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

Reserved on: 16th October, 2025
Pronounced on: 08th December, 2025

\+ CS(COMM) 745/2023 & I.A. 7189/2024

ZEE ENTERTAINMENT ENTERPRISES LIMITED .....Plaintiff
Through: Mr. Akhil Sibal, Sr. Adv. with Ms. Kripa Pandit, Mr. Harsh Kaushik, Mr. Harsh Prakash, Ms. Ridhie Bajaj, Ms. Sarah Haque, Mr. Christopher Thomas, Advocates
(M:9625246474)

versus

MOHALLA TECH PRIVATE LIMITED .....Defendant
Through: Mr. Darpan Wadhwa and Ms. Swathi Sukumar, Sr. Advocates along with Mr. Sandeep, Ms. Kanak Malik, Mr. Tejasvi Mahajan and Mr. Ritik Raghuvanshi, Advocates
Mob: 9780045638

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

JUDGEMENT

I.A. 7189/2024

1. The present application has been filed on behalf of the defendant, i.e., Mohalla Tech Private Limited, under Order VII Rule 10 read with Section 151 of the Code of Civil Procedure, 1908 **("CPC")**, seeking return of plaint on account of the captioned suit being barred by law for want of territorial jurisdiction of this Court to adjudicate the present suit.

BRIEF FACTS:

2. Brief facts as averred in the plaint, which are relevant for deciding the present application, are as follows:

2.1. The present suit has been filed on behalf of the plaintiff, i.e., Zee Entertainment Enterprises Limited, seeking permanent injunction for restraining the defendant from infringing the plaintiff's copyrighted works on the defendant's platforms, along with other ancillary reliefs.

2.2. The plaintiff, a public listed company under the provisions of the Companies Act, 1956, is engaged in the media and entertainment business, *inter alia*, of procurement, development, distribution, broadcast, etc., of music, entertainment television programs, including, cinematograph feature films, serials and reality shows.

2.3. The plaintiff is the owner of a large number of copyrights in sound recordings and sound audio visuals/music videos and also, the underlying musical and literary works embodied therein, belonging both to the film and non-film genre, in both Hindi and regional languages **("repertoire")**. The plaintiff has the sole and exclusive right to exhibit, distribute and exploit the said works, in any manner.

2.4. During the normal course of its business, the plaintiff enters into assignment agreements with producers, authors and other owners of copyrights and acquires the entire copyright, including, the right to communicate/make available to the public its repertoire of music across all platforms, modes and mediums.

2.5. The defendant herein is the owner of 'ShareChat', a social networking system platform and 'Moj' application, which is a short-video platform used for sharing content **("platforms")**, and their websites/URLs -

https://sharechat.com/ and *https://mojapp.in*. The said platforms of the defendant allow its users to use licensed music to create short-form video and audio content to share it with their viewers.

2.6. The past relation between the plaintiff and the defendant arises from two agreements, namely, the User Content and Revenue Sharing Agreement dated 10th February, 2023 **("UCRS Agreement")** and the License Agreement dated 08th September, 2020. The said License Agreement was continued by way of First Addendum dated 12th August, 2021, and Second Addendum effective from 15th July, 2022 **("License Agreement")**.

2.7. The plaintiff had entered into the aforesaid UCRS Agreement with the defendant effective from 01st November, 2022, *vide* which, the parties mutually agreed that the defendant herein would supply, host and distribute the plaintiff's long-form audio-visual and music videos, in order to make it available on the defendant's platforms.

2.8. By way of the said UCRS Agreement, it was made clear that the content provided by the plaintiff to the defendant would be solely owned and controlled by the plaintiff in exchange for payment of fee and would be as per the terms and conditions contained in the said UCRS Agreement.

2.9. The plaintiff and the defendant, *vide* letter dated 04th July, 2023, mutually agreed to terminate the UCRS Agreement in its entirety, with effect from 01st August, 2023, by exercising their rights under Clause 9.4 of the said UCRS Agreement.

2.10. The plaintiff and the defendant had also entered into a License Agreement dated 08th September, 2020, as noted hereinabove, for the supply of all licensed sound records owned and controlled by the plaintiff and the license was provided to store the licensed content on the server of the

defendant's platforms, to make available the licensed content to the defendant's users and to enable its users to listen, preview, synchronize/incorporate the copyrighted works of the plaintiff in their own content, etc.

