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

+ **CS(COMM) 1228/2025 & I.As. 28386-92/2025**

DASSAULT SYSTEMES SOLIDWORKS CORPORATION & ANR.
.....Plaintiffs

Through: Mr. Shantanu Sahay, and Ms. Manvi
Panwar, Advocates.

versus

MR. MADHAV ARORA & ORS.Defendants

Through: None.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **14.11.2025**

I.A. 28392/2025 (for exemption from filing legible/ typed copies of dim/illegible copies of documents)

1. This is an application filed by the Plaintiffs under Section 151 of the Code of Civil Procedure, 1908 ['CPC'], seeking exemption from filing fair and typed copies of the dim documents, which have been filed with the suit.

2. Subject to the Plaintiffs filing fair typed, clear and legible copies of the dim documents within four (4) weeks from today, exemption is granted for the present.

3. Accordingly, the captioned application stands disposed of.

I.A. 28391/2025 (seeking exemption from pre-litigation mediation with the Defendants)

4. This is an application filed by the Plaintiffs under Section 12A of the Commercial Courts Act, 2015, read with Section 151 of CPC, seeking exemption from instituting pre-litigation mediation under Section 12A of the



Commercial Courts Act, 2015 [‘Act of 2015’], read with Section 151 of the CPC.

5. Having regard to the fact that the present suit contemplates urgent interim relief, and in light of the judgment of the Supreme Court in **Yamini Manohar v. T.K.D. Keerthi**¹, exemption from the requirement of pre-institution mediation is granted to the Plaintiffs.

6. Accordingly, the application stands disposed of.

I.A. 28390/2025 (for exemption from advance service to the defendants)

7. This is an application filed under Section 151 of CPC, on behalf of the Plaintiffs seeking exemption from service to the Defendants.

8. In view of the fact that the Plaintiffs have sought an ex parte ad-interim injunction along with the appointment of Local Commissioners, the exemption from effecting service upon the Defendants at this stage is granted.

9. Accordingly, the application stands disposed of.

I.A. 28389/2025 (seeking permission to file audio recording in pen-drive)

10. This is an application under Section 151 of the CPC, filed by the Plaintiffs, seeking permission to take the pen-drive on record containing a video recording on the machine of the Plaintiffs showing the patented process.

11. The Plaintiffs are directed to file the pen-drive in accordance with Rule 24 of the Delhi High Court (Original Side) Rules, 2018 [‘DHC Rules’].

12. Registry may receive an electronic record on a pen-drive so long as it is encrypted with a hash value or in any other non-editable format. The video recording contained in pen-drive be placed in the electronic record of the present suit in a format that is non-editable, so that the same can be viewed

¹ (2024) 5 SCC 815



by the court during the hearing.

13. With the aforesaid directions, this application stands disposed of.

I.A. 28388/2025 (seeking permission to file additional documents)

14. This is an application filed by the Plaintiffs seeking leave to file additional documents under Order XI Rule 1(4) of CPC [as amended by the Act of 2015], read with Section 151 CPC, within thirty [30] days.

15. The Plaintiffs, if they wish to file additional documents, will file the same within thirty [30] days from today, and they shall do so strictly as per the provisions of the Commercial Courts Act and the DHC Rules.

16. For the reasons stated in the application, the same is allowed.

17. Accordingly, the application is disposed of.

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18. Let the plaint be registered as a suit.

19. Issue Summons.

20. Summons be issued to Defendants through all permissible modes on filing of the process fee. Affidavit of service be filed within two [2] weeks.

21. The summons shall indicate that the written statement[s] must be filed within thirty [30] days from the date of receipt of the summons. The Defendants shall also file affidavit[s] of admission/denial of the documents filed by the Plaintiffs, failing which the written statement[s] shall not be taken on record.

22. The Plaintiffs are at liberty to file replication[s] thereto within thirty [30] days after filing of the written statement[s]. The replication[s] shall be accompanied by affidavit[s] of admission/denial in respect of the documents filed by Defendants, failing which the replication[s] shall not be taken on record.



23. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

24. Any party seeking inspection of documents may do so in accordance with the DHC Rules.

25. List before the learned Joint Registrar (J) on **22.12.2025**.

26. List before Court on **17.03.2026**.

I.A. 28386/2025(application under Order XXXIX Rule 1 and 2 CPC seeking interim injunction)

27. The present application under order XXXIX Rule 1 and 2, read with Section 151 of the CPC, has been filed by the Plaintiffs, seeking ex parte ad-interim injunction against the Defendants.

