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

+ **CS(COMM) 747/2022 & I.A. 17492/2022 I.A. 24519/2023**

BUSY INFOTECH PVT LTD

.....Plaintiff

Through: **Ms. Deepika Pokharia, Advocate**

versus

XPERT TRICKS SOFTWARES & ORS.

.....Defendants

Through: **None**

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% 22.12.2025

1. The present suit has been filed by the Plaintiff seeking permanent injunction restraining the Defendants and other unidentifiable individuals/entities who are engaged in selling, offering and advertising unlicensed/crack versions of the Plaintiff's 'BUSY' Software, resulting in violation of the Plaintiff's copyright in the 'literary work' as well as the registered trademark 'BUSY'.

2. The facts, as stated in the plaint, which are relevant for the purpose of passing a decree in this suit, can be summarised as under: -

2.1. The Plaintiff is an on-premise ERP ['Enterprise Resource Planning'] and Accounting Software company dealing in software development and marketing. It is stated that the Plaintiff was amongst the first software companies to provide a VAT-Compliant software and similarly in 2017, it was the amongst the first to launch a GST-ready business accounting software in India.



2.2. It is stated that ‘BUSY’, which is an integrated GST Ready Business Accounting and Management Software for Micro, Small & Medium Enterprises [‘MSME’] is the flagship product of the Plaintiff with over 300,000 licenses sold in over 20 countries.

2.3. The Plaintiff is the owner of the copyright in the software ‘BUSY’ [‘Plaintiff’s work’] developed and marketed by it. It is stated that ‘BUSY’ software falls within the definition of ‘computer programmes’ contained in Section 2(ffc) of the Copyright Act, 1957 [‘Act of 1957’] and constitutes ‘literary work’, as defined under Section 2(o) of the Act of 1957.

2.4. It is stated that the Plaintiff, being the owner of copyright in the aforesaid ‘literary work’[computer programs] within the meaning of Section 17 of the Act of 1957, is entitled to all the exclusive rights flowing from such ownership as set out in Section 14 of the Act of 1957.

2.5. The Plaintiff coined and adopted the mark ‘BUSY’ in and around the year 1997 for use in connection with its software programmes. Over the years, the Plaintiff has also adopted and used several variants/formative marks for the versions/editions of software offered by it. The details of the Plaintiff’s trademark applications and registrations *qua* ‘BUSY’ mark are mentioned in paragraph no. ‘15’ of the plaint.

2.6. The Plaintiff also owns and operates dedicated website <http://www.busywin.com/> detailing the range and features of its ‘BUSY’ software. In addition, thereto, the Plaintiff also owns the website <https://busy.in/>. It is stated that the said software is also listed on IndiaMart platform and offered for sale on e-commerce websites such as Amazon, Flipkart.



2.7. The Plaintiff has significant social media presence, the details of which are provided at paragraph no. '19' of the plaint. The details of the annual turnover for the year 2017 to 2022 is mentioned at paragraph '20' of the plaint.

2.8. It is stated owing to the highly sought-after nature of the Plaintiff's 'BUSY' software, the Plaintiff is facing constant threat of software piracy coupled with trademark infringement at the hands of unauthorized third parties violating Plaintiff's copyright and BUSY trademarks for deriving illicit commercial gains.

2.9. It is stated that all licensed versions of the Plaintiff's software 'BUSY' need to be registered and the Plaintiff provides a serial number as well as activation key, which is entered on the computer system in which the software is installed and will work only on the computer in which the software is installed. It is contended that the Plaintiff's unlicensed software is in use by various end users having bought such unlicensed software from the Defendants.

Submissions of behalf of the Plaintiff

3. Today, Ms. Deepika Pokharia, the learned counsel for the Plaintiff has made a request before this Court to pass a decree against Defendant Nos. 1, 4, 9, 12, 15 to 19, 35, 44 to 46 [hereinafter referred to as 'served Defendants'] in terms of prayer clauses mentioned at paragraph no. 62(a) to (c) of the plaint. She states the said Defendants have been duly served and in this regard she relies upon the Consolidated Service Affidavit dated 08.08.2025 and the amended memo of parties dated 08.08.2025.

3.1. She states that none of the served Defendants has filed the written statement and the statutory time-period for filing the same has already been



expired. She states that right to file the written statement *qua* Defendant Nos. 44 and 45 was closed vide order dated 23.07.2024 and *qua* Defendant No. 46 was closed vide order dated 22.01.2025. She states that the said Defendants have also been proceeded ex-parte vide order dated 18.12.2025.

