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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CS(COMM) 370/2017 & I.A. 7519/2018, I.A. 17580/2019, O.A.
151/2019, O.A. 9/2020

BENNETT COLEMAN & COMPANY LIMITEDPlaintiff

Through: Mr. Ashish Verma, Mr. Kartikay
Bhargava and Mr. Saksham Thareja,
Advocates

versus

ARG OUTLIER MEDIA ASIANET NEWS PRIVATE LTD& ORS.

.....Defendant

Through: Ms. Malvika Trivedi Sr. Advocate
with Mr. Gaurav Dudeja, Ms. Bani
Dikshit, Mr. Rahul Tyagi, Mr.
Dhruval Singh, Mr. Uddhav Khanna,
Mr. Shailendra Slaria and Ms. Sujal
Gupta, Advocates

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
05.11.2024

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1. The present suit has been filed with the following prayers:

“a. Pass a decree of permanent injunction in favour of the Plaintiff and against the Defendants, its employees, assigns, nominees etc. restraining the Defendants, its employees, assigns, nominees, etc. all other persons acting on its behalf from using or causing to use intellectual properties of the Plaintiff, disclosing/using the confidential, information of the Plaintiff and broadcasting or causing to broadcast such intellectual properties, confidential information and/or



confidential/secret audio and video recordings pertaining to the Plaintiff, its management, senior officers, Directors, and/or other employees;

b. Pass a decree of mandatory injunction in favour of the Plaintiff and / against the Defendants, its employees, assigns, nominees, etc. directing the Defendants, its employees, assigns, nominees, etc. All other persons acting on its behalf to handover intellectual properties of the Plaintiff, the confidential information of the Plaintiff, confidential/secret audio and video recordings pertaining to the Plaintiff, its management, senior officers. Directors, and/or other employees in possession of the Defendants;

c. Costs of the present proceedings be awarded to the Plaintiff; and

d. Any further or other order(s) in favor of the Plaintiff and against the Defendant as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. This Court on 18.05.2017, while issuing notice in the interim injunction application, had passed the following Order:

“I.A. 6166/2017

Keeping in view the averments in the application, the plaintiff is permitted to deposit the court fees by 23rd May, 2017.

Accordingly, the application stands disposed of.

I.A. 6165/2017

Keeping in view the averments in the application, plaintiff is exempted from filing the



original/dim/illegible/unclear copies of the documents at this stage.

Needless to say, this order is without prejudice to the rights and contentions of the parties.

Accordingly, present application stands disposed of.

CS(COMM) 370/2017

Let the plaint be registered as suit.

Issue summons in the suit to the defendants by all modes including dasti, returnable for 26th May, 2017 before Court.

I.A. 6164/2017

In the plaint it is stated that plaintiff is a proprietor of several print publications such as Times of India, Economics Times, Nav Bharat Times and also owns and operates an English news channel TIMES NOW. It is further stated that one of the most popular programmes aired on TIMES NOW channel is THE NEWS HOUR, which is a prime time live debate show on leading topics and stories touching current national and international issues.

It is the plaintiff's case that they are the owners of the intellectual property rights as well as concept and design of the programme THE NEWS HOUR. It is also the plaintiff's case that defendant nos. 2 and 3, the ex-employees of the plaintiff company, have worked with the programme THE NEWS HOUR on TIMES NOW Channel. It is averred in the plaint that defendant nos. 2 and 3 had signed and subscribed to an employment contract with the plaintiff wherein one



of the conditions in the contract was the maintenance of confidentiality of employment activities, trade secrets, company information as well as an acknowledgement admitting to the intellectual property rights held, possessed and controlled by the plaintiff of all work in any form whatsoever, manual, digital etc. done and developed by them in course of their employment.

Clauses 4 and 8 of the employment agreement of defendant no. 2 are reproduced hereinbelow:-

“4. That all intellectual property rights relating to the work done or created by you including all literary, dramatic or artistic work done in the course of your contract with the company solely and exclusively to the company in perpetuity and the company shall have the sole and exclusive right to utilize any such material including text, photographs, illustrations, graphics, film, articles, stories, features, cartoons, books, audio, video, logos, brand names, other items, etc. created, written, made by you. The right in these works that are created, written or made shall continue to vest with the company even after the termination/discontinuation of the contract period.

xxxx xxxx xxxx xxxx

8. You shall not divulge any secrets connected with the trade, business, process or interests of the Company or part with any information to the detriment of the Company's interests, nor shall you make any statement to the press/media on any of the issues on behalf of the company or otherwise.”