2.11. The plaintiff had been communicating regularly *vide* E-mails with the defendant through the months of April, 2023 till June, 2023, with respect to whether the defendant was agreeable to renew the said License Agreement. However, on account of non-renewal of the License Agreement by the defendant, the plaintiff sent E-mails on 28th June, 2023 and 30th June, 2023, reminding the defendant to ensure that all the plaintiff's content was removed/deleted from its platforms from 15th July, 2023 onwards, in light of the expiration of the said License Agreement with effect from 14th July, 2023.

2.12. The representative of the defendant acknowledged the plaintiff's E-mails dated 28th June, 2023 and by way of an E-mail of the even date, provided its confirmation with respect to abiding to the terms of the License Agreement between the parties.

2.13. In and around August, 2023, the plaintiff, during its routine review, came in the knowledge of the fact that the defendant's online platforms, i.e., both 'ShareChat' and 'Moj', were without any valid license or authorization, using the plaintiff's copyright in various sound recordings, including, any parts and/or underlying literary and musical works thereof, through its in-built library.

2.14. When defendant's users download or use the defendant's platforms or websites, they are provided with the option to create a video on the said platforms, and whilst creating the video, another option is provided on the

screen for the user to select/add music to the created video from the 'music library', which is in-built in both the platforms. The same, in turn, provides the user access and permission to select and choose from a large number of songs/music that comes under the purview of the plaintiff's copyrighted works.

2.15. Plaintiff, being aggrieved by the defendant's aforesaid action, sent a Legal Notice dated 23rd August, 2023 to the defendant seeking immediate cease and desist from communicating the plaintiff's repertoire, or any work thereof, to the public. In response to the said Legal Notice, the defendant sent a reply letter dated 01st September, 2023, thereby, denying such allegations and further alleging that it operates as an intermediary, as defined under Section 2(w) read with Section 79 of the Information Technology Act, 2000 **("IT Act")**. Therefore, in light of the defendant being an intermediary, any action of any user on its platforms, including, the creation of user-generated videos that infringe the plaintiff's right, is not attributable to the defendant.

2.16. The defendant is well-aware of the plaintiff's works and has, in the past, legally secured valid licenses for use of the plaintiff's copyrighted works from the plaintiff for its platforms.

2.17. The defendant in its aforesaid reply had also stated that it had removed all the licensed content from its audio library in terms of the License Agreement and had asserted that its robust rights management tools, and other third-party tools, identify and take down the licensed content being illegally used by the users on its platforms.

2.18. The plaintiff is aggrieved by the fact that despite the claims of the defendant that it had removed all the licensed content from its audio library,

the plaintiff's repertoire continues to be used and exploited by the users of the defendant's platforms, i.e., 'ShareChat' and 'Moj', which is detrimental to the plaintiff's right with respect to its copyrighted works.

2.19. The defendant is carrying on its business and providing its services through its platforms/websites and is targeting the customers/users in Delhi, i.e., within the jurisdiction of this Court.

2.20. Hence, the plaintiff has instituted the present suit against the defendant.

SUBMISSIONS MADE BY THE DEFENDANT IN THE APPLICATION:

3. The defendant, i.e., Mohalla Tech Private Limited, has made the following submissions in support of the application filed by it under Order VII Rule 10 of the CPC, seeking return of the plaint:

3.1. The present suit has been filed by the plaintiff for the purported violation by the defendant of the UCRS Agreement dated 10th February, 2023, by continuing to allegedly display the plaintiff's copyrighted works on its platforms. Under the said UCRS Agreement, it was mutually agreed that the defendant would supply, host and distribute the plaintiff's long-form audio-visual and music videos in order to make it available on its platforms. However, under Clause 11.1 of the UCRS Agreement, the Courts in Mumbai have been vested with the 'exclusive' jurisdiction to adjudicate any disputes arising out of the UCRS Agreement, if the same is not resolved by mutual negotiations.

3.2. Likewise, the License Agreement dated 08th September, 2020 under Clause 11 also provides that the Courts in Mumbai have been vested with

the exclusive jurisdiction to adjudicate any differences and disputes, arising out of or in connection with the License Agreement.

3.3. Therefore, the parties in the present case have exclusively agreed to submit their disputes to the Courts in Mumbai and the said intention of the parties is further clear by the use of the word 'exclusively' in the said Agreements.

3.4. It is a settled principle that a jurisdiction clause in an agreement would be clarificatory of the parties' intention to exclude the jurisdiction of all other Courts. Where more than one Court has jurisdiction in the subject matter, the parties can confer exclusive jurisdiction on any one Court having jurisdiction and oust the jurisdiction of the other Courts.

