



2025:DHC:11886



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Judgment Reserved on: 03rd September 2025**Date of Decision: 24th December, 2025*

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ARB. A. (COMM.) 28/2025, I.A. 15618/2025 & I.A. 15619/2025

PREETI BHUTANI & ANR.

.....Petitioners

Through: Ms. Rajeshwari H., Ms. Garima Joshi,
Ms. Swani Chothe and Mr. Sarthak Sabarwal,
Advocates.

versus

GOYAL PUBLISHERS AND DISTRIBUTORS PVT. LTD. & ORS.

.....Respondents

Through: Ms. Swathi Sukumar, Senior
Advocate with Ms. Vaishali R. Mittal, Mr. Chirag
Mittal, Mr. Shivang Sharma, Mr. Kartikay
Sharma, Mr. Lzafeer Ahmad, Mr. Mushtaq Salim
and Mr. Ritik Raghuvanshi, Advocates for R-1 and
R-2.

Mr. Tishampati Sen, Ms. Riddhi Sancheti, Mr.
Anurag Anand and Mr. Mukul Kulhari, Advocates
for R-3 and 4.

Mr. Anirudh Bakhru, Ms. Vaishali R. Mittal, Ms.
Pallavi Bhatnagar, Mr. Shivang Sharma and Mr.
Kartikay Sharma, Advocates for R-5.

CORAM:**HON'BLE MS. JUSTICE JYOTI SINGH****JUDGEMENT****JYOTI SINGH, J.**

1. This appeal is preferred on behalf of the Appellants challenging impugned order dated 07.05.2025 passed by the learned Arbitrator under



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Section 17 of Arbitration and Conciliation Act, 1996 ('1996 Act'), whereby learned Arbitrator declined to grant interim injunction to the Appellants *albeit* Respondent No.1 was directed to maintain accounts of the sales with respect to the impugned works i.e., *Allez-y! 1*, *Allez-y! 2* and *Allez-y! 3* (*Allez-y series*) for the period commencing from 20.03.2025. It was also directed that accounts will be maintained book-wise and will be tendered before the Arbitral Tribunal every quarter in a sealed cover with an affidavit of Respondent No.1.

2. Case of Appellant No.1 is that she started her career as a French language teacher in 2000 and in 2003 established an educational society focusing on French language promotion in schools etc. In 2006, Appellant No.1 started her career as an author and authored two French books titled *Les Exercices Français* and *All Essential French Verbs* which were published by Appellant No.2/Unisec Publication. Looking at the success achieved by Appellant No.1, Respondent No.1 approached her for collaboration in 2007 and at the end of the year, *Petits Pas-1* and *Petits Pas-2* (*Petits Pas series*) authored by her were published, where Appellant No.1 was shown as the author. Appellant No.1 also authored French books *Flambeau* and *Mon Passeport*, which were also published by Appellant No.2.

3. It is averred that *Petits Pas series* were published under written Agreements both dated 03.11.2008, executed between Appellant No.1 and Respondent No.1, having identical terms. As per Clause 2 of the Agreements, copyright in the manuscript was with the author and Respondent No.1 was responsible for design, publication and distribution rights. Respondents No.1 and 2 continued to publish the *Petits Pas series*



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between 2008 to 2025 and earned profits but no royalty was paid to Appellant No.1. In November, 2024, Appellant No.1 learnt through market sources about the launch of French books *Allez-y series*, published by Respondents 1 and 2 and authored by Respondents 3 and 4. Respondent No.5 is a former employee of Appellant No.2 and currently employed as Marketing Manager with Respondent No.1. After comparison of the books, Appellant No.1 found that the books in the *Allez-y series* were substantial copies of books authored by her under the *Petits Pas series* and *Flambeau* and *Mon Passeport* and infringed the copyright of Appellant No.1 in the said books.

4. Appellants aver that realising that Respondent No.1 was infringing the copyright of Appellant No.1 to cover up its illegal action, it filed a suit being CS DJ No. 4290/2024 before District Court, Saket alleging that Appellant No.1 was maligning and defaming the Respondents and adversely commenting on their books in public and obtained an *ex-parte* injunction. Appellants filed CS (COMM) 31/2025 against the Respondents in District Court, Patiala House on 13.01.2025 *inter alia* seeking interim injunction against infringement, in which Respondent No.1 filed an application under Section 8 of 1996 Act invoking Arbitration Clause 12 in the Agreements dated 03.11.2008, which was allowed vide order dated 11.03.2025 and parties were referred for adjudication of their disputes through arbitration.

5. To complete the factual narrative, on 17.03.2025 Appellant No.1 filed a petition under Section 9 of 1996 Act being O.M.P (I) 90/2025 for urgent reliefs, which was disposed of on 20.03.2025 appointing a Sole Arbitrator and directing that Section 9 petition be treated as an application under Section 17. Learned Arbitrator heard the application and by impugned order,



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declined to grant interim injunction on the sole ground that Appellant No.1 had not claimed royalty since 2008. According to the Arbitrator *albeit* there was copyright infringement but two of the three parameters for grant of injunction i.e. balance of convenience and irreparable loss or injury were not satisfied.