3.2. She states that with respect to the remaining unserved Defendant Nos. 2, 3, 5 to 8, 10, 11, 13, 14, 21, 23 to 34, 38, 39 and 43, the Plaintiff is not pressing for any further reliefs. She states that the said Defendants may be deleted from the array of parties subject to the liberty being granted to the Plaintiff to approach this Court, by way of a fresh suit, as and when any further infringing use by the said Defendants is discovered.

3.3. She states that Defendant Nos. 36, 37, 40 to 42 have already been deleted from the array of parties vide order dated 04.01.2024.

3.4. With respect to Defendant No. 22, she states that while the said Defendant has not been served formally, the said Defendant has already provided an undertaking to the Plaintiff to never indulge in purchase/sale/promotion or in any manner use the unlicensed/crack/pirated version of the Plaintiff's 'BUSY' accounting software. She prays that the suit also be decreed against Defendant No. 22 in terms of prayer clauses mentioned at paragraph no. 62(a) to (c) of the plaint.

3.5. She states that the Plaintiff has filed a short note dated 11.12.2025 and prays that this Court may be pleaded to pass a decree against Defendant Nos. 1, 4, 9, 12, 15 to 19, 35, 44 to 46 in the manner tabulated at paragraph no. '2' of the said note.

3.6. She states that the software industry generally sustains on a viable licensing system and software development companies such as the Plaintiff spends substantial amount of money merely on research and development so



that consumers may have a better choice of more advance software. Rampant piracy/unlicensed use of such software deprives the Plaintiff a right to commercially exploit its work and also has a cascading effect on the industry.

3.7. She states that the intent of the Defendants, who are selling and/or using the pirated and unlicensed versions of the Plaintiff's 'BUSY' software is to exploit the Plaintiff's proprietary rights in its 'BUSY' software. She states that the Defendants' adoption of Plaintiff's 'BUSY' trademarks for their products/services is to ride upon the reputation of the Plaintiff for commercial gains.

Findings and Analysis

4. This Court has heard the learned counsel for the Plaintiff and perused the record.

Directions qua Defendant Nos. 1, 4, 9, 12, 15, 16, and 44 to 46

5. The present suit was initially filed seeking decree of permanent injunction restraining Defendant Nos. 1 to 16 and 25/Ashok Kumar and all others acting on their behalf from reproducing, storing, installing or using any pirated or unlicensed version of Plaintiff's 'BUSY' software and its various versions or editions resulting in copyright infringement. Directions were also sought to restrain infringement of the registered trademark 'BUSY' by the said Defendants.

6. By order dated 28.10.2022, the predecessor Bench of this Court granted an ex-parte ad-interim injunction against Defendant Nos¹. 1 to 16 and 25 and in favour of the Plaintiff. Defendant Nos². 17 to 24 [proforma defendants] were directed to comply with the directions qua the infringing Defendants.

¹As per memo of parties dated 19.10.2022

²As per memo of parties dated 19.10.2022



Thus, the injunction order is already in operation *qua* Defendant Nos. 1, 4, 9, 12, 15 and 16. The relevant paragraphs of the said order are reproduced hereinbelow: -

“21. It is further contended that Defendants have no justification for adopting Plaintiff’s trademarks for their products/services and the adoption is to ride upon the impeccable reputation of the Plaintiff for commercial gains. With the similarity of the rival trademarks with respect to the software programmes it is inevitable that the consumers will be confused into believing that the software programmes emanate from the Plaintiff. The misrepresentation is adversely affecting the reputation of the Plaintiff since the unlicensed software often contains malware and viruses and are not covered by the warranties which are offered by the Plaintiff. The impugned action of the Defendants amounts to infringement of copyright and trademarks as well as passing off and is leading to erosion of Plaintiff’s reputation, dilution of its trademarks and financial loss.

22. Having heard learned counsel for the Plaintiff, this Court is of the view that Plaintiff has made out a prima facie case for grant of ex parte ad- interim injunction. Balance of convenience lies in favour of the Plaintiff and it is likely to suffer irreparable harm in case the injunction, as prayed for, is not granted.