28. The underlying suit has been filed by the Plaintiffs seeking permanent injunction restraining infringement of copyright, passing of, rendition of accounts of profit, damages, and other ancillary reliefs.

29. Mr. Shantanu Sahay, learned counsel for the Plaintiffs, sets up the Plaintiffs' case as under:

29.1. Plaintiff No.1 is the owner of the copyright in its software, i.e., SOLIDWORKS, which is the subject matter of the present suit. All software programmes and user instruction manuals in respect thereof are 'literary works' capable of protection under the Copyright Act, 1957 ['Act of 1957']. The said literary works have been created and written for the Plaintiffs by their own employee during the course of their employment with the Plaintiffs, and therefore, as per the doctrine of 'Work for hire', Plaintiff No. 1 is the 'first owner' of the said copyright as defined under the Act of 1957. Plaintiff No.2 is the sister concern of Plaintiff No.1 and carries on its business activities in India through Plaintiff No.2.



29.2. The Plaintiffs are widely known for developing software programs i.e., three-dimensional ['3D'] simulation Computer-Aided Design ['CAD'], Computer-Aided Manufacturing ['CAM'], and Computer-Aided Engineering ['CAE']. These software programs bring the entire process of designing, innovating, and manufacturing a product onto a computer system.

One such software programme of the Plaintiffs is SOLIDWORKS ['Plaintiffs' Software programs'], which is a CAD software aimed at modelling and simulating 3D solid products.

29.3. Plaintiffs operate on the basis of a licensing system, wherein the customers acquire the right to use the software and not ownership. Plaintiffs' Software programs are licensed through internet delivery, during which process the customer agrees to the terms of the Customer License and Online Services Agreement ['CLOSA'] prior to software installation for the requisite number of computers on which the software programme has been loaded/installed for concurrent use at its premises

After the customer agrees to the terms of the CLOSA, authorised representatives of the Plaintiffs send the license key to the customer's registered e-mail address, following which the installation of the software is possible.

29.4. The Plaintiffs maintain an extensive and frequently updated database of all their licensees who have acquired valid licenses for the Plaintiffs' Software. Therefore, any person/entity using Plaintiffs' Software in a manner that goes beyond the CLOSA is in breach of contractual rights with the Plaintiffs, and will also have violated the intellectual property rights subsisting within the Plaintiffs' Software programs.

29.5. The Plaintiffs keep a check on the security of their software by a



technology called ‘phone home’ technology built into the Plaintiffs’ software, which verifies whether the Plaintiffs’ software is being used in accordance with the terms of the CLOSA or not.

Overview of the Defendants

29.6. Defendant No.1/Madhav Arora is one of the directors of Defendant No.2/Premnath Rail Private Limited.

29.7. Defendant No.4/Vipin Arora is one of the partners of Defendant No.3/Premnath Engineering Works.

29.8. Defendant Nos. 1, 2, 3, and 4 shall be referred to as the ‘Defendants’ hereinafter.

29.9. On Defendant No.2’s website <https://premnathrail.com/>, it is claimed that it is engaged in research, design and manufacturing of mechanised solutions for the construction and maintenance of railway lines.

29.10. The Defendants started their business as Premnath Engineering Works and subsequently, under the leadership of Defendant No.4, ventured into the railway equipment industry by developing a Rail-Road Vehicle for the construction of the Delhi Metro.

Affiliation inter-se parties

29.11. It is stated that Defendant No.3 possesses four [4] SolidWorks Standard Package licenses purchased on 01.01.2021. The licenses do not have any active support, and Defendant No.3 is only entitled to use the basic features of the software of the Plaintiffs and as per the terms of the License Agreement.

Knowledge about Defendants’ Infringement

29.12. In July 2023, the Plaintiffs learnt that the Defendants had been using pirated/unauthorised versions of SolidWorks software at their offices. A check by the Plaintiffs on their Exalead Portal for Infringement Hits revealed



that the Defendants were using pirated/unauthorised versions of SolidWorks software on at least one [1] computer system.