6. Ms. Rajeshwari appearing on behalf of the Appellants contended that Appellant No.1 is a pioneer of French language teaching and education in India and has authored over 50 French books. In 2007, Respondent No.1 which is a publication and distribution house of educational books, approached her to collaborate in its next project for publishing French textbooks as Respondents No.1 and 2 had no prior experience in publication of French books. Collaboration Agreements were executed on 03.11.2008 under which Appellant No.1 was the author of the comprehensive series of French language books for school education and was to remain as an author while publication and distribution rights were given to Respondent No.1. It was also agreed that Respondent No.1 shall have no right to publish the books through any other author. Appellant No.1 worked long hours to ensure that the books were completed early and also often visited the office of Respondent No.1 and closely worked with its designer. With her efforts, the manuscripts of the books were completed in time and handed over to Respondent No.1 in a CD and later the *Petits Pas series* were published as Textbooks and Workbooks.

7. It was contended that the Agreements clearly evidence that Appellant No.1 was the 'Author' as defined under Section 2(d) of Copyright Act, 1957 ('1957 Act'). Section 2(y) defines "Work" to include literary work and each of the manuscripts of books *Petits Pas series* were literary works and



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Appellant No.1 is thus entitled to protect the copyright vested in her under Section 55(2) of the 1957 Act. Reliance was placed on the judgment of the Supreme Court in ***R.G. Anand v. Deluxe Films and Others, (1978) 4 SCC 118***, wherein the Supreme Court held that copyright is confined to form, manner and arrangement and expression of the idea by the author of the copyrighted work.

8. In the book publishing industry, it is an accepted practice that once an author submits a manuscript, editor can carry out changes but he does not become the author. Stand of the Respondents that the books were authored by Ms. Farida Irani is totally false and belied by the fact that when the first edition was published in 2008, Appellant No.1 was shown as the author and it was acknowledged that the copyright vested in her. Even the Foreword of the said books was by an eminent person acknowledging her as the author and name of Ms. Farida Irani was shown as an editor. Receipt of manuscripts from Appellant No.1 stands recorded in the Agreements and is not denied even today. If the position that Respondents now adopt that the manuscripts were not up to the mark and were discarded was correct, there was no reason to show the name of Appellant No.1 as the author.

9. It was urged that learned Arbitrator rendered favourable *prima facie* findings that Appellant No.1 was a copyright holder in the *Petits Pas series* and *Flambeau series* and that there was copyright infringement, after extensive comparison and analysis of the contents etc. of the rival books, yet interim injunction was erroneously and illegally declined on the sole basis that Appellant No.1 had never claimed royalty for the books in the *Petits Pas series* since 2008. First and foremost, protection of a copyright cannot depend on a claim of royalty as that is a business understanding of an author



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and secondly, Arbitrator has inappropriately extended this reasoning to other distinct works, namely, *Flambeau* and *Mon Passeport*, despite absence of royalty related issues concerning these titles, overlooking that claim of infringement encompassed these separate literary works also. Having rendered a *prima facie* finding that impugned works including texts, theme, sequence as also placement were a verbatim copy of the original works of Appellant No.1 and there was copyright infringement, there was no plausible reason or justification to deny the interim injunction restraining Respondents from publishing, selling, distributing or offering for sale all editions of series 1 to 4 of *Allez-y*. Reliance was placed on the judgment in ***Re: IGNOU v. Dominant Publishers and Distributors, 2019 SCC OnLine Del 8655***, to argue that even copying of small extract of original work constitutes infringement.

10. Learned Senior Counsel for Respondents No.1 and 2 opposed the appeal and defending the impugned order argued that no interim relief was granted to the Appellants by this Court when Section 9 petition was filed and from the date of filing the petition till the date of the impugned order, there was no change in the circumstances, entitling the Appellants to interim injunction. Till date, Appellant No.1 has not provided the manuscripts and given no explanation for their non-production and the reason is that the manuscripts and the books published by Respondent No.1 are substantially different. Under Section 105 of Bhartiya Sakshya Adhiniyam, 2023, the onus of proof is on a person who would fail if no evidence at all were given on either side and in the present case, Appellant No.1 has failed to discharge the onus.

11. It was argued that Appellant No.1 and Respondent No.1 were known



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to each other and had cordial relationship. Though *Petits Pas series* was styled as a joint project between Respondent No.1 and Appellant No. 2, the latter did not contribute a single penny to publish the books. Much was emphasised by Appellant No.1 that her name was shown on the book as an author, however, this was done by the Respondents only as a gesture of goodwill. *Albeit* Appellant No.1 spent time in the office of Respondent No.1 writing the manuscripts, however, the same were discarded as the quality was poor and far below expected and/or promised writing. Finally, the book was authored by Ms. Farida Irani.

12. It was further argued that Respondent No.1 is a registered company, which was started in 1987 by a second generation entrepreneur and is one of the leading importers, distributors and publishers of international books in India, especially in the field of education. Appellants had suppressed critical facts before the Arbitrator that Ms. Farida Irani had extensively re-written and reconstructed the final published work from the manuscript of Appellant No.1 and therefore, by no imagination, Appellant No.1 can be called as author of the work to claim copyright therein and she never ever worked on the book titled *Le Nouveau Petits Pas III*. One time royalty payment was made to Appellant No.1 initially which she accepted without demur and for long 17 years, there was no claim for royalty and this was for the reason that Appellant No.1 knew that Respondent No.1 had terminated the Agreements. It is inconceivable that an author would not claim royalty from 2008 to 2025 and therefore, the Arbitrator rightly declined injunction on this ground.

