



2026:DHC:8862



\$~

* **IN THE HIGH COURT OF DELHI AT NEW DELHI****BEFORE****HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV**# **CNR No. DLHC010340452024**+ **CS(COMM) 492/2024****MRS. SHAKTI SAGAR**

W/O LATE SUBHASH SAGAR

K-1476, PALAM VIHAR, GURUGRAM

HARYANA- 122017

.....PLAINTIFF

(Through: Mr. Gaurav Bahl, Advocate.)

versus

1. **THE DELHI LAW HOUSE**
77, GOKHALE MARKET,
Delhi – 110054
2. **MOHAN SAGAR**
HOUSE NO. 19, SECTOR 15A,
NOIDA- 201301, U.P.
3. **DIVYA SAGAR**
House No. 19, Sector 15A,
NOIDA- 201301, U.P.
4. **GAURAV SAGAR**
House No. 19, Sector 15A,
NOIDA- 201301, U.P.
5. **DELHI LAW HOUSE**
THROUGH ITS PARTNER, SUBHASH SAGAR H.U.F.

Signature Not Verified

Signed By:AMIT KUMAR
SHARMA
Signing Date:07.10.2026
17:08:39

Signature Not Verified

Signed
By:PURUSHAINDRA
KUMAR KAURAV



2026:DHC:8862



REPRESENTED BY ITS KARTA, MR. VIKAS SAGAR
77, GOKHALE MARKET,
DELHI-110054

6. **SUBHASH SAGAR H.U.F.**
THROUGH ITS KARTA, MR. VIKAS SAGAR
K-1476, PALAM VIHAR, GURUGRAM
HARYANA- 122017

.....DEFENDANTS

(Through: Mr. Sanjay Vashishtha, Mr.Lavkesh Bhambhani,
Mr.Siddhartha and Mr. Aditya, Advocates for D-1 to 4.)

%

Reserved on: 29.09.2026

Pronounced on: 07.10.2026

JUDGMENT

I.A. 31143/2024 (under Order XXXIX Rules 1 and 2 of Code of Civil Procedure, 1908 (CPC))

1. The present application seeks to restrain defendant nos. 1 to 4, directly or indirectly, from using, transferring, sharing, copying or dealing in any manner whatsoever in the plaintiff's purported 47 copyrights enlisted in Schedule-A to the plaint. The prayer clause of the application reads as under:

"It is, therefore, prayed that this Hon'ble Court may be pleased to grant an order for ex-parte ad interim injunction:

a) restraining the Defendant Nos. 1, 2, 3 & 4, their partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and/or anyone acting for or on its behalf directly or indirectly, as the case may be, from using, transferring, sharing, further copying, dealing in any manner whatsoever in Plaintiff's Copyrights;

Signature Not Verified
Signed By:AMIT KUMAR
SHARMA
Signing Date:07.10.2026
17:08:39

Signature Not Verified
Signed
By:PURUSHAINDRA
KUMAR RAURAV



b) restraining the Defendant Nos. 1, 2, 3 & 4, their partners/proprietor, principal officers, affiliates, servants, agents, representatives, dealers and all others acting for and, on its behalf, from using/copying in any manner whatsoever amounting to infringement of the Plaintiff's Copyrights;

c) restraining the Defendant Nos. 1, 2, 3 & 4, its partners, directors, proprietors, subsidiaries, affiliates, franchisees, officers, servants, agents, distributors, stockists, representatives, licensees and/or anyone acting for or on its behalf directly or indirectly, as the case may be, in any manner whatsoever from passing off of the Plaintiff's Copyrights;

d) Pass ex-parte ad interim order in (a) to (c) above; and

Pass any such other order(s) as this Hon'ble Court may deem fit and proper in the fact and circumstances of the case."

2. The relief is premised on the foundational facts that the plaintiff is the daughter-in-law of late Sh. R.G. Sagar and the widow of late Sh. Subhash Sagar. The plaintiff's father-in-law and husband had expired on 09.01.1999 and 10.05.2021 respectively. Defendant no. 1, 'The Delhi Law House' ("TDLH"), is a partnership firm to have been constituted in the year 2021 by defendant no. 2 and defendant no. 3, who hold 60% and 40% share in its profit and loss respectively.