3.5. The contention of the plaintiff that since the Agreements between the parties have ended, they cannot be bound by the exclusive jurisdiction clause therein, is contrary to law. The jurisdiction clause in the said Agreements binds the parties even after termination, on account of the fact that alleged infringement directly arises from and is inextricably connected with the contractual rights and obligations under the Agreements, and therefore, falls squarely within the ambit of *"arising out of or in connection with"* the Agreements, and would be triable exclusively by the Courts at Mumbai.

3.6. Neither the plaintiff nor the defendant has its registered office within the territorial jurisdiction of this Court. The plaintiff has its registered office in Mumbai and accordingly, as per Section 62(2) of the Copyright Act, 1957 **("Copyright Act")**, the Courts at Mumbai have the territorial jurisdiction over the disputes pertaining to any alleged infringement of the plaintiff's

copyright. Further, the UCRS Agreement, as well as the License Agreement, was entered into in Mumbai.

3.7. The plaintiff has sought to invoke the jurisdiction of this Court as per Section 20(c) of the CPC by stating that the plaintiff's cause of action, wholly or in part, arises within the jurisdiction of this Court, since the defendant, through its platforms, is targeting the customers/users in Delhi, and the services of the defendant are being offered in Delhi through its platforms. However, it is now settled that the jurisdiction of the forum Court does not get attracted merely on the basis of interactivity of the website, which is accessible in the forum state.

3.8. For the purposes of Section 20(c) of the CPC, in order to show that some part of the cause of action has arisen in the forum state by the use of the internet by the defendant, the plaintiff will have to show *prima facie* that the said website, whether euphemistically termed as "passive plus" or "interactive", was specifically targeted at viewers in the forum state for commercial transactions. However, the plaintiff has failed to discharge this burden of proof as the plaintiff has not specified any instance of the application purposefully availing the jurisdiction of this Court or made any special pleadings as to why this Court has the jurisdiction.

3.9. While dealing with the application under Order VII Rule 10 of the CPC, the Courts have to restrict their excursions to the pleadings in the suit and cannot travel outside the same. However, even the documents, as placed on record by the plaintiff, do not confer jurisdiction on this Court.

3.10. The plaintiff has also failed to provide any justifiable reasons as to why the plaintiff has chosen to institute the suit in this Court. As per the

plaintiff, since the defendant's platforms can be accessed all over India, the cause of action has allegedly arisen all over the country.

3.11. Thus, the captioned suit is barred by law for want of jurisdiction and the plaint is liable to be returned.

SUBMISSIONS ON BEHALF OF THE PLAINTIFF:

4. In response to the present application filed by the defendant, the plaintiff has made the following submissions:

4.1. The present suit does not pertain to the breach of any prior Agreement, including, the UCRS Agreement dated 10th February, 2023 and the License Agreement dated 08th September, 2020, executed between the plaintiff and the defendant. The suit seeks reliefs in respect of the illegal exploitation of the plaintiff's repertoire by the defendant on its platforms, and not in respect of breach of any Agreements.

4.2. It has been specifically stated in the plaint that the cause of action arose in and around August, 2023, when the plaintiff came across instances of the plaintiff's works being illegally used on the defendant's platforms. It is an admitted position that the UCRS Agreement as well as the License Agreement stood expired on 01st August, 2023 and 14th July, 2023, respectively.

4.3. The present suit pertains to copyright infringement and the said Agreements do not govern the present dispute. Thus, the reliance placed by the defendant on the *"Governing Law and Jurisdiction"* Clause of the UCRS Agreement and the *"Governing Law"* Clause of the License Agreement, which specifically pertain to *"any dispute arising out of or in connection"* with the said Agreements, to submit that the exclusive

jurisdiction to adjudicate the present suit vests with the Courts in Mumbai, is misplaced and against the settled position of law.

4.4. The plaintiff has invoked the jurisdiction of this Court on the ground that the defendant is carrying out its business within the territorial jurisdiction of this Court through its platforms and is targeting the customers/users in Delhi, i.e., within the jurisdiction of this Court.

4.5. The content available on the platforms and the websites, including, the content which infringes the copyrights owned by the plaintiff, is also accessible to users of the defendant's platforms based all over India, including in Delhi. The fact that the defendant's platforms are accessible in Delhi is in itself enough to sue the defendant for committing infringement of the plaintiff's copyrighted works, and to invoke the jurisdiction of this Court.