13. It was further argued that Appellants' reliance on Section 55(2) of 1957 Act to claim a presumption of authorship is grossly misplaced. This provision merely creates a rebuttable presumption in favour of the person



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whose name appears on the published work as an author. In the present case, Respondents have produced substantial documentary evidence and editorial records showing that original manuscript was extensively altered and this presumption can only be adjudicated after complete evidence is led before the Arbitrator.

14. It was contended that there has to be a modicum of creativity. In the present case, the illustrations were provided by M/s. Reliable Info Media and there is nothing on record to show that Appellant No.1 dictated to the said firm the sequence of images and in any case, this would be seen only when manuscripts are made available. Emphasis by Appellant No.1 on Clause 1 of the Agreements to show that author had delivered manuscripts of books, is of no aid since Agreements are only paper agreements and not commercial arrangements. The arbitration proceedings initiated by Appellants is only a counterblast to the suit filed by Respondent No.1 against them for defamation and damages. Reliance was placed on the judgment in ***R.G. Anand (supra)*** to contend that there is no copyright in an idea or theme and violation of copyright in such cases is confined to form, manner and arrangement and expression of idea by the author of the copyrighted work. Where same idea is developed in different manner, it is manifest that source being common, similarities are bound to occur.

15. It was urged that the learned Arbitrator has passed a detailed order deliberating on each and every issue and after finding that no case for injunction was made out as Appellants failed to establish that balance of convenience was in favour of the Appellants and irreparable injury will be caused if injunction was not granted. Grant of injunction is governed by the trinity principle and merely showing a *prima facie* case is not enough for



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grant of injunction. It was also argued that the scope of interference under Section 37(2) of 1996 Act is extremely limited and no interference is warranted unless the Arbitrator's view is manifestly perverse or suffers from jurisdictional error or miscarriage of justice. It is not for this Court to substitute its view for the view of the Arbitrator taken under Section 17 of 1996 Act. In support of this plea, reliance was placed on the judgments in ***Dinesh Gupta and Others v. Anand Gupta and Others, 2020 SCC OnLine Del 2099; Tahal Consulting Engineers India Pvt. Ltd. v. Promax Power Ltd., 2023 SCC OnLine Del 2069; Manish Aggarwal and Another v. RCI Industries and Technologies Limited, 2022 SCC OnLine Del 1285; Sanjay Arora and Another v. Rajan Chadha and Others, 2021 SCC OnLine Del 4619; and Green Infra Wind Energy Limited v. Regen Powertech Private Limited, 2018 SCC OnLine Del 8273.***

16. Learned counsel for Respondents No.3 and 4 argued that the allegations against the said Respondents are wholly misconceived and denied. Said Respondents have been authors in the field for 25 years and during the course of arbitral proceedings will be in a position to demonstrate dissimilarities in the rival works Appellant No.1 has taken no action to even claim royalty since 2008 and Arbitrator has rightly held that no irreparable loss will be caused if injunction was not granted. In case this Court grants injunction, irreparable loss will be caused to Respondents No.3 and 4 who are teachers and authors of formidable repute.

17. Heard learned counsels for the Appellants and Respondents No.3 and 4 and learned Senior Counsel for Respondents No.1 and 2.

18. There can be no dispute to the legal proposition that scope of judicial review under Section 37(2)(b) of 1996 Act is limited. In this context, I may



refer to the judgment of this Court in ***Green Infra Wind (supra)***, relevant passages from which are as follows:-

“16. In my view, the Arbitral Tribunal has balanced the equity between the parties and has considered the submissions made by the parties before the Arbitral Tribunal. This Court in exercise of its power under Section 37 of the Act cannot interfere with the order passed by the Arbitral Tribunal under Section 17 of the Act unless the discretion exercised by the Tribunal is found to be perverse or contrary to law. As an Appellate Court, the interference is not warranted merely because the Appellate Court in exercise of its discretion would have exercised the same otherwise.

17. In Wander Ltd. v. Antox India P. Ltd., 1990 Supp SCC 727, the Supreme Court while dealing with the power of the Appellate Court under the Code of Civil Procedure, 1908 has held as under:

“13. On a consideration of the matter, we are afraid, the Appellate Bench fell into error on two important propositions. The first is a misdirection in regard to the very scope and nature of the appeals before it and the limitations on the powers of the Appellate Court to substitute its own discretion in an appeal preferred against a discretionary order. The second pertains to the infirmities in the ratiocinations as to the quality of Antox's alleged user of the trade-mark on which the passing-off action is founded. We shall deal with these two separately.

14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the Appellate Court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate Court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by that court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the Trial Court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in Printers (Mysore) Private Ltd. v. Pothan Joseph: (SCR 721)



“... These principles are well established, but as has been observed by Viscount Simon in *Charles Oseption & Co. v. Jhanaton* ...the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the application of well settled principles in an individual case.”