3. Defendant no. 2 is a first cousin of the plaintiff's late husband and is described in the plaint as the plaintiff's brother-in-law. Defendant no. 3 is the daughter-in-law of defendant no. 2. Defendant no. 4 is the son of defendant no. 2 and the husband of defendant no. 3.

4. Defendant no. 5, 'Delhi Law House' ("DLH"), is a partnership firm. Its present constitution, is defendant no. 6, Subhash Sagar (HUF), holding 50% share, Mohan Sagar (HUF), of which defendant no. 2 is the *karta* and defendant nos. 3 and 4 are coparceners, holding 45% share, and defendant no. 4 individually holding 5% share. Defendant no. 2 was appointed as the manager of DLH under the partnership deed dated 16.04.1996. Defendant nos. 5 and 6 are represented in these proceedings through Mr. Vikas Sagar,



the son of the plaintiff, who is the present *karta* of defendant no. 6.

5. The plaint alleges that the plaintiff's exclusive copyrights, either of her own or inherited by her through her husband and, in turn, from her father-in-law, are being misused by defendant nos. 1 to 4.

6. It is alleged that the illegal publication and sale of the literary works in which the plaintiff claims copyright, and the appropriation of the proceeds by defendant nos. 1 to 4 for their own benefit, call for an *ad interim* injunction. Out of the 47 titles claimed in Schedule-A, the titles at serial nos. 40 to 47 are stated to be those exclusively owned by the plaintiff which continue to be sold by defendant nos. 1 to 4. The plaint traces each of these titles to a certificate dated 01.04.1962.

7. The plaintiff claims to have procured five titles, namely, Anand & Iyer's Commentary on the Specific Relief Act, 1963; Gaur's Fire Arms and Forensic Ballistics; K.R. Ramaswamy Iyengar's Commentary on the Guardians and Wards Act, 1890; K. Venkoba Rao's Exclusive Treatise on the Prohibition of Benami Property Transactions Act, 1988; and Sanjiva Row's Commentary on the Law relating to the Contract Act, 1872 and Tenders. These were purchased under Invoice No. 1217 dated 23.03.2024 raised by defendant no. 1 and Invoice No. 999 dated 29.03.2024 raised by a third-party distributor.

8. It is claimed that the partnership in the name of 'Delhi Law House' has been in existence since 1981. It was orally formed between R.G. Sagar (HUF), Mohan Sagar (HUF) and B.L. Sagar (HUF), was reduced into writing in 1992, and was reconstituted on 16.04.1996 when defendant no. 6 was inducted. It was again reconstituted in 2016, when R.G. Sagar (HUF) retired from the firm and defendant no. 4 was inducted as a partner.



9. As regards title, it is claimed that late Sh. R.G. Sagar and his brother late Sh. B.L. Sagar were partners in M/s Law Book Company, Allahabad, under a partnership deed dated 02.04.1951, and retired from that firm with effect from 01.04.1961. In the settlement of his partnership account, late Sh. R.G. Sagar is stated to have been individually transferred specific copyrights. This is said to be recorded in a settlement agreement dated 05.04.1961 and in a certificate dated 01.04.1962 issued by M/s Law Book Company in his favour.

10. Late Sh. R.G. Sagar is stated to have executed a Will dated 17.10.1995 bequeathing those copyrights to his son, late Sh. Subhash Sagar. Certain guidelines titled “Guidelines on the Allocation of Copyrights” dated 01.12.1995 are stated to have been executed *inter se* the family members, allocating the right to publish the titles between DLH on the one hand and Law Publishers India Pvt. Ltd. and M/s Law Publishers on the other. Late Sh. Subhash Sagar is stated to have executed a Will dated 21.01.2021 in favour of the plaintiff. Defendant nos. 1 to 4 have referred to the latter Will variously as dated 18.01.2021 and 18.10.2021. The plaintiff, thus, draws her title from the Will dated 17.10.1995 of her father-in-law and, consequently, from the Will dated 21.01.2021 of her husband.

11. It is the plaintiff’s case that she has permitted DLH to publish the titles, but has not permitted TDLH. It is contended that the name TDLH is deceptively similar to that of DLH, and that defendant nos. 1 to 4 are running TDLH from the premises of DLH at 77, Gokhale Market, Delhi, and are using its domain name and e-mail IDs. According to the plaintiff, defendant nos. 2 and 4 disclosed in a family meeting held on 04.08.2023 that the business of DLH had been brought to an end in 2021 and diverted to



other entities. A legal notice dated 22.12.2023 followed, and the present suit was thereafter instituted.