29.13. The Plaintiffs issued a Legal Notice on 21.07.2023, inviting the Defendants to amicably resolve the matter. In furtherance of the same Plaintiffs external License Compliance Consultant sent an email on 24.07.2023, 27.07.2023 and 09.08.2023 enclosing evidence of continued infringement by the Defendants, and reiterating need to regularise the unauthorized use. However, the Defendants failed to revert to any of the emails. Moreover, during a telephonic conversation between the Compliance Consultant and the Defendants, the Defendants denied any unauthorized usage.

29.14. In May 2025, the Plaintiffs learnt about the continued unauthorized infringement of the Plaintiff's Software programs by the Defendants. On carrying out an internal verification, the Plaintiffs learnt that the piracy of Plaintiffs' software program by the Defendants had increased, and the infringement hits were now being received from twelve [12] unique machines. On 29.05.2025, Plaintiffs' License Compliance Senior Manager addressed another email to the Defendants, calling upon the Defendants to engage in discussions towards regularization of the software usage. Even, a follow-up email was sent on 06.06.2025; however, the Defendants yet again failed to respond.

29.15. The summary details of the infringement as per the Exalead Portal have been mentioned in paragraph '47' of the plaint and are reproduced in the table below:



Sl. No	Computer Details	First Date of Infringement	Last Date of Infringement	Software Infringed	Email Domain(s)	No. of Infringements
1.	1c1b0d6f2099, 503eaa7133a2, 1c1b0d6f2097, 408d5c425b9e	25/09/2019	16/08/2025	SOLIDWORKS/3D CAD	premnathrail.com	621
2.	38fc9885fb42	27/12/2022	11/01/2023	SOLIDWORKS/3D CAD	-	3
3.	88d82eea45f7, d85ed348db46	03/01/2023	29/09/2024	SOLIDWORKS/3D CAD	-	15
4.	00e02d689c9f	27/03/2023	08/04/2023	SOLIDWORKS/3D CAD	-	4
5.	00224daff3a1	02/05/2023	11/05/2023	SOLIDWORKS/3D CAD	-	5
6.	b4ae2bec78c6	23/05/2023	19/06/2023	SOLIDWORKS/3D CAD	premnathrail.com	17
7.	f80dac69ff9e, 28cdc49aa2c5, 00155d901860, 00155de9734d	26/06/2023	04/08/2023	SOLIDWORKS/3D CAD	-	5
8.	74563c346a29	24/08/2023	24/08/2023	SOLIDWORKS/3D CAD	-	1
9.	4c034f0c7a92, d85ed3990a58	19/05/2024	30/01/2025	SOLIDWORKS/3D CAD	-	18
10.	74563ce394ad, e40d36bc5a34	12/05/2025	28/10/2025	SOLIDWORKS/3D CAD	premnathrail.com	165
11.	10ffe08ef9c1, 0072ee14a64a	11/06/2025	11/10/2025	SOLIDWORKS/3D CAD	premnathrail.com	47
12.	10ffe08ef8f8, 0072ee135556	04/07/2025	25/09/2025	SOLIDWORKS/3D CAD	premnathrail.com	61
Total Computer Systems: 12				Total Infringement Hits: 962		

29.16. The table shows pirated software was used on at least twelve [12] computer systems, generating a total of Nine-hundred and Sixty [‘962’] Infringement Hits. Furthermore, the email domain ‘premnathrail.com’, which is the name of Defendant No.2 company, has also been captured in the aforesaid report.

30. It is stated that the Plaintiffs availed the services of an independent



investigator, who conducted a telephonic investigation of two [2] individuals [both employees of Defendant No.2]. The said employees confirmed that there are more than 15-20 design engineers working at Defendant No.2, and all of them are using SolidWorks from two offices located at Gurukul Industrial Area and FBD ONE, Faridabad, Haryana.

31. It is stated that subsequently, on 07.11.2025, the Investigator conducted a physical visit to the said premises, confirming the Defendants' operations from both locations through on-site observation and photographs. These findings of the investigator corroborated the Infringement Hits recorded on the Exalead Portal, evidencing large-scale unauthorised use of Plaintiff No. 1's SolidWorks software.

32. It is stated that the Defendants have taken no steps to cease or rectify their unauthorised use of the Plaintiffs' software or to obtain the requisite licenses. On the contrary, the Defendants have escalated their infringing conduct by increasing the number of unauthorised installations from one [1] computer system in 2023 to at least twelve [12] computer systems in 2025. Despite this, the Plaintiffs have, over several months, made sustained and good-faith efforts to engage the Defendants in amicable discussions with a view to resolving the dispute without resorting to litigation.