The appellate judgment does not seem to defer to this principle.”

18. Recently in *Ascot Hotels and Resorts Pvt. Ltd. v. Connaught Plaza Restaurants Pvt. Ltd.*, Arb.A.(Comm) 12/2017, this Court again reiterated the above mentioned principle.

19. This Court in *Bakshi Speedways v. Hindustan Petroleum Corporation*, 2009 SCC OnLine Del 2476, has held that the same principles will apply even in case of an appeal under Section 37(2)(b) of the Act. Paragraph 4 of the said judgment is quoted herein below:

“4. The principles applicable to an appeal under Section 37(2)(b) in my view ought to be the same as the principles in an appeal against an order under Order 39 Rules 1 and 2, CPC i.e., unless the discretion exercised by the Court against whose order the appeal is preferred is found to have been exercised perversely and contrary to law, the appellate Court ought not to interfere with the order merely because the appellate court in the exercise of its discretion would have exercised so otherwise. I had at the beginning of the hearing itself inquired from the senior counsel for the appellant as to what could be said to be perverse in the exercise of discretion by the Arbitral Tribunal in the exercise of powers under Section 17 of the Act and as to how the said interim measures granted by the Arbitral Tribunal could be said to be contrary to law; it was further pointed out that in the opinion of this court, on the perusal of the memorandum of appeal, the only ground which appeared to have some force was the ground taken in the memorandum of appeal of the arbitrator as on the date of making of the order having become functus officio.”

20. In view of the above, the Arbitral Tribunal having exercised its discretion and found a balance of equity between the parties, this Court in exercise of its power under Section 37(2)(b) of the Act would not interfere with the same unless it is shown that the discretion so exercised is perverse in any manner or contrary to the law. In the present case, no such exception has been made out by the appellant.”

19. I may also allude to the judgment in ***World Window Infrastructure Private Limited v. Central Warehousing Corporation*, 2021 SCC OnLine Del 5099**, relevant passages of which are as follows:-



“Analysis

66. The scope of interference, in appeal, against orders passed by arbitrators on applications under Section 17 of the 1996 Act is limited. This Court has already opined in Dinesh Gupta v. Anand Gupta [Dinesh Gupta v. Anand Gupta, 2020 SCC OnLine Del 2099] , Augmont Gold (P) Ltd. v. One97 Communication Ltd. [Augmont Gold (P) Ltd. v. One97 Communication Ltd., (2021) 4 HCC (Del) 642] and Sanjay Arora v. Rajan Chadha [Sanjay Arora v. Rajan Chadha, (2021) 3 HCC (Del) 654] that the restraints which apply on the court while examining a challenge to a final award under Section 34 equally apply to a challenge to an interlocutory order under Section 37(ii)(b). In either case, the court has to be alive to the fact that, by its very nature, the 1996 Act frowns upon interference, by courts, with the arbitral process or decisions taken by the arbitrator. This restraint, if anything, operates more strictly at an interlocutory stage than at the final stage, as interference with interlocutory orders could interfere with the arbitral process while it is ongoing, which may frustrate, or impede, the arbitral proceedings.

67. Views expressed by arbitrators while deciding applications under Section 17 are interlocutory views. They are not final expressions of opinion on the merits of the case between the parties. They are always subject to modification or review at the stage of final award. They do not, therefore, in most cases, irreparably prejudice either party to the arbitration. Section 17 like Section 9 is intended to be a protective measure, to preserve the sanctity of the arbitral process. The pre-eminent consideration, which should weigh with the arbitrator while examining a Section 17 application, is the necessity to preserve the arbitral process and ensure that the parties before it are placed on an equitable scale. The interlocutory nature of the order passed under Section 17, therefore, must necessarily inform the court seized with an appeal against such a decision, under Section 37. Additionally, the considerations which apply to Section 34 would also apply to Section 37(ii)(b)."

20. It is thus clear that interference under Section 37(2)(b) of 1996 Act is warranted only where the order of the Arbitral Tribunal suffers from perversity or is arbitrary or contrary to law and/or where the Arbitral Tribunal has either exceeded its jurisdiction or failed to exercise its jurisdiction leading to miscarriage of justice and therefore, to this extent the judgments relied upon by learned Senior Counsel for Respondents No.1 and 2 are entirely applicable as far as the proposition of law is concerned. It is equally settled that powers of the Arbitral Tribunal under Section 17 of 1996



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Act are akin to this Court under Section 9, except that in Section 9, the Court has the power to direct interim measures before, during or after the conclusion of the arbitral proceedings.

21. Keeping the scope of interference in an interim order passed by an Arbitral Tribunal in the backdrop, I may now examine whether the impugned order passed under Section 17 of 1996 Act is so perverse or manifestly arbitrary, that it warrants interference by this Court. There can be no debate that grant of interim injunction is governed by the trinity principle i.e., *prima facie* case, balance of convenience and irreparable harm and injury. In the present case, admittedly, Arbitrator has held in no uncertain terms that there exists a *prima facie* case in favour of Appellant No.1. Despite this finding, injunction was denied influenced by the fact that Appellant No.1 did not claim royalty from 2008 till 2025. The main plank of argument of Appellant No.1 is that once the Arbitrator himself found *albeit* as a *prima facie* finding that copyright in *Petits Pas series* and *Flambeau* and *Mon Passeport* vests in Appellant No.1 and there is infringement of the copyright, interim injunction ought to have been granted to protect the right *dehors* the fact that Appellant No.1 did not claim royalty, which in any event, is a business decision of an author.

