty of perjury in the event of breach of this undertaking, that by the date of this document and to the best of my knowledge the following information is true and correct:

a. Defendant No. 1, its associates, affiliates, subsidiaries, employees, officials, directors, legal representative and any business or legal entity and its heirs, predecessors, successors, contractors, consultants, or assigns (referred to as "Defendant No. 1" collectively), has deleted from all of its websites, servers(whether production, development, back up servers, virtual servers, clouds or any other servers) and storage devices or in any other form whatsoever, all the data in all formats (print or electronic) which was unauthorizedly obtained by Defendant No. 1 from the Plaintiff's website, including but not limited to all computer databases, contents, products' images, products' image names and patterns, products IDs, vendor information, business details, specifications, descriptions, product catalogues, or any other proprietary compilations of databases of Plaintiff and its trade name, trademarks, domain name, keywords, metatags, virtual numbers, CDN (content delivery network) paths and reviews (collectively referred to as the "Plaintiff's database and intellectual property").

b. No part of the Plaintiff's database is now available on any of Defendant No. 1's servers and/ or storage devices as mentioned hereinabove.

c. Defendant No. 1 has not copied or made any "mirror image" of the Plaintiff's database including but not limited to with source codes, logs records, cache files, browsing

history, including all mislabelled, hidden and deleted directories, files/images/data, logs records, cache files, browsing history, source codes of data, that are stored/hosted/published on its websites, servers or CDN path or any other associates websites, servers & CDN Paths.

d. Defendant No. 1 shall not use the Plaintiff's database and intellectual property and their business listings, in any manner whatsoever by any means, i.e., including but not limited to by tagging, hyper-link, deep-link, as part of their source code, meta tags, and any other sort of internet-based linking.

e. Defendant No. 1 duly informed the Plaintiff's representatives of all servers and storage devices in which Defendant No. 1 stores data, whether permanently or temporarily. Defendant No. 1 has represented that all the data is stored in servers in Germany. There is no server or storage device on which Defendant No. 1 stores data, whether permanently or temporarily, other than those to which the Plaintiff was provided access and on which the Plaintiff searched for its data during the mediation process conducted as per the orders dated November 1, 2022, November 30, 2022 and December 12, 2022 passed by the Hon'ble Court. Defendant No. 1 has undertaken that ad interim order dated 22.04.2022 passed by the Hon'ble Delhi High Court has been complied by Defendant No.1.

3. Notwithstanding the above, Defendant No.1 states that an unrelated third party may, on its own, upload its information on the website of Defendant No. 1 and the information specified in Paragraph 2 may, on that account, be located on the nicelocal.in website without any act of Defendant No. 1. In such circumstances the Plaintiff may send a written request to legal@nicelocal.in for deletion of such information. This procedure shall not be deemed to consider as a violation of the representations set in paragraph 2 herein, provided that Defendant No. 1 is able to demonstrate from its logs that the information was uploaded by an unrelated third party without any act of Defendant No.1. In light of the above terms of the Undertaking and in consideration of the representations and Undertaking given by the Defendant No. 1 to the Plaintiff, upon execution of this Undertaking, the Hon'ble Delhi High Court may be pleased to decree the suit in terms of the present Undertaking and in terms of Prayer Clause 56 (a) to 56 (g) of the suit. Since, according to Defendant No. 1, third parties may post information on the Defendant No.1's website which may infringe the Plaintiff's intellectual property rights, Defendant No. 1 agrees to implement the tools or algorithms as per industry standards which automatically track and block the misuse the titles, descriptions, urls or other types of textual information containing plaintiff's trademark "JD, Just Dial, Just Dial Limited, jdmagicbox,

JD.com, Justdial.com, jd mart, jdomni on Defendant No.1's website(s).

4. I state that Defendant No. 1 shall be liable for a sum of INR 2 crores in the event that any of the undertakings in paragraph 2 are found to be false or inaccurate.

5. I further state that the contents of paragraphs 1 to 4 of my above undertaking are true to my knowledge and nothing material or relevant has been concealed therefrom.

Sd/-
Natalia Chernova
Date: 27.01.2023"

4. Mr. Rajshekhar Rao, learned Senior Counsel for the plaintiff, submits, on instructions, that his client is satisfied with the aforesaid undertaking furnished by the defendants provided the defendants remain bound by the undertaking under pain of penal action in the event of its violation or infraction.

5. Defendant 1 is represented by Mr. Ajay Brahme and Defendant 2 is represented by Ms. Dyuti Ghai.

6. The aforesaid undertaking is taken on record and shall bind the defendants.

7. Ms. Dyuti Ghai, learned Counsel appearing for Defendant 2, submits that Defendant 2 has resigned from the services of Defendant 1 much prior to commission of the alleged acts.

8. The submission is noted.

9. The Defendant 1 is directed to file duly notarised and apostled version of the aforesaid undertaking within four weeks from today.

However, Mr. Rao insists on imposing of costs on Defendant 1.

10. Given the nature of the dispute and the fact that all the data of the plaintiff stands removed from the Defendant 1's website, I am not inclined to award any costs.

11. Accordingly, nothing survives for adjudication in the present suit, which, accordingly, stands decreed in terms of the prayer 56(a) to (g) in the plaint, as is envisaged by the aforesaid undertaking.

12. Let a decree sheet be drawn up by the Registry.

13. In view of the aforesaid, the direction for blocking of the domain name www.nicelocal.in stands vacated.

14. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

C. HARI SHANKAR, J.

JANUARY 31, 2023

dsn