23. Accordingly, till the next date of hearing, Defendants No. 1 to 16 and 25, their associates, partners, agents, franchisees, representatives, servants, licensees and all others acting for and on their behalf or anyone claiming through Defendants No. 1 to 16 and 25 are restrained from in any manner:

- a. reproducing/storing/installing/issuing copies/selling/offering for sale/downloading and/or using any pirated/unlicensed/crack version of Plaintiff’s BUSY software and its various versions/editions, resulting in infringement of Plaintiff’s copyright;
- b. using the trademark ‘BUSY’ or any deceptive variant thereof, which is identical to or deceptively and confusingly similar to Plaintiff’s trademark ‘BUSY’, in respect of their products or services amounting to infringement of Plaintiff’s registered trademark(s);
- c. using the trademark ‘BUSY’ or any deceptive variant thereof, which is identical to or deceptively and confusingly similar to Plaintiff’s trademark ‘BUSY’, in respect of their services or products amounting to passing off Plaintiff’s goods and services.



...

34. Defendant No. 23 is directed to suspend/block the domain names <https://modcrack.net>.

35. Defendant No. 23 is directed to disclose complete details (such as name, address, email, phone number, etc.) of the Registrant of the domain name <https://modcrack.net>.”

7. Subsequently, the Plaintiff by way of I.A. 24265/2023 [application under Order I Rule 10(2) of CPC] sought impleadment of Defendant Nos. 44 to 46 in the present proceedings alleging that the said Defendants are offering and soliciting sale of unlicensed and pirated versions of Plaintiff’s ‘BUSY’ software. In the said application, the Plaintiff had also sought leave of this Court to read the averments made in the plaint, as part of the said application.

The predecessor Bench of this Court vide order dated 04.01.2024, allowed the said application and also extended the interim injunction order dated 28.10.2022 to Defendant Nos. 44 to 46. The said order read as under:

“12. Accordingly, it is directed that:

- i. Till the next date of hearing, Paragraph 23 of the injunction order dated 28th October, 2022 is extended to Defendant Nos. 21-23, 35, 38, 39, 43 and 44-46 as per amended memo of parties dated 15th December, 2023”.

8. As per the Plaintiff, the interim directions issued in the injunction order dated 28.10.2022 *qua* Defendant Nos. 1, 4, 9, 12, 15, and 16 and in the injunction order dated 04.01.2024 *qua* Defendant Nos. 44 to 46, have been complied with by the proforma Defendants.

9. The Plaintiff has filed on record a consolidated service affidavit dated 08.08.2025 and the amended memo of parties dated 08.08.2025. The status of the service/non-service *qua* each Defendant has been summarised therein.



Upon a perusal of the said affidavit and the documents stated therein [which are part of record], it is clear that Defendant Nos. 1, 4, 9, 12, 15, 16 and 44 to 46 have been duly served and have notice of the injunction orders passed by this Court.

However, the said Defendants have neither filed the written statement nor affidavit of admission denial of documents filed by the Plaintiffs. In these facts and circumstances, it is evident that the said Defendants have failed to file the written statement within the prescribed time period. In fact, right to file the written statement qua Defendant Nos. 44-45 and qua Defendant No.46 was closed vide orders dated 23.07.2024 and 22.01.2025, respectively.

10. None of Defendant Nos. 1, 4, 9, 12, 15, 16 and 44 to 46 has either approached this Court for modification of these injunction order or approached the proforma parties seeking restoration of the links, which were taken down in compliance of the aforesaid injunction orders. This omission of the said Defendants shows their acceptance of the injunction orders. Furthermore, the said Defendants have been proceeded ex-parte vide order dated 18.12.2025.

11. In view of the aforesaid, it is clear that all the averments made in the plaint and documents filed with the plaint, as well as additional pleadings are deemed to admitted. At this stage, it would be apposite to refer to Order VIII Rule 10 of the Code of Civil Procedure, 1908 [‘CPC’]. The said rule reads as under: -

“10. Procedure when party fails to present written statement called for by Court.— Where any party from whom a written statement is required under rule 1 or rule 9 fails to present the same within the time permitted or fixed by the Court, as the case may be, the Court shall pronounce judgment against him, or make such order in relation to the suit as it thinks fit and on the pronouncement of such judgment a decree shall be drawn up.”



12. It would be relevant to refer to the dicta of **Satya Infrastructure Ltd. & Ors. v. Satya Infra & Estates Pvt. Ltd.**³, wherein the Co-ordinate Bench of this Court held as under: -

“4. The next question which arises is whether this Court should consider the application for interim relief and direct the plaintiffs to lead ex parte evidence. The counsel for the plaintiffs states that the plaintiffs are willing to give up the reliefs of delivery, of rendition of accounts and of recovery of damages, if the suit for the relief of injunction alone were to be heard today.