22. In order to determine whether interim injunction was rightly denied by the learned Arbitrator, it will be useful and pertinent to refer to some crucial findings and *prima facie* conclusions of the learned Arbitrator, which are in favour of Appellant No.1. Arbitrator found that: (a) Appellant No.1 was shown as author of books in the *Petits Pas series* and *Flambeau* and *Mon Passeport* and thus statutory presumption under Section 55(2) of 1957 Act, which provides that if a name purporting to be that of the author



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appears on the work when it was made, the said person shall be presumed to be the author of the work, unless the contrary is proved, gets attracted; (b) modicum of creativity is established when Respondent No.1 acknowledged in the Agreements that Appellant No.1 holds copyright in the manuscript; (c) defence of Respondent No.1 that Appellant No.1's name was shown as a goodwill gesture is untenable as no reason was given to show her name as an author in the first instance and to continue the same till date and no communication or evidence was placed on record to show that manuscripts authored by her were rejected and instead duly executed Agreements acknowledge Appellant No.1 to be the author; (d) Ms. Farida Irani was shown as an Editor and not an Author in the first edition of the books and therefore, if manuscripts authored by Appellant No.1 were rejected and had to be revised by Ms. Farida Irani, she should have been shown as the Author; (e) Agreements, particularly Clauses 1 and 3 suggest that the books were already published when the Agreements were signed and Clause 1 is an acknowledgement of delivery of manuscripts of the books while Clause 3 guaranteed that the books in question in no way infringed the copyright and therefore, if the work was defective there was no need to sign the Agreements after the publication thereof; (f) there was no proof of termination of the Agreements by Respondents No.1 and 2 as alleged and this plea is also negated by the averments in the application under Section 8 of 1996 Act filed by Respondent No.1 in the suit filed by Appellants; (g) Respondent No.1 failed to produce manuscripts of *Petits Pas series* to compare the original work of Appellant No.1 with the final published work to demonstrate that they were different, more so, when Clause 1 of the Agreements records that manuscripts were already delivered to Respondent



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No.1 and therefore, the onus was on Respondent No.1 to produce the manuscripts, which it failed to do; (h) perusal of partial manuscripts of *Petits Pas-I* showed that the comments of the Editor related to graphics and their placement and not the text authored by Appellant No.1; and (i) modicum of creativity is established when Respondent No.1 acknowledges in the Agreements that Appellant No.1 holds copyright in the manuscripts and agrees to print her name on the cover page of the book as also not to include the name of any other person as author without the consent of Appellant No.1; and (j) defence of Respondents that there was no occasion for Appellant No.1 to work on the manuscripts in the office of Respondent No.1 due to her pregnancy is not relevant inasmuch as how and where the manuscripts were authored and books were given final shape prior to publication pales into insignificance in view of the admitted position that Appellant No.1 was shown as the author and likewise, the plea that if Appellant No.1 worked on the computers of Respondent No.1 in its office on her own showing, the stand of Appellant No.1 that manuscripts were given in a CD was contradictory, is irrelevant when she is shown as the author.

23. Having rendered these crucial findings, learned Arbitrator made a comparison between *Petits Pas-I*, *Petits Pas-II*, *Flambeau 1* and *Flambeau 4* with impugned works, namely, *Allez-y! 1*, *Allez-y! 2* and *Allez-y! 3* and came to a *prima facie* conclusion that there was verbatim copy of many portions from the original work. It was observed that the pages showed identical text, theme, sequence as also placement and it was no strange coincidence that Respondents No. 3 and 4 had chosen the same nationalities, countries, time, description of furniture in house, furniture unit in a red circle, same sport,



same conversation, same expressions with verb 'jouer' and same makes of cars and that too in the same sequence as in the works of Appellant No.1. The Arbitrator also scanned the comparative work as under as a part of the order as follows :-

