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

+ **CS(COMM) 750/2017**

SAP SE

..... Plaintiff

Through Mr.Ranjan Narula, Adv.

versus

MR. THANUSH KODI & ORS

..... Defendants

**Through Mr.Vijayender Kumar and
Mr.Maharshi Kaler, Adv.**

CORAM:

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

% 14.12.2018

1. This suit has been filed seeking a decree of permanent injunction to restrain defendants No. 1 to 3 from unauthorizedly reproducing/installing, providing training or offering access to plaintiff's software programs through servers or any other cloud based platform. Other connected reliefs are also sought.

2. The case of the plaintiff is that due to customization of the plaintiff's software products or SAP software products, the plaintiff has purpose-specific version for its software license agreements. The license given by the plaintiff for a particular purpose cannot be used for any other purpose. For training purposes, the plaintiff enters into an education/training license agreement with the licensee. The software titles of the plaintiff require specially trained software professionals to load, execute, access, employ, utilize, etc. such software products. It is also pleaded that plaintiff No. 1 is the sole and whole owner of the copyright in the software programs

developed and marketed by it including SAP HANA, SAP ERP 6.0, SAP Security and SAP GRC.

3. It is further pleaded that defendants No. 1 to 3 have been found infringing the statutory and common law right of the plaintiff by carrying out illegal activities of copying and distributing pirated software online through remote server access. The plaintiff first became aware of the illegal activities of the defendants in the month of September, 2017.

4. All the defendants have been served. Only defendant No.1 has filed written statement. A perusal of the written statement would show that it is vague and evasive as far as the allegations that are being made against defendant No.1.

5. However, the learned counsel appearing for defendant No.1 submits that they are ready to undertake to the court that they will not unauthorisedly use the software products of the plaintiff in future whatsoever.

6. The said defendant No.1 shall remain bound by the above said undertaking.

7. As far as defendant Nos.2 and 3 are concerned, despite service neither they have entered appearance nor have they filed their written statement.

8. Keeping in view the nature of the claim made in the plaint and in view of the judgment of this court in ***Satya Infrastructure Ltd. & Ors vs Satya Infra & Estates Pvt. Ltd., 2013 SCCOnLine Del. 508***, there is no need for the plaintiff to file their evidence.

9. Accordingly a decree is passed in favour of the plaintiff and against the defendants in terms of prayer para 38(a), (b), (c) and (d) of the plaint.

10. A decree of damages is also passed in favour of the plaintiff and against defendant No. 1 for a sum of Rs.1.5 lakhs. A decree is also passed in

favour of the plaintiff and against defendants No.2 and 3 for a sum of Rs.5 lakhs each. The plaintiff shall also be entitled to costs.

11. The suit stands disposed of. All pending applications, if any, also stand disposed of.

JAYANT NATH, J.

DECEMBER 14, 2018/v