5. I am of the opinion that no purpose will be served in such cases by directing the plaintiffs to lead ex parte evidence in the form of affidavit by way of examination-in chief and which invariably is a repetition of the contents of the plaint. The plaint otherwise, as per the amended CPC, besides being verified, is also supported by affidavits of the plaintiffs. I fail to fathom any reason for according any additional sanctity to the affidavit by way of examination-in-chief than to the affidavit in support of the plaint or to any exhibit marks being put on the documents which have been filed by the plaintiffs and are already on record. I have therefore heard the counsel for the plaintiffs on merits qua the relief of injunction.”

[Emphasis Supplied]

13. Given the fact that the plaint has been duly verified and is supported by the affidavit of the Plaintiff as well the Statement of Truth and in view of the aforesaid findings, this Court is of the view that this suit does not merit trial. This Court deems it fit to opine that the present suit is capable of being decreed in terms of Order VIII Rule 10 of CPC.

14. Accordingly, the suit is decreed for relief of permanent injunction *qua* Defendant Nos. 1, 4, 9, 12, 15, and 16 in terms of the injunction order dated 28.10.2022 and *qua* Defendant No. 44 to 46 in terms of the injunction order dated 04.01.2024 read with order dated 28.10.2022.

³2013 SCC OnLine Del 508



Directions qua Defendant Nos. 22 and 35

15. Defendant No. 22 [vide its affidavit dated 14.08.2023⁴] and Defendant No. 35 [as recorded in the order dated 06.03.2024] have already given their respective undertaking that they will not indulge in using/providing unlicensed/pirated versions of the Plaintiff's 'BUSY' software.

16. Defendant Nos. 22/Mr. Sagar Khatikvide affidavit dated 14.08.2023 undertook to never indulge in purchasing, selling, promoting in using the unlicensed/crack/pirated version of the Plaintiff's 'BUSY' software. Defendant No. 22 shall remain bound by the said undertaking.

17. Defendant No. 35/Opsis Projects India Pvt. Ltd. undertook before this Court that the said Defendant is not using the infringing software and submitted that the said Defendant has no intention to use the same anytime in future. The same finds mention in the order dated 06.03.2024. Defendant No. 35 shall remain bound by the said undertaking.

Directions qua Defendant Nos. 2, 3, 5 to 8, 10, 11, 13, 14, 20, 21, 23 to 34, 38, 39 and 43

18. Learned Counsel for the Plaintiff further submit that with respect to the remaining unserved Defendant Nos. 2, 3, 5 to 8, 10, 11, 13, 14, 21, 23 to 34, 38, 39 and 43, the Plaintiff is not pressing for any further reliefs. She states that the said Defendants may be deleted from the array of parties subject to the liberty being granted to the Plaintiff to approach this Court, by way of a fresh suit, as and when any further infringing use by the said Defendants is discovered. She states that Defendant No. 20 i.e., Ashok Kumar/John Doe may also be deleted from the array of parties.

19. The said statement is taken on record. Defendant Nos. 2, 3, 5 to 8, 10, 11, 13, 14, 20, 21, 23 to 34, 38, 39 and 43 are hereby deleted from the array of

⁴Filed by the Plaintiff as Document No. 10 under the cover of index dated 04.12.2023



parties, with liberty reserved to the Plaintiff to initiate a fresh proceeding against the said Defendants, as and when any further infringing use by the said Defendants is discovered.

20. Defendants Nos. 36, 37, 40 to 42 have already been deleted from the array of parties vide order dated 04.01.2024.

Directions qua Defendant Nos. 17 to 19

21. Since the Plaintiff has been granted liberty to initiate fresh proceedings against the Defendant Nos. 2, 3, 5 to 8, 10, 11, 13, 14, 20, 21, 23 to 34, 38, 39 and 43, the reliefs sought against Defendant Nos. 17 and 18 will also form part of the fresh proceedings, if any, is initiated by the Plaintiff. Accordingly, no directions are being issued *qua* Defendant Nos. 17 and 18. Defendant No. 19/EPIK Inc. is directed to permanently lock and suspend the domain name <https://modcrack.net> i.e., Defendant No. 12.

22. The registry is directed to prepare a decree sheet in terms of this order.

23. With the aforesaid directions, this suit along with pending applications (if any) stands disposed of.

24. All future dates stand cancelled.

MANMEET PRITAM SINGH ARORA, J

DECEMBER 22, 2025/rhc/MG