Comparison between Allez-y! 2 and Petits Pas 1

Allez-y! 2



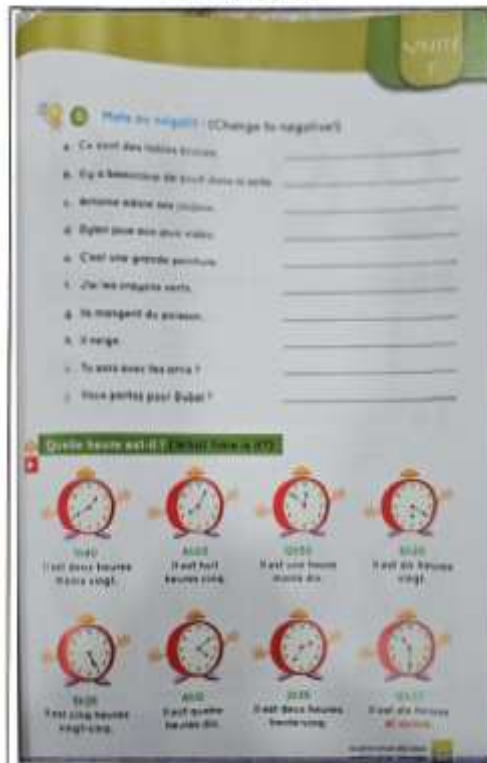
Petits Pas 1



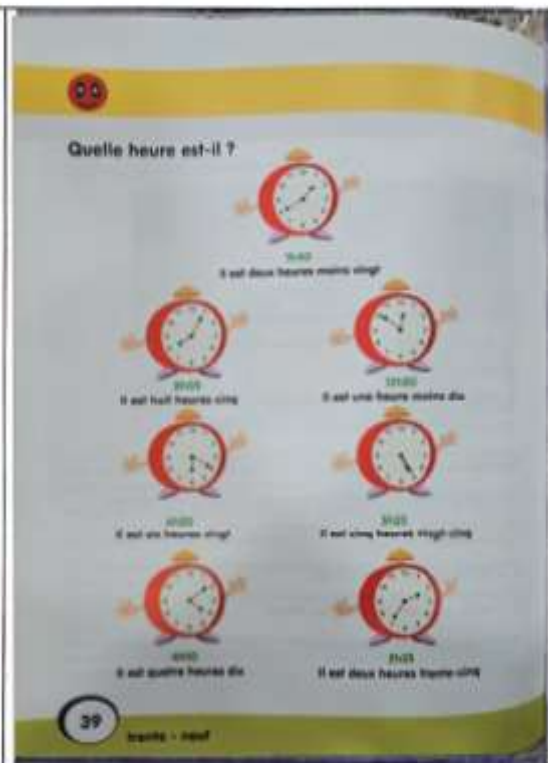


Comparison between Allez-y! 2 and Petits Pas 2

Allez-y! 2



Petits Pas 2





UNITÉ 6

Les meubles de la maison (Furniture in the house)

Place chaque meuble ci-dessous dans la pièce qui lui convient comme dans l'exemple. (Place each piece of furniture above in the corresponding column as given in the example.)

le salon	la chambre	la salle à manger	la cuisine
	un lit		

UNITÉ 6

Les meubles de la maison :

Activité 6
Place chaque meuble dans la pièce qui lui convient comme dans l'exemple :

le salon	la chambre	la salle à manger	la cuisine
	un lit		

UNITÉ 6

Trouve les lettres d'une suite dans la grille.
(Find various letter sets in a room.)

T	I	R	E	R	C	S
A	E	M	O	I	R	E
U	C	I	U	B	G	I
T	U	R	S	E	A	Y
E	S	O	S	A	C	O
U	F	I	I	U	N	U
I	L	R	N	X	W	T
L	E	T	S	U	T	O

Activité 7
Trouve les lettres d'une suite dans la grille.

Activité 8
Trouve les meubles dans le serpent de mots.

UNITÉ 6

Trouve les lettres d'une suite dans la grille.
(Find various letter sets in a room.)

T	I	R	E	R	C	S
A	E	M	O	I	R	E
U	C	I	U	B	G	I
T	U	R	S	E	A	Y
E	S	O	S	A	C	O
U	F	I	I	U	N	U
I	L	R	N	X	W	T
L	E	T	S	U	T	O

Activité 7
Trouve les lettres d'une suite dans la grille.

Activité 8
Trouve les meubles dans le serpent de mots.



Le sport

Complète avec le verbe qui convient.
(Complete with the verb that fits.)

a. Les enfants avec leur ballon.
b. Les parents leurs fils avec leurs amis.
c. Les enfants leurs amis.
d. Tu le sport ?
e. Les enfants le sport.

Le verbe faire
(The verb to do)

Je fais Vous faites
Tu fais Nous faisons
Il/elle fait Ils/elles font

Qu'est-ce que tu fais le week-end ? (What do you do during the weekend?)

Faire du ski, Faire du football, Faire du tennis, Faire de la marche, Faire de la natation, Faire de l'athlétisme, Faire du basket, Faire de la voile, Faire du roller.

53 cinquante-trois

L'expression écrite

Qu'est-ce que tu fais le week-end ?
J'aime le sport, le jeu.
Ma famille et moi, nous allons au restaurant.
Où, le week-end, nous préparons le contrôle de mathématiques.
Et toi, qu'est-ce que tu fais le week-end ?
(And you, what do you do during the weekend?)

Qu'est-ce que tu fais le week-end ?
J'aime le sport, le jeu.
Ma famille et moi, nous allons au restaurant.
Où, le week-end, nous préparons le contrôle de mathématiques.
Et toi, qu'est-ce que tu fais le week-end ?
(And you, what do you do during the weekend?)

Activité 3
Et toi, qu'est-ce que tu fais le week-end ?

54 cinquante-quatre



UNITÉ 1

Quelques expressions avec « jouer »

Jouer à ...

 Jouer au tennis
 Jouer au football
 Jouer au golf
 Jouer aux échecs
 Jouer au cricket
 Jouer au volley
 Jouer du Q10
 Jouer aux cartes

Jouer de ...