12. Mr. Gaurav Bahl, learned counsel appearing on behalf of the plaintiff, submits that the plaintiff has an unbroken chain of title over the titles enlisted in Schedule-A. The chain runs through the certificate dated 01.04.1962, the Will dated 17.10.1995 of late Sh. R.G. Sagar and the Will dated 21.01.2021 of late Sh. Subhash Sagar. It is submitted that DLH published the titles only with the permission of the copyright owner for the time being, and that defendant no. 2, as the salaried manager of DLH since 1996, was always aware of this arrangement.

13. He submits that the catalogues of TDLH for the years 2023 and 2024, the invoice dated 23.03.2024 raised by TDLH, and the copies procured from the open market establish that defendant nos. 1 to 4 are publishing and selling the plaintiff's titles without any licence from her. The proceeds of sale, it is contended, are being remitted to the bank account of TDLH. He submits that the infringement is continuing and wilful, and that in cases of infringement of copyright an injunction must normally follow. Reliance is placed on ***Midas Hygiene Industries (P) Ltd. v. Sudhir Bhatia***.¹

14. It is further submitted that the copyrights are the individual property of late Sh. R.G. Sagar and are distinct from the assets of the partnership firm. They could not, therefore, have been relinquished by the retirement of R.G. Sagar (HUF) from DLH under the reconstitution deed dated 01.04.2016. As regards the objection under Section 12A of the Commercial Courts Act, 2015, learned counsel relies upon ***Novenco Building and***

¹(2004) 3 SCC 90.



Industry A/S v. Xero Energy Engineering Solutions (P) Ltd.,² *Yamini Manohar v. T.K.D. Keerthi*,³ *Dhanbad Fuels (P) Ltd. v. Union of India*⁴ and *Chandra Kishore Chaurasia v. R.A. Perfumery Works (P) Ltd.*,⁵ to contend that a suit alleging continuing infringement inherently contemplates urgent interim relief.

15. Mr. Sanjay Vashishtha, learned counsel appearing on behalf of defendant nos. 1 to 4, contends that the submissions of the plaintiff are baseless. It is the author who can claim the copyright over his written work. The titles in question have been authored by different writers, whose names appear on the books themselves. No assignment of copyright is valid unless it is in writing and signed by the assignor. The plaintiff has not placed on record any document of assignment by any of the authors, either in favour of M/s Law Book Company or in favour of late Sh. R.G. Sagar.

16. It is submitted that the plaintiff has placed nothing on record to show that the firm held anything more than a right to publish the books. The certificate dated 01.04.1962 is stated to be a vaguely worded, unstamped and unregistered document without any witness. It is also pointed out that the certificate finds no mention in any of the partnership deeds of 1992, 1996 or 2016.

17. It is further contended that the Will dated 17.10.1995 is surrounded by suspicious circumstances. Several reasons are given. The signature of late Sh. R.G. Sagar on the Will is disputed, and a complaint in that regard is stated to be pending at Police Station Sabzi Mandi. The Will, though

²2025 SCC OnLine SC 2278.

³(2024) 5 SCC 815.

⁴(2025) 9 SCC 424.

⁵2022 SCC OnLine Del 3529.



described in the plaint as a registered Will, bears no endorsement of registration. It excludes the four daughters of the testator. It surfaced for the first time with the present suit, and no probate has been sought. The consequent Will of late Sh. Subhash Sagar, therefore, cannot be acted upon. That Will is also stated to have been filed only in a redacted form, and its execution is questioned on account of the testator's state of health in December 2020. The guidelines dated 01.12.1995 are stated to be incomplete and to assign nothing. They are not signed by late Sh. R.G. Sagar, and their execution by the other signatories is denied.

18. Without prejudice, it is contended that by clause 3 of the reconstitution deed dated 01.04.2016, R.G. Sagar (HUF), acting through late Sh. Subhash Sagar as its *karta*, released all its right, title and interest in DLH, including its goodwill and licences.