33. It is stated that the Defendants' infringing acts not only cause substantial harm to the Plaintiffs but also result in the Defendants' unjust enrichment, as they derive commercial benefit from work created through the use of unlicensed software programs.

Court's Findings

34. This Court has heard the learned counsel for the Plaintiffs and perused the record.



35. Upon perusal of the averments in the plaint, especially the table reproduced at paragraph ‘47’ of the plaint as well as investigators report it prima facie appears that the Defendants have repeatedly and knowingly used unauthorised versions of the Plaintiffs’ software SOLIDWORKS. The infringement report filed discloses a substantial number of infringement hits over several years, with unauthorised installations increasing from one [1] in 2023 to twelve [12] in 2025. The Plaintiffs’ independent investigation further reveals that the Defendant No. 2’s employees use the pirated versions of the Plaintiffs’ software.

36. The Plaintiff has also extensively pleaded the notices of cease-and-desist issued to the Defendants in July-August 2023, and May-June, 2025. There is no written response by the Defendants to these notices disputing the claims of infringement. It prima facie appears that the Defendants, on multiple occasions and even after receipt of legal notices, have continued to infringe the Plaintiffs’ copyright in the SOLIDWORKS program. Such consistent and continuing unauthorised use is neither isolated nor inadvertent, but clearly indicative of mala fide intent. There is no dispute that Plaintiff is the owner of the copyright in its software SOLIDWORKS and Defendant cannot have any legal right to use unlicensed software.

37. In view of the averments made in the plaint and submissions made by the learned counsel for the Plaintiffs, a prima facie case is made out in favour of the Plaintiffs for the grant of an ex parte ad interim injunction. Balance of convenience is also in favour of the Plaintiffs. Irreparable loss, harm and injury would be caused to the Plaintiffs if the Defendants are allowed to continue use of pirated/unauthorised versions of Plaintiffs’ SOLIDWORKS software program.



38. Accordingly, till further orders, the Defendants, their principal officers, directors, agents, franchisees, servants, and all others acting for and on their behalf at the Defendants premises, are hereby restrained from:

- i. Directly or indirectly using for any kind of computer related activities or otherwise in any other manner, any pirated/unlicensed/unauthorized software programs of the Plaintiffs SOLIDWORKS software program or reproducing and distributing any pirated/unlicensed/unauthorized software of the Plaintiffs in contravention of the terms of the License Agreement or infringing in any other manner or causing or enabling or assisting others to infringe the copyrights of the Plaintiffs' 'SOLID WORKS' software and their various versions developed by the Plaintiffs in any manner;
- ii. Directly or indirectly 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 their software programs, including SOLIDWORKS and its various versions and software-related documentation developed by the Plaintiffs.

39. Issue notice to the Defendants, through all permissible modes, upon filing of process fees, returnable on the next date of hearing.

40. Reply be filed within four [4] weeks from receipt of notice. Rejoinder thereto, if any, be filed within four [4] weeks thereafter.

41. In view of the fact that the Plaintiffs have sought appointment of Local Commissioners, the very purpose of the grant of ex parte ad interim injunction would be defeated if the Defendants are given notices contemplated in Order XXXIX Rule 3 of CPC prior to the execution of the commission. Hence, it is



directed that the Plaintiffs shall serve notice under Order XXXIX Rule 3 of CPC at the time of execution of the Local Commission, which shall not be later than two [2] weeks from today.

42. List before the learned Joint Registrar (J) on **22.12.2025**.

43. List before Court on **17.03.2026**.

I.A. 28387/2025 (for appointment of Local Commissioner)

44. This is an application filed under Order XXVI, Rules 4, 9, and 10, and Order XXXIX Rule 7 read with Section 151 of CPC, seeking appointment of two [2] Local Commissioners.

45. In order to ensure that the injunction is fully complied with and to preserve the evidence of infringement, this Court deems it appropriate to appoint two [2] Local Commissioners, the appointment is confined thereto.