 Jouer du piano
 Jouer de la guitare
 Jouer du harmonica

Compète (Complete)

 Le violon
jouer
violer
 Le trompette
jouer
trompette
 L'harmonica
jouer
harmonica
 Le saxo
jouer
saxo
 La flûte
jouer
flûte

Quelques expressions avec « jouer »

Jouer à

 Jouer au tennis
 Jouer au football
 Jouer aux échecs
 Le basket
 le volley
 le cricket
 le golf
 les cartes

87 quatre-vingt-sept

Jouer de ...

 Jouer du piano
 Jouer de la guitare
 Jouer du harmonica
 Le violon
jouer
violer
 L'harmonica
jouer
harmonica
 Le saxo
jouer
saxo
 La flûte
jouer
flûte

Activité 4

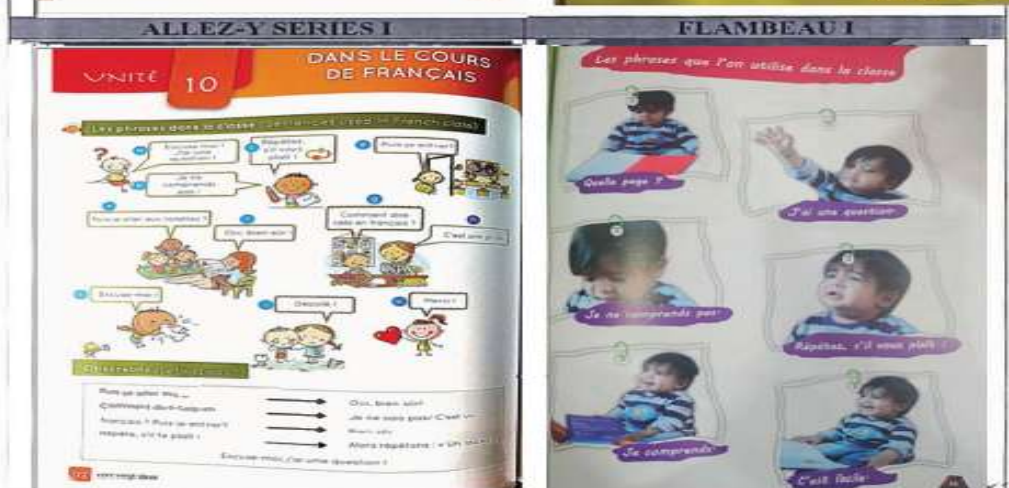
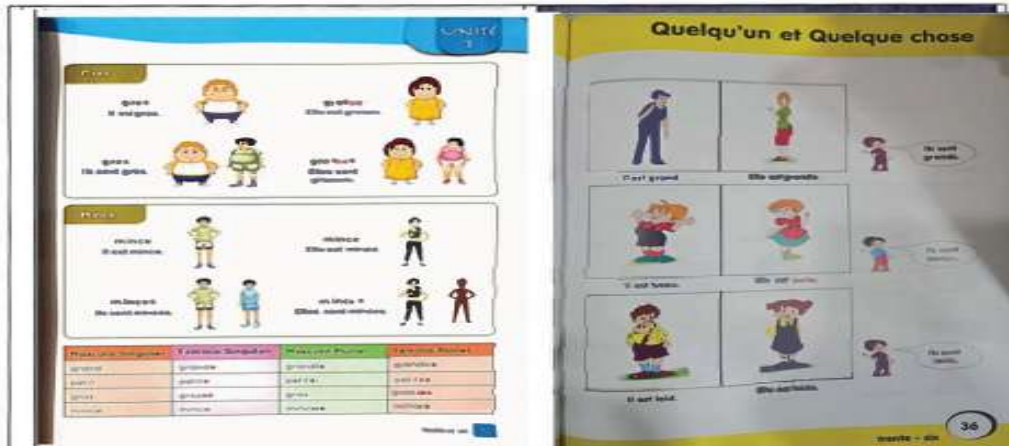
Réponds :

- Quels sports pratiques-tu ?
Je joue ...
- Quels instruments de musique joues-tu ?

88 quatre-vingt-huit True copy



Comparison between Allez-y! 1 and Petits Pas 1
and
Comparison between Allez-y! 1 and Flambeau 1





Comparison between Allez-y! 3 and Petits Pas 2

ALLEZ-Y SERIES III

Quelques-uns des élèves étudient, travaillent et discutent. Ils s'amusent, s'entraident et jouent aussi. Chaque jour, nous apprenons quelque chose de nouveau. J'aime les maths je n'aime pas courir. J'aime les jouets et mes amis.

Les Verbes en -ER

lire	lire	jouer
jouer	parler	jouer

PETITS PAS II

Activité 3

Complète le dialogue :

Isabelle : Tu parles l'anglais ?
 Marc : Oui.
 Isabelle : Et toi ?
 Marc : Je parle l'anglais et...
 Isabelle : Tu étudies le français ?
 Marc : Oui.

