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

CNR No. DLHC010118832019

+ **CS(COMM) 99/2019 & I.As. 2780/2019, 11921/2019**

JAYPEE BROTHERS MEDICAL PUBLISHERS PVT. LTD.

....Plaintiff

Through: Ms. Jyoti Taneja, Advocate.

versus

THE NEW CENTRAL BOOK AGENCY PVT. LTD. & ORS.

.....Defendants

Through: Mr. Manish Paliwal, Advocate for
D1.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

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18.08.2026

1. This suit is filed on behalf of the Plaintiff *inter alia* seeking a decree of permanent injunction restraining Defendant No.1 and all others acting on its behalf from reproducing, publishing, printing, distributing, offering for sale, advertising and selling the infringing books/publications titled *D.C. Dutta's Text Book of Obstetrics, 7th edition* and *D.C. Dutta's Test Book of Gynecology, 6th edition* on the ground that the books contained unauthorized reproduction of content, amounting to infringement of Plaintiff's copyright.
2. Ms. Jyoti Taneja, learned counsel appearing on behalf of the Plaintiff at the outset submits that Plaintiff does not wish to press the reliefs claimed against Defendants No. 2 and 3. She further submits that insofar as Defendant No. 1 is concerned, Plaintiff and the said Defendant have



amicably resolved their disputes and the suit be decreed in terms of the settlement. Learned counsels jointly hand over the terms of settlement, which are as follows:-

“2. With a view to amicably resolve the issues in concern under the current dispute, Parties in good faith agree as follows:

(i) The Second Party hereby irrevocably, unconditionally and perpetually undertakes that it has completely ceased and shall never hereafter, whether directly or indirectly, permit the publication, printing, reproduction, adaptation, translation, marketing, circulation, distribution, licensing, sale, offer for sale, advertisement, display, upload, hosting, or making available in any manner of any edition of the book whatsoever whether in physical, digital, electronic, online, offline, hybrid or any other form-the books titled D.C. Dutta's Text Book of Obstetrics (7th Edition) and D.C. Dutta's Text Book of Gynaecology (6th Edition) or any publication or edition of the First Party's subject works or any extracts thereof or from any other publication of the First Party.

(ii) The Second Party represents and warrants that it holds no existing stock, copies, plates, soft files, scans, PDFs, negatives, moulds, or printing material relating to the D.C. Dutta's Text Book of Obstetrics (7th Edition) and D.C. Dutta's Text Book of Gynaecology (6th Edition) and that no such material is held by any printer, distributor, warehouse, agent, franchisee, affiliate, associate, or third party acting for or on its behalf. The Second Party also undertakes that it will not procure or cause to be procured any copies of any edition of any book which contains an unauthorized reproduction of content, text, diagrams, tables, etc. from the Plaintiff's subject works or any extracts thereof or from any other publication of the Plaintiff in the future.

(iii) The Second Party shall, within 7 days of execution of this Agreement, file a sworn affidavit before the Hon'ble Court affirming the above, which affidavit shall form an integral and enforceable part of the decree.”

It is expressly agreed that this settlement is entered into solely on the strength of the undertakings given by the Second Party.

13. In the event of any breach, recurrence, facilitation, or attempted violation, whether direct or indirect:

(i) The First Party shall be automatically entitled to recover liquidated damages of ₹2,00,00,000/- (Rupees Two Crores only), without proof of actual loss, the same being a genuine pre-estimate of damages; and



(ii) Such damages shall be without prejudice to the First Party's right to seek contempt, permanent injunction, rendition of accounts, seizure, recall, criminal action, and all other remedies available in law.

4. The Second Party unequivocally consents to a decree being passed in terms of this Settlement Agreement. It will not object or challenge the passing of such decree and undertakes that if it does not follow the terms of this settlement agreement, the decree can be used by the First Party to take legal action and ensure compliance. This consent is given solely to conclude the present dispute and shall not be treated as an admission of liability or wrongdoing by the Second Party.

5. Upon the recording of this Agreement by the Hon'ble Court and the passing of the decree in terms hereof, the Suit shall stand fully and finally settled and disposed of, and neither Party shall have any further claim, demand, or cause of action against the other in relation to the Subject works of the Suit. The settlement has been arrived at voluntarily, without coercion, undue influence, or misrepresentation, and both Parties confirm that they have had the benefit of legal advice prior to executing this Agreement.

6. This Agreement shall be binding upon the Parties and their respective heirs, successors, legal representatives, and assigns, and shall be governed by and construed in accordance with the laws of India.

7. The First Party undertakes to file an appropriate application before the Hon'ble Court under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (as applicable to commercial disputes), for recording of this settlement and for disposal of CS (COMM) 99 of 2019 in terms hereof.

8. The Second Party shall cooperate in the filing of such joint application, affidavit, or undertaking as may be required for effective disposal of the proceedings.

9. Both parties agree to amicably resolve the present dispute and, in the spirit of settlement the parties mutually withdraw all claims against each other. The parties further agree not to pursue any future legal proceedings on the same subject matter, ensuring a full and final resolution of all issues arising out of the present dispute.

10. The Parties agree that the terms of this settlement are confidential and shall not be disclosed to any third party, except as may be required under law or by any court/authority.

11. Any disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the Delhi High Court."

3. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, the suit is decreed in favour of the Plaintiff and against



Defendant No.1 in terms of the settlement between the parties and needless to state that the terms shall bind the parties.

4. Registry is directed to draw up the decree sheet.
5. Suit along with pending applications stands disposed of.
6. Plaintiff is held entitled to refund of entire court fees in accordance with Court Fees Act, 1870

JYOTI SINGH, J

AUGUST 18, 2026/YA