4.6. In light of Section 51 of the Copyright Act, the defendant cannot take the defense that the infringement of copyright of the plaintiff's works on its platforms, including, the creation of user-generated videos that infringe the plaintiff's rights, is not attributable to the defendant.

4.7. It is a settled position of law that Section 20(c) of the CPC accords *dominus litis* to the plaintiff to institute a suit within local limits of whose jurisdiction the cause of action, wholly or in part, arises. Every suit is based upon the cause of action, and the *situs* of the cause of action in the present dispute, even in part, will confer territorial jurisdiction on this Court.

PROCEEDINGS BEFORE THE COURT:

5. This Court *vide* order dated 01st November, 2023 had recorded the submission of the plaintiff that it had no objection to defendant using the remix and cover versions of the plaintiff's copyrighted content or user

generated content even if, to some extent, the plaintiff's copyrighted content is contained therein. Furthermore, the Court on the said date had also recorded that the only identified copyrighted content of the plaintiff, as filed with the plaint, is in the form of 134 films/clips enlisted in *Schedule 1A* of the UCRS Agreement.

6. By way of the aforesaid order, this Court had directed the defendant to ensure that in its library, from which recording can be accessed by users through the 'ShareChat' and 'Moj' platforms and their websites, none of the 134 films/clips of the plaintiff are made available. However, no injunction was granted on the use of cover versions, remixes or user generated content, on the basis of statement made on behalf of the plaintiff that the plaintiff had no objection to the defendant using remix or cover versions of the plaintiff's copyrighted content or user generated content.

7. Subsequently, an application has been filed by the plaintiff being *I.A. 25951/2023*, seeking clarification of the aforesaid order dated 01st November, 2023, wherein, the plaintiff has contended that its submission as recorded in the said order was only limited to the next date of hearing in its application for interim relief. The plaintiff has further sought clarification that the said submission would not disentitle the plaintiff from pressing its injunction application in respect of the cover versions, remixes as well as user-generated content that are available on the defendant's platforms.

ANALYSIS AND FINDINGS:

8. This Court has heard the learned counsels for the parties and perused the material on record.

9. At the outset, this Court notes that in the present suit, the plaintiff has claimed relief for protection of its copyright in respect of its repertoire

consisting of films, clips of films, audio visual songs, sound recordings and the underlying works incorporated therein. Perusal of the plaint shows that the same does not pertain to breach of any prior Agreements between the parties and relates to the averment of the plaintiff regarding the unauthorized use and exploitation of the plaintiff's sound recordings, and underlying works therein by the defendant on its platforms. Reference in this regard may be made to the plaint, relevant paragraphs of which, are reproduced as under:

> *"xxx xxx xxx*
>
> *3.* ***The present suit has been filed by Plaintiff to restrain the infringement of its intellectual property rights by the Defendant. The present suit has been filed on behalf of the Plaintiff's against the Defendant herein, on account of their blatant and unauthorized use and exploitation of the Plaintiff's sound recordings and underlying works on the Defendant's platforms i.e. Sharechat.com and Mojapp.in. The Defendant is the owner of two online social media platform being ShareChat and 'Moj', which enables its users to create videos and choose the audio-visual content (including music/songs from cinematograph films) from its in-built library, which are then uploaded and broadcasted as short videos on their platform. It has recently come to the knowledge of the Plaintiff, that the Defendant is without any permission/ license or authorization using/broadcasting/exploiting the Plaintiff's sound recordings /songs i.e. copyrighted works on both their online platforms by allowing its Users to pick the Plaintiff's sound recording/songs from the Defendant's in-built library. It is submitted, that the Plaintiff alone is entitled to exploit the said audio-video content on any platforms and in any manner whatsoever as the Plaintiff has the sole and exclusive rights to exhibit, distribute and/ or exploit the audio-video content (including any parts and/or underlying works thereof) in various modes, media and/or format. The 'Synchronization Rights' and 'Rights in Underlying Works' of the said audio-video content are also exclusively available with the Plaintiff. The Plaintiff submits that in view of the conduct of the Defendant as setout below, the Plaintiff had no other alternative but to file the present suit. It is submitted, that the Defendant is infringing and likely to continue to infringe the Plaintiff's intellectual property rights unless the Defendant is restrained as prayed for.***