<u>S.No.</u>	<u>ADDRESSES</u>	<u>Details of Local Commissioners</u>
1.	Plot No. 23/I-E, Gurukul Industrial Area, Gurukul Indraprastha, Faridabad, Haryana, India- 121003	Ms. Anubhuti Garg, Advocate E. No. UP/15867/21 M. No. 9133910965
2.	Second Floor, FBD ONE, Zero Meters from Delhi- Faridabad Border, Bye-Pass Road, Sector 37, Faridabad, Haryana 121003	Mr. Samarth Luthra, Advocate E. No. D/3996/2023 M. No. 9953998888

46. The mandate of the Local Commissioners is as under:

- i. The Local Commissioners, along with a representative of the Plaintiffs (along with two (2) technical experts) and their counsel, shall be permitted to enter upon the premises of the Defendants mentioned hereinabove, or any other location/premises that may be



identified, during the course of the commission, in order to conduct the search and seizure.

- ii. The Local Commissioners shall inspect the Hard Disks of the computers, compact discs and/or other storage/replicating media, with the help of Technical Experts of the Plaintiffs and determine if the aforesaid storage/ replicating media contain pirated/counterfeit/ unlicensed versions of the Plaintiffs' software programmes.
- iii. The evidence of any of the Plaintiffs' programmes, which may be available on the Defendants' system, shall be copied on a hard drive and the computers shall be released back to the Defendants, provided they give an undertaking to pay the license fee to the Plaintiffs as may be determined by this Court, upon entering appearance in the matter. The Local Commissioners shall get the said undertaking executed by the Defendants.
- iv. The Local Commissioners, with the help of Technical Experts of the Plaintiffs, shall prepare audit reports/license summaries/inventories of the aforesaid storage/replicating media.
- v. If the computers and/or other storage/replicating media of the Defendants are password protected, the Defendants shall make accessible the said password[s] so as to enable the Local Commissioners to execute the commission.
- vi. In case, the Defendants are unwilling to furnish an undertaking to the Local Commissioners stipulated at (iii) above, the Local Commissioner shall seize and seal the computer CPUs, compact discs, and/or other storage/replicating media as found to contain unlicensed/pirated/counterfeit versions of any of the Plaintiffs



software programs and return the said seized and sealed items on superdari to the Defendants with a direction to produce the same before this Court, without tampering with them in any manner, as and when directed by this Court.

- vii. The Local Commissioners are permitted to take photographs and video-graph of the proceedings of the commission, if it is deemed appropriate.
- viii. Both parties shall provide assistance to the Local Commissioners for carrying out the aforesaid directions.
- ix. In case the premises are found locked, the Local Commissioner shall be permitted to break open the lock[s]. To ensure an unhindered and effective execution of this order, the Station House Officer [SHO] of the jurisdictional Police Station is directed to render all assistance and protection to the Local Commissioner as and when sought.
- x. After the execution of the commission, the Defendants are free to approach the Court within a period of two [2] weeks, if they intend to obtain the license of the Plaintiffs' software.

47. The order passed today shall be communicated by the Local Commissioners to the Defendant.

48. The local commission is to be executed within two [2] weeks from today. The extended time is granted in view of the intervening Diwali vacation. The Local Commissioners shall file the reports within a period of two [2] weeks from the date on which the commission is executed.

49. If the Defendants exercise the option enlisted at paragraph 46[iii], the Defendants will be free to negotiate with the Plaintiffs and their representatives for the purpose of obtaining the licenses. However, if the



Defendants do not obtain licenses from the Plaintiffs and also do not approach the Court within a period of two [2] weeks after execution of the commission, the Plaintiffs are free to move an application seeking sealing of the computer systems of the Defendants.

50. The fee of the Local Commissioners is fixed at Rs.2,50,000/- each, excluding out-of-pocket expenses, travel expenses, and accommodation expenses, etc., which are to be borne by the Plaintiffs.

51. Accordingly, this application stands disposed of.

52. The order passed today shall not be uploaded for a period of two [2] weeks to enable the execution of the commission.

53. Either the learned counsel for the Plaintiffs or the learned Local Commissioner is directed to collect a certified copy of this order from the Registry [Dispatch Branch] before execution of the Commission.

54. The learned Local Commissioner shall carry the certified copy of this Order for execution of the Commission, and a copy of the same shall be served upon the Defendant by the learned Local Commissioner at the time of the execution of the Commission.

55. Copy of this order to be given *dasti* under the signatures of the Court Master.

MANMEET PRITAM SINGH ARORA, J

NOVEMBER 14, 2025/rhc/aa