It is stated in the plaint that the defendant no. 2 gave his resignation from the plaintiff company on 1st November, 2016 and his last working day was 18th November, 2016. Defendant no. 3 resigned on 8th December, 2016 and her last working day was 7th February, 2017.

It is the plaintiff's case that defendants on 6th May, 2017 launched a news channel by the name Republic TV and defendant no. 2 is the Managing Director of said TV channel.

Learned senior counsel for the plaintiff states that on the launch of the news channel Republic TV on 6th May, 2017 the first story related to an audio conversation between Mr. Lalu Prasad Yadav and Mr. Shabuddin. He further states that on 8th May, 2017, the defendants' channel Republic TV aired a story pertaining to an audio recording of a conversation on phone between defendant no. 3 and Late Ms. Sunanda Pushkar, wife of Mr. Shashi Tharoor that took between 16th and 17th January, 2014.

It is the plaintiff's case that the aforesaid audio conversations were recorded during the course of the employment of the defendant nos. 2 and 3 with the plaintiff and before their resignation. Consequently, according to learned senior counsel for plaintiff, the plaintiff has the exclusive right over the said audio conversations as they form an integral part of the data base created by the plaintiff.

Learned senior counsel for the plaintiff also contends that both defendant nos. 2 and 3 have committed theft of the said intellectual property of TIMES NOW whilst in service of TIMES NOW channel and in breach of contract of employment had converted to their own use for airing on Republic TV



the aforesaid intellectual property of plaintiff thereby dishonestly misappropriated and converted to their own use the said intellectual property of TIMES NOW channel.

Learned senior counsel has also played in Court a part of the video clip aired by the defendants.

It is well settled law that an employee has to maintain confidentiality and utmost fidelity towards his employer. Accordingly, the defendants can be restrained from breaching the contract/reproducing/incorporating/ misappropriating or misusing the trade secret or confidential information/data of the plaintiff company and using or telecasting the same as that would amount to infringement of the plaintiff's rights. However, as no prior notice has been issued by the plaintiff before filing the suit and the plaintiff has not placed on record anything to show that the aforesaid two audio conversations form a part of its database, this Court deems it appropriate to issue a short notice to the defendants in the present application by all modes including dasti, returnable for the date fixed before the Court. The plaintiff is also given liberty to file additional documents and affidavit on or before 23rd May, 2017.

It is clarified that in the event this Court reaches the conclusion that the defendants have misused, misappropriated or violated the plaintiff's data or confidential information then appropriate relief shall be granted to the plaintiff in the present application."

3. On 26.05.2017, the learned Counsel for Defendant Nos.1 to 3 stated that Clause (4) of Defendant No.2's appointment letter dated 31.03.2005 and Clause (6) of Defendant No.3's appointment letter dated 16.06.2005 had not



been violated and a statement was made that they had no intention of violating the said clauses. The statement was taken on record and in view of the statement made by the learned Counsel for the Defendants, this Court vide Order dated 31.08.2017 bound the Defendant in terms of their statement given on 26.05.2017 and disposed of the interim injunction application.

4. On 15.01.2024, learned Counsel for the Plaintiff sought an adjournment to clarify whether the suit can be disposed of in terms of the undertaking given by the Defendants on 31.08.2017 on the basis of which the interim injunction application was disposed of.

5. It transpires that pursuant to the filing of the suit, Defendant No.4 has been impleaded.

6. Learned Counsel appearing for Plaintiff states that the suit can be disposed of on the statement given by the learned Counsel for the Defendants on 26.05.2017.

7. In view of the consent given by both sides, the suit is disposed of in terms of the Order dated 26.05.2017 as affirmed by this Court vide Order dated 31.08.2017. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

NOVEMBER 05, 2024

S. Zakir