19. Defendant nos. 1 to 4 also raise the following further pleas; **(i)** the content of the books was created and updated by defendant no. 2 as manager of DLH, so that he is the first owner under Section 17 of the Copyright Act, 1957 ("the Act"); **(ii)** the free use permitted to DLH amounts to relinquishment under Section 21 of the Act; **(iii)** the content, being judgments, is exempted under Section 52(1)(q) of the Act; and **(iv)** Sanjiva Row's Commentary, first published in 1910, is in the public domain.

20. Learned counsel further relies upon ***Yamini Manohar*** (supra) to contend that the prayer for interim relief is a device to bypass Section 12A of the Commercial Courts Act, 2015. He relies upon ***Rashiklal & Co. v. CIT***,⁶ to contend that DLH stood dissolved upon the death of late Sh.

⁶(1998) 2 SCC 49.



Subhash Sagar. He relies upon ***Dahiben v. Arvindbhai Kalyanji Bhanusali***,⁷ on the power of the Court to reject a vexatious plaintiff. Lastly, he relies upon ***State of U.P. v. Ram Sukhi Devi***,⁸ to contend that the final relief cannot be granted at the interim stage. It is, thus, submitted that there is neither any *prima facie* case, nor does the balance of convenience lie in favour of the plaintiff, and no irreparable injury has been shown.

21. Defendant no. 5 has filed its written statement through Mr. Vikas Sagar, the son of the plaintiff and the *karta* of defendant no. 6. It admits every averment made in the plaint and supports the reliefs sought. These admissions, made by a party aligned with the plaintiff, do not bind defendant nos. 1 to 4, against whom alone the injunction is sought.

22. The principles governing the grant of an interim injunction are well settled. The Supreme Court, in its recent decision in ***Shruti Manav Sharma v. Sunanina Singh***,⁹ after referring to ***Wander Ltd. v. Antox India (P) Ltd.***¹⁰ and ***Dalpat Kumar v. Prahlad Singh***,¹¹ restated those principles as under:

“25. The classic modern statement is Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719:

“The existence of the prima facie right and infringement of the enjoyment of his property or the right is a condition for the grant of temporary injunction. Prima facie case is not to be confused with prima facie title which has to be established, on evidence at the trial. Only prima facie case is a substantial question raised, bona fide which needs investigation and a decision on merits.”

26. This Court elucidated the meaning of expression ‘prima facie case’ in Gujarat Bottling Co. Ltd. & Ors. (supra) to mean that the Court should be satisfied that there is a serious question to be tried at the hearing, and there is a probability that of plaintiff obtaining the relief at the conclusion

⁷(2020) 7 SCC 366.

⁸(2005) 9 SCC 733.

⁹2026 SCC OnLine SC 1549.

¹⁰1990 Supp SCC 727.

¹¹(1992) 1 SCC 719.



of the trial on the basis of the material placed before the Court. ...

* * *

32. A party is not entitled to an order of injunction as a matter of right. The grant of interlocutory injunction is a remedy which is discretionary in nature. However, such a discretion has to be exercised on the touchstone of trinity test viz. *prima facie* case, balance of convenience and irreparable injury. It is equally well settled legal proposition that the temporary injunction being an equitable relief, the discretion to grant such relief will be exercised only when the plaintiffs conduct is free from blame and he approaches the Court with clean hands.”

23. The three conditions are cumulative. The applicant must satisfy each of them. Failure to satisfy any one of them would result in the rejection of the application.

24. The Supreme Court in ***Shruti Manav Sharma*** (supra) has also cautioned against conducting a mini-trial at the interlocutory stage in the following terms:

“40. We accordingly do not approve the practice of writing lengthy, merits-laden orders, whether at the interlocutory stage or in appeal from it, on applications for temporary injunction, and emphasise that courts confine such orders to recording, with reasons, their findings on the three settled conditions of *prima facie* case, balance of convenience and irreparable injury, without embarking upon an examination of the final merits or the probable outcome of the issues that properly arise for trial.”

25. Bearing the above in mind, this Court confines itself to examining whether the plaintiff has shown the existence of a *prima facie* right in her favour which is being infringed, and whether the other two conditions are satisfied.