xxx xxx xxx

18. ***The present suit has been filed on behalf of the Plaintiff against the Defendant herein, on account of their blatant and unauthorized use and exploitation of the Plaintiff's sound recordings and underlying works on the Defendant's platforms i.e. Sharchat.com and Mojapp.in. The Defendant is the owner of two online social media platform being ShareChat and Moj, which enables its users to create videos and choose the audio-visual content (including music/songs from cinematograph films) from its in-built library, which are then uploaded and broadcasted into short videos on their platform****.*

xxx xxx xxx

22. ***In the course of the Plaintiff's routine review, the Plaintiff found that the Defendant (despite the termination of the User Content and Revenue Sharing Agreement) was continuing to illegally use and exploit the Plaintiff's copyrighted Repertoire without any valid authorization and/or license on their ShareChat and Moj platforms. As per the Plaintiff's knowledge, upon further investigation, the Plaintiff found approximately 1395 (One thousand three hundred and ninety-five) infringements of the Plaintiff's copyrighted Repertoire on the Defendant's ShareChat platform, and 8036 (Eight thousand and thirty-six) infringements of the Plaintiff's copyrighted Repertoire were found on the Defendant's Moj platform. The Repertoire inclusive of the copyrighted said Works, owned by the Plaintiff is being illegally made available for use by the Defendant to their user and customers on their ShareChat and Moj online applications/platforms through their in-built library****.*

23. From the Plaintiff's investigations, it was found that the violation was routed through the Defendant's ShareChat and Moj online applications/platforms through their in-built library. It is submitted, that when Users use or download the Defendant's ShareChat and/or Moj App / online platforms/ websites, they are provided with the option to create a video on the said platforms, whilst creating the video, another option on the screen is provided for the User to select /add music to the video from the 'Music Library' which is in-built in both ShareChat and Moj App / online platforms/ websites, which in turn provides the User access and permission to select and choose from a large number of songs/music that clearly are the subject matter of the Plaintiff's exclusive copyright. ***The Defendant herein is illegally circulating/broadcasting/enabling its Users to use and exploit the Plaintiff's said Works on its platforms. The infringement***

<u>of the Plaintiff's said Works has been explained in a step-by-step pictorial representation on the Defendant ShareChat App & the Moj App herein below</u>:

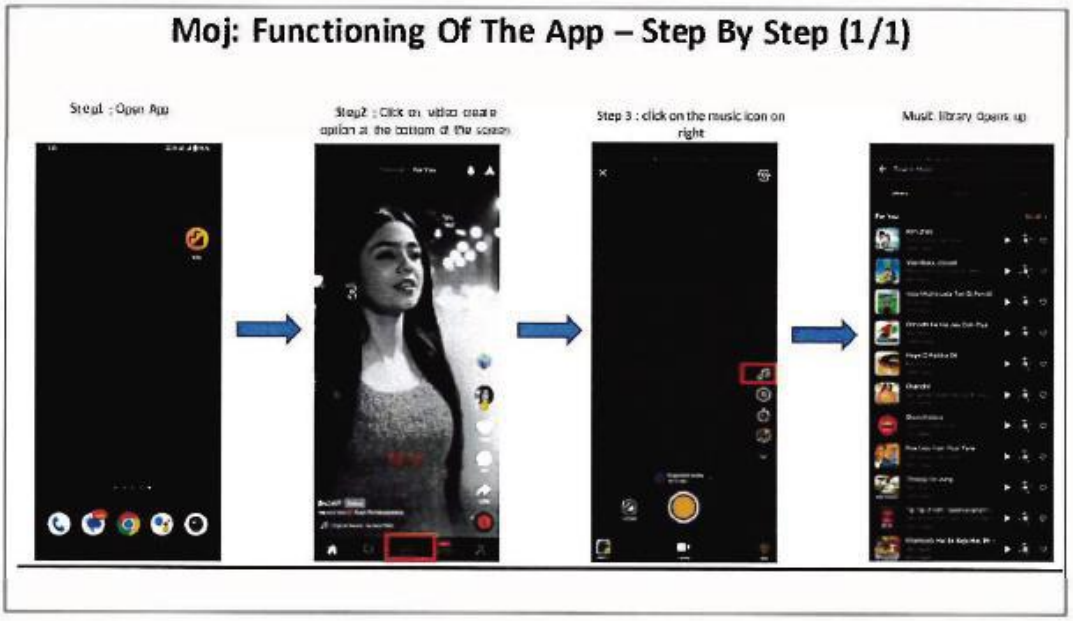
SHARECHAT APPs

