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

+ CS(COMM) 332/2021, I.A. 8737/2021, I.A. 11442/2021, I.A. 12201/2021, I.A. 2126/2022, I.A. 17561/2022, I.A. 17562/2022, I.A. 18911/2022, I.A. 18912/2022 & I.A. 13151/2023

KIPS LEARNING PRIVATE LIMITED

..... Plaintiff

Through: Mr. Rahul Beruar, Mrs. Nidhi Jain,
Ms. Jyotsana Sinha, Mr. Deepesh
Bhardwaj, Ms. Manini Sidhu and Ms.
Akanksha Satpathy, Advocates.

versus

ABHAY DOGRA & ANR.

..... Defendants

Through: Mr. Himanshu Suman and Mr.
Sudhanshu Suman, Advocates for D-
1.
Mr. Amarjit Singh Bedi, Ms. Riya,
Seth and Mr. Varun Chandiok,
Advocates for D-2.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

08.05.2024

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1. The matter was listed for hearing in I.A. 13151/2023, moved on behalf of defendant no.2 under Order XIII-A of Civil Code of Procedure, 1908 (“**CPC**”) seeking summary judgment against plaintiff.
2. Counsels have been heard and it transpired that the suit was filed in the following context.
3. Plaintiff is an Indian company with its office at Kolkata, West Bengal and is in the business of Computer Education Publishing since 1995.



Grievance was against defendant no.2 for publishing a series of books titled 'IT KODE' which comprise 06 books for Classes III to VIII and that defendant no.2 had used substantial extracts of plaintiff's publications, for the said books.

4. It is noted that this Court had directed plaintiff to place on record portions of the book of defendant no.2 which infringed the copyright of plaintiff on 06th August, 2021 and 11th November, 2021; however, plaintiff's counsel stated that it was not possible for them to extract each and every aspect of the book, which according to them have been copied by defendant no.2. However, counsel for defendant no.2 states that without the said detail they could not have responded to the allegations.

5. However, without prejudice to their contention that they have not copied the same, they removed the following sentences from certain volumes as detailed under:

- "a. IT Kode- Book 6- Page 103; (9 Sentences);*
- b. IT Kode- Book 6- Page 104; (9 Sentences);*
- c. IT Kode- Book 6- Page 105- 106; (8 Sentences in Page No. 105 and working process of tools also been rephrased in page no. 106);*
- d. IT Kode- Book 6- Page 108; (3 Sentences and a somewhat similar image);*
- e. IT Kode- Book 6- Page 109; (6 Sentences);*
- f. IT Kode- Book 6- Page 110 and 111; (Rephrased two paras);*
- g. IT Kode- Book 8- Page 10; (3 Sentences of WAN topic);*
- h. IT Kode- Book 7 (replacing the alleged screenshots);*
- i. IT Kode- Book 4 & 7 (alleged Topics, Big Data, Block Chain, NLP);*
- j. IT Kode- Book 8- Page 12; (3 Sentences of Ring Topology)"*

6. Counsel for defendant no.2, states on instructions, that there is



absolutely no copyright infringement and they own the copyright in their own publications. He further states on instructions, that they do not infringe copyright of plaintiff's publications and their works are original in their own right.

7. Counsel for plaintiff acknowledges that these deletions did take place and they have no objection to the replaced publications. Based on the statement of counsel for defendant no. 2, counsel for plaintiff seeks no further relief.

8. Taking on record the undertaking/statements by both parties, the suit is accordingly, disposed of. All pending applications, if any, are rendered infructuous.

9. Since the matter has been settled basis the statements made by counsel on instructions, it is agreed by counsels that the terms of the settlement be kept confidential by the parties.

10. In view of settlement between the parties, 50% of Court fees be refunded to counsel for plaintiff as per Section 16A of Court Fees Act, 1870.

11. Order be uploaded on the website of this Court.

ANISH DAYAL, J

MAY 8, 2024/MR/na