26. A perusal of the pleadings and consideration of the arguments would clearly indicate that the suit is premised mainly on the basis of two purported Wills. The plaintiff is not the author of the books. The question whether she can claim any copyright over literary works which were authored by different writers and published by a partnership firm, and



whether she has any indefeasible right therein, is an issue which would require greater scrutiny and adjudication.

27. The scheme of the Act would indicate that the author is the first owner of copyright in a work. Section 17 of the Act, insofar as it is relevant, provides:

“17. First owner of copyright.—Subject to the provisions of this Act, the author of a work shall be the first owner of the copyright therein: ...”

28. Any person other than the author can derive title only by an assignment under Section 18 of the Act, or by transmission in the manner recognised by the Act. Section 19(1) of the Act prescribes the mode of assignment:

“(1) No assignment of the copyright in any work shall be valid unless it is in writing signed by the assignor or by his duly authorised agent.”

29. The Supreme Court in **Indian Performing Right Society Ltd. v. Eastern India Motion Pictures Assn.**,¹² held as under:

“7. ... It is accordingly held that an existing and future right of music composer and lyricist in their respective “works” as defined in the Act is capable of assignment subject to the conditions mentioned in Section 18 of the Act, as also in Section 19 of the Act which requires an assignment to be in writing, signed by the assignor or by his duly authorised agent.

30. The position was no different for works made before the Act came into force on 21.01.1958. Those works were governed by the Copyright Act, 1911, as extended to India and modified by the Indian Copyright Act, 1914. Section 5 of the Copyright Act, 1911 reads as under:

“5.—(1) Subject to the provisions of this Act, the author of a work shall be the first owner of the copyright therein: ...

(2) The owner of the copyright in any work may assign the right, either wholly or partially, ... and either for the whole term of the copyright or for any part thereof, and may grant any interest in the right by licence, but no

¹²(1977) 2 SCC 820.





such assignment or grant shall be valid unless it is in writing signed by the owner of the right in respect of which the assignment or grant is made, or by his duly authorised agent: ...”

31. Some of the titles in question were first published long before 21.01.1958. According to the plaint itself, Sanjiva Row’s Commentary was first published in 1910, the third edition of Anand & Iyer’s Commentary in 1949, and Ramaswamy Iyengar’s Commentary in 1953. Others were first published in 1958 and 1962. Under either regime, the author was the first owner of the copyright, and a third person could acquire it only by an assignment in writing signed by the owner.

32. A coordinate Bench of this Court in **Tech Plus Media (P) Ltd. v. Jyoti Janda**,¹³ held that a plaintiff who is not the author must disclose the work, its author and the instrument under which the author made the plaintiff the owner of the copyright:

“20. ... The plaintiff is a juristic person and is incapable of being the author of any work in which copyright may exist. However the plaintiff can be the owner of a copyright under an agreement with the author of the said work. For the plaintiff to maintain the present suit, it is incumbent upon the plaintiff to disclose the said work and the author thereof and the agreement under which the author has made the plaintiff the owner of the copyright in the said work. The plaintiff has not done so. ...”

33. The same principle applies with greater force to a plaintiff who claims to be a remote successor of an assignee. The books in question bear the names of their respective authors. Section 55(2) of the Act raises a presumption, until the contrary is proved, that the person whose name appears on the work as its author is the author. This Court in **Najma Heptulla v. Orient Longman Ltd.**,¹⁴ observed:

“(17) The term ‘Author’ has been defined, not that the definition is of any

¹³CS(OS) 119/2010, decided on 29.09.2014 (Delhi High Court).

¹⁴AIR 1989 Del 63.



assistance, in Section 2(d) as meaning “in relation to a literary or dramatic work, the author of the work”. Section 55(2), however, provides that where in a literary work a name purporting to be that of an author appears on the work as published then the person whose name so appears shall be presumed, unless the contrary is proved, to be the author of the work.”

34. Late Sh. R.G. Sagar was a publisher. He is not claimed to be the author of any of these works. On the plaintiff’s own showing, his title rests on the certificate dated 01.04.1962 issued by M/s Law Book Company. At best, that document records a transfer from M/s Law Book Company to late Sh. R.G. Sagar. The plaint does not disclose how M/s Law Book Company itself acquired the copyright from the authors. No assignment by any of the authors, whether in favour of M/s Law Book Company or in favour of late Sh. R.G. Sagar, has been placed on record. This specific objection has been taken by defendant nos. 1 to 4, and the replication meets it only with a bare denial. The root of the plaintiff’s title is, therefore, not disclosed at this stage.