Les Verbes en -ER

lire	regarder	écouter
chanter	danser	jouer

09

Je J'aime

Je J'aime	Je J'aime	Je J'aime
aimer	aimer	aimer
J'aime	J'aime	J'aime
Tu aimes	Tu aimes	Tu aimes
Il/Elle aime	Il/Elle aime	Il/Elle aime
Nous aimons	Nous aimons	Nous aimons
Vous aimez	Vous aimez	Vous aimez
Ils/Elles aiment	Ils/Elles aiment	Ils/Elles aiment

Je J'aime

Je J'aime	Je J'aime	Je J'aime
aimer	aimer	aimer
J'aime	J'aime	J'aime
Tu aimes	Tu aimes	Tu aimes
Il/Elle aime	Il/Elle aime	Il/Elle aime
Nous aimons	Nous aimons	Nous aimons
Vous aimez	Vous aimez	Vous aimez
Ils/Elles aiment	Ils/Elles aiment	Ils/Elles aiment

Je J'aime

Je J'aime	Je J'aime	Je J'aime
aimer	aimer	aimer
J'aime	J'aime	J'aime
Tu aimes	Tu aimes	Tu aimes
Il/Elle aime	Il/Elle aime	Il/Elle aime
Nous aimons	Nous aimons	Nous aimons
Vous aimez	Vous aimez	Vous aimez
Ils/Elles aiment	Ils/Elles aiment	Ils/Elles aiment

Attention !

Les verbes aimer, écouter, regarder et jouer sont suivis de l'infinitif.
 (Verbs like aimer, écouter, regarder and jouer are followed by the infinitive form of the verb that follows.)

Activité 4

Observe, puis complète la grille :

Je J'aime	Je J'aime	Je J'aime	Je J'aime	Je J'aime

Attention ! Je mange. Nous mangeons.

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Comparison between Allez-y! 2 and Flambeau 4

Allez- y! 2



Flambeau 4

Activité 7 Mets ces phrases au passé récent.

- Je me lève.
- Elle se réveille.
- Nous nous couchons.
- Tu te promènes.
- Vous ne vous dépêchez pas.
- Elles ne se maquillent pas.

Les marques françaises

Il y a trois grandes marques françaises: Citroën, Peugeot et Renault. Mais les Français ne parlent pas d'une Peugeot, d'une Renault etc. Ils parlent de leur Ax, de leur R5, de leur 205, de leur 309 etc.



Activité 8 Réponds.

- Nomme quelques marques françaises.
- Nomme quelques marques de ton pays.
- Quelle marque préfères-tu?
- Nomme quelques modèles de Citroën.

24. Pertinently, Respondents have not assailed these findings. The Arbitrator observed that the work of Appellant No.1 in her books is 'original literary work' under Section 2(o) of 1957 Act and she has exclusive rights to reproduce the same. Hence, copying of even a small extract of the original work constitutes infringement. It was *prima facie* concluded that Appellant No.1 is the author of the text in *Petits Pas series* and *Flambeau series* and Respondents No.1 to 4 have reproduced her work in *Allez-y series* without her consent. With these findings that Appellant No.1 is the author of the works in her books and has copyright being the author in the same and that there is *prima facie* infringement of the copyright, the Arbitrator declined to



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grant injunction on the sole ground that Appellant No.1 had not claimed any royalty since 2008 and had not shown any reason for not demanding the same, thereby tilting the balance of convenience in favour of the Respondents.

25. Having carefully perused the impugned order, I am of the view that the same is demonstrably perverse and arbitrary. In ***Saurabh Gupta v. Sheopals Pvt. Ltd., 2025 SCC OnLine Del 8579***, the Division Bench of this Court *albeit* in the case of trademark held that whenever a *prima facie* case of infringement is made out, an injunction must follow. In the present case, the findings on authorship and copyright infringement based on detailed reasoning rendered by the Arbitrator justified grant of interim injunction in favour of Appellant No.1 to protect her copyright. Significantly, Respondents have not assailed the findings of the Arbitrator and therefore, this Court need not detain itself on these issues. The fact that Appellant No.1 did not claim royalty from 2008 cannot have a bearing on the right of Appellant No.1 to protect the copyright vested in her as an author of the works, which have been *prima facie* blatantly copied to the hilt by the Respondents. Claiming royalty was a business decision but that cannot take away the right of an author to protect its copyright. Appellant No.1 is also right in urging that the royalty issue did not concern *Flambeau* and *Mon Passeport*, yet denial of injunction is all encompassing.

26. In light of the aforesaid, in my view, this is a fit case warranting interference in the impugned order of the Arbitrator to the extent he declined to grant interim injunction. Accordingly, order dated 07.05.2025 is set aside to this extent and Respondents, their agents etc., are restrained from reproducing, publishing, distributing, selling or offering for sale all editions



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of book series 1-4 of *Allez-y*, which amounts to infringement of copyright of Appellant No.1 in the books authored by her in the *Petits Pas series* as also in *Flambeau* and *Mon Passeport*.

27. Appeal stands disposed of in the aforesaid terms along with pending applications. It is made clear that the view expressed in this judgment is only *prima facie* and will have no bearing on the final adjudication in the arbitral proceedings.

JYOTI SINGH, J

DECEMBER 24, 2025
S.Sharma