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

+ **CS(COMM) 1259/2018 & I.A. 16319/2018, I.A. 2857/2019**

DASSAULT SYSTEMES & ANR.Plaintiffs

Through: Mr. Shantanu Sahay, and Ms. Imon
Roy, Advocate
Mob: 9798483681
Email: imon@anandandanand.com

versus

MR.SANJAY AGGARWAL & ORS.Defendants

Through: Mr. Arpit Dwivedi and Ms.
Nakshatra, Advocates
Mob: 9650656544

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
17.12.2024

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1. Learned counsel appearing for the defendants, upon instructions from the defendants states that the defendants are using licensed software 'Solid Works' only. He further states that defendants were not using the software 'CATIA' of the plaintiffs in the past nor has any intention to use the same in future.

2. When the present matter was listed on 6th December, 2024, the following order was passed:

"1. The present suit has been filed for permanent injunction for restraining the defendants from infringement of copyright, damages, delivery up, etc., on account of unauthorised/unlicensed usage of plaintiff no. 1's software by the defendants.

2. It is to be noted that when the matter was listed on 30th



November, 2018, the defendants were restrained from using any software including CATIA and SOLIDWORKS and various versions of the said software program, without license, that may amount to infringement of the plaintiffs' copyright subsisting in its software programs and software related documentation. Relevant portion of the order dated 30th November, 2018, reads as under:

“xxx xxx xxx

7. The Defendants, their principal officers, directors, agents, franchisees, servants and all others acting for and on their behalf at the Defendants' premises are restrained from using any kind of computer related activities or otherwise in any other manner, any pirated/unlicensed/unauthorized software programs of the Plaintiffs or reproducing and distributing any pirated/unlicensed/unauthorized software of the Plaintiffs in contravention of the terms of the End User License Agreement(s) (EULA), or infringing in any other manner or causing or enabling or assisting others to infringe the copyrights of the Plaintiffs including CATIA and SOLIDWORKS software and its various versions or any other software programs developed by the Plaintiffs in any manner that may amount to infringement of the Plaintiffs' copyright subsisting in its software programs and software related documentation till the next date of hearing.

8. The Defendants, their principal officers, directors, agents, franchisees, servants and all others acting for and on their behalf at the Defendants' premises are restrained from formatting the computer systems and/or erasing any data, log files, installations, etc. pertaining to, assisting others to infringe the copyrights of the Plaintiffs subsisting in its software programs and software related documentation including CATIA and SOLIDWORKS software and its various versions or any other software programs developed by the Plaintiffs till the next date of hearing.

xxx xxx xxx”

3. Subsequently, vide order dated 13th September, 2019, statement on behalf of defendant nos. 2 to 4, was recorded in the following manner:

“During the course of hearing without prejudice Mr. Chander Lall, learned Senior Counsel appearing for the defendants on instructions from the briefing counsel states that the defendants are using licensed software “Solid Works” only. In other words, he states that the defendants were not using the software “CATIA” of the plaintiffs in the past nor has any intention to use the same in future.

On this, Mr. Pravin Anand, learned counsel for the plaintiffs seeks sometime to take instructions. List on October 14, 2019.”

4. This Court also notes that vide order dated 21st December 2018, a Local Commissioner was appointed.



5. *As per learned counsel appearing for the plaintiff, the local commission was executed at two premises, i.e., Surajpur, Greater Noida and Chennai. During the course of the execution of the local commission, systems were found, wherein, unauthorised and unlicensed use of the software of the plaintiff was being used.*

6. *Learned counsel appearing for the plaintiff submits that the plaintiffs have license for only two systems for the software SOLIDWORKS. However, the said software was found in ten systems during the course of local commission.*

7. *She further submits that the defendants do not have any license for the software CATIA. However, during the course of local commission, systems were found, wherein, unlicensed and unauthorised version of the said software was discovered.*

8. *Learned counsel appearing for the defendants at this stage submits that the defendants shall not use the CATIA software of the plaintiffs and has never used so.*

9. *He further submits that the defendants shall only use the software of the plaintiffs, i.e., SOLIDWORKS, for which the defendant has license.*

xxx xxx xxx”

3. Today, learned counsel appearing for the defendant submits that the defendant is ready to pay a cost of ₹ 10,00,000/-.

4. Learned counsel appearing for the plaintiff expresses satisfaction.

5. Accordingly, with the consent of the parties, the present suit is decreed in favour of the plaintiffs in terms of Para 47 (a) of the plaint, which shall form part of the decree.

6. Further, the defendants shall pay a cost of ₹ 10,00,000/- to the plaintiffs, through counsel for the plaintiffs, who shall take appropriate steps for remitting the same to the plaintiffs, in accordance with law.

7. Let the aforesaid cost be paid by the defendants within a period of four weeks.

8. Decree sheet be drawn up.

9. With the aforesaid directions, the present suit, along with the pending



applications, stands disposed of.

MINI PUSHKARNA, J

DECEMBER 17, 2024

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