35. The two Wills cannot fill this gap. A legatee takes only what the testator held. In ***Najma Heptulla*** (supra), this Court, while dealing with the rights of the legal representatives of a deceased author, observed:

“(33) It would be immaterial whether Maulana Azad was the sole or the joint author of the said book. With his death the agency, if any, in favor of Prof. Kabir, stood terminated. Whatever rights were with Maulana Azad thereafter vested in his legal representatives. ...”

36. The decision in ***Academy of General Education, Manipal v. B. Malini Malliya***,¹⁵ on which the plaintiff’s claim of title by bequest would ordinarily draw support, is clearly distinguishable. There, the testator, Dr. K. Shivarama Karanth, was himself the author of the works. His Will expressly

¹⁵(2009) 4 SCC 256.



vested the copyrights in all his literary works in the legatee. Further, before the Supreme Court, the appellants did not dispute the legatee's title. The Supreme Court recorded:

"9. Dr. Rajiv Dhavan, learned Senior Counsel appearing on behalf of appellants in his usual fairness conceded:

i. The copyright in the literary work has been assigned by reason of the said Will in favour of the respondent in terms of clause 12 of the Will. ...

* * *

13. Indisputably, in view of the submissions made at the bar, respondent had acquired copyright in respect of seven Yakshagana Prasangas as also in respect of Yakshagana dramatic or theatrical form as a residuary legatee in terms of clause 12 of the Will dated 18.6.1994."

37. In the present case, neither of the testators was an author, and the title of the first testator is itself not established. Both Wills are seriously disputed. The execution of the Will dated 17.10.1995 and the signature of the testator are denied. The plaintiff describes it as a registered Will, whereas defendant nos. 1 to 4 assert that it bears no endorsement of registration. Neither Will has been proved, nor has probate been obtained. Even the date of the Will of late Sh. Subhash Sagar is not consistently stated in the pleadings. The guidelines dated 01.12.1995 are not signed by late Sh. R.G. Sagar, and at best record an arrangement for the use of the titles. They do not constitute an instrument of title.

38. Whether these documents are genuine is a matter for trial on evidence, and this Court refrains from returning any finding thereon. For the present purpose, it is sufficient to note that a claim to copyright which rests on disputed testamentary instruments, and whose root in an assignment by the authors is not disclosed, does not demonstrate the existence of a *prima facie* right as contemplated in **Dalpat Kumar** (supra).



39. There is yet another aspect. The plaintiff's own case, and the recital in the Will dated 17.10.1995, is that late Sh. R.G. Sagar had allowed DLH "free use" of these copyrights. Defendant nos. 2 and 4 are, admittedly, partners or members of the partners of DLH, and defendant no. 2 has been its manager since 1996. The plaintiff's grievance that the business of DLH has been diverted to TDLH, and that the premises, website and e-mail IDs of DLH are being used by TDLH, is intrinsically connected with the affairs of the partnership. The plaintiff has, however, expressly stated in the plaint that she seeks no relief in respect of any partnership dispute. In respect of Sanjiva Row's Commentary, the plaintiff's own case is that the copy was published by DLH with her permission and was merely sold under a jacket and invoice of TDLH. Whether such a sale would amount to an infringement of the plaintiff's copyright, as distinct from a grievance of DLH, is itself a matter requiring trial.

40. Defendant nos. 1 to 4 have also raised several alternative pleas under Sections 17, 21 and 52(1)(q) of the Act, and on the reconstitution deed dated 01.04.2016. This Court need not examine those pleas at this stage. At the interlocutory stage, the burden lies upon the plaintiff to establish a *prima facie* right in her favour. Whatever the merit of the defence, it does not relieve the plaintiff of that burden.

41. The reliance placed by the plaintiff on **Midas Hygiene** (supra) does not advance her case. The Supreme Court held:

"5. The law on the subject is well settled. In cases of infringement either of trade mark or of copyright, normally an injunction must follow. Mere delay in bringing action is not sufficient to defeat grant of injunction in such cases. The grant of injunction also becomes necessary if it prima facie appears that the adoption of the mark was itself dishonest."

42. The principle that an injunction must normally follow presupposes



that the plaintiff has, at least *prima facie*, established her ownership of the copyright. In **Midas Hygiene** (supra), the plaintiff's copyright stood registered and its prior use was established on documents. The question of infringement arises only once ownership is shown. Since the plaintiff has not been able to show a *prima facie* right in the copyrights claimed, the question of infringement does not arise at this stage.

43. As regards prayer (c), the action of passing off protects goodwill and reputation. The only goodwill pleaded in the plaint is that of DLH, built over four decades of publishing. The plaintiff is admittedly not a partner of DLH, and she has disclaimed any relief relating to the partnership. No goodwill of the plaintiff has been shown, and no *prima facie* case of passing off is made out.

44. Accordingly, the plaintiff has failed to make out a *prima facie* case for the grant of an interim injunction.

45. Since the plaintiff has failed to satisfy the first condition, the application is liable to fail on that ground alone. Even otherwise, the balance of convenience does not lie in favour of the plaintiff. The titles in question have been published for decades under the banner of DLH, a family business managed by defendant no. 2. The plaintiff's grievance is, in substance, about the share in the revenues earned from the titles. This is evident from her own prayer for rendition of accounts and damages. In comparable circumstances, this Court in **Najma Heptulla** (supra) declined an injunction to the legal representative of an author and observed as under:

“(38) There is also considerable force in the contention of Ms. Anand that the book India Wins Freedom having been published for the last 30 years in terms of the agreement dated 2nd September, 1958, without any objection by Fatima Begum or any of her descendants or descendants of late Maulana Azad, the balance of convenience is against the plaintiff and



no injunction should be granted especially when no irreparable loss or injury would be caused to the plaintiff as defendant No. 1 can always be directed to keep true and correct accounts in respect of the sale of the aforesaid book. ... When the desire, intention and direction of the author was for the publication of the book then the only interest which a legal representative of the deceased author, as a holder of the copyright can have is to adequate royalty from the publication of the work. As long as this right of the holder of the copyright, who is not the author, is secured, it would not be advisable or proper for the courts to injunct or restrain the publication of the work. ...”

46. The plaintiff stands on a weaker footing than the plaintiff in **Najma Heptulla** (supra), because her own title is not *prima facie* established. Restraining defendant nos. 1 to 4 from dealing in these titles until the conclusion of the trial, on the strength of a title which is yet to be shown, would cause them greater inconvenience than any that the plaintiff would suffer if the injunction is declined.

47. The plaintiff has also failed to show any irreparable injury. The loss alleged is the loss of revenue from the sale of books. That loss is capable of computation, and the plaintiff has herself sought a decree for the sums ascertained upon rendition of accounts. In **Shruti Manav Sharma** (supra), the Supreme Court found an irreparable injury in the loss of controlling shareholding in family companies precisely because, as it observed:

“33. ... it is not mere financial loss capable of computation and recovery from a solvent party, of the kind that courts, following Evans Marshall & Co. Ltd. v. Bertola SA, have held to be adequately met by an award of damages. ...”

48. The injury alleged in the present case is of the latter kind. It can, if the plaintiff ultimately succeeds, be adequately compensated by an award of damages.

49. In view of the foregoing discussion, the plaintiff has failed to make out a *prima facie* case. The balance of convenience is not in her favour, and



2026:DHC:8862



she has not shown that she would suffer any irreparable injury if the interim injunction is declined.

50. The application is, accordingly, dismissed.

51. It is clarified that the observations made hereinabove are only *prima facie* and for the purpose of deciding the present application. They shall not be construed as an expression of opinion on the merits of the case. The questions of authorship, assignment, the genuineness and effect of the Wills dated 17.10.1995 and 21.01.2021, the certificate dated 01.04.1962, the guidelines dated 01.12.1995, the reconstitution deed dated 01.04.2016, and the pleas of defendant nos. 1 to 4, shall all be decided at the time of trial on the basis of the evidence led, uninfluenced by any observation made herein. All contentions of the parties are left open.

CS(COMM) 492/2024 & I.A. 43494/2024

52. List before the concerned Joint Registrar on date already fixed 29.10.2026.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

OCTOBER 07, 2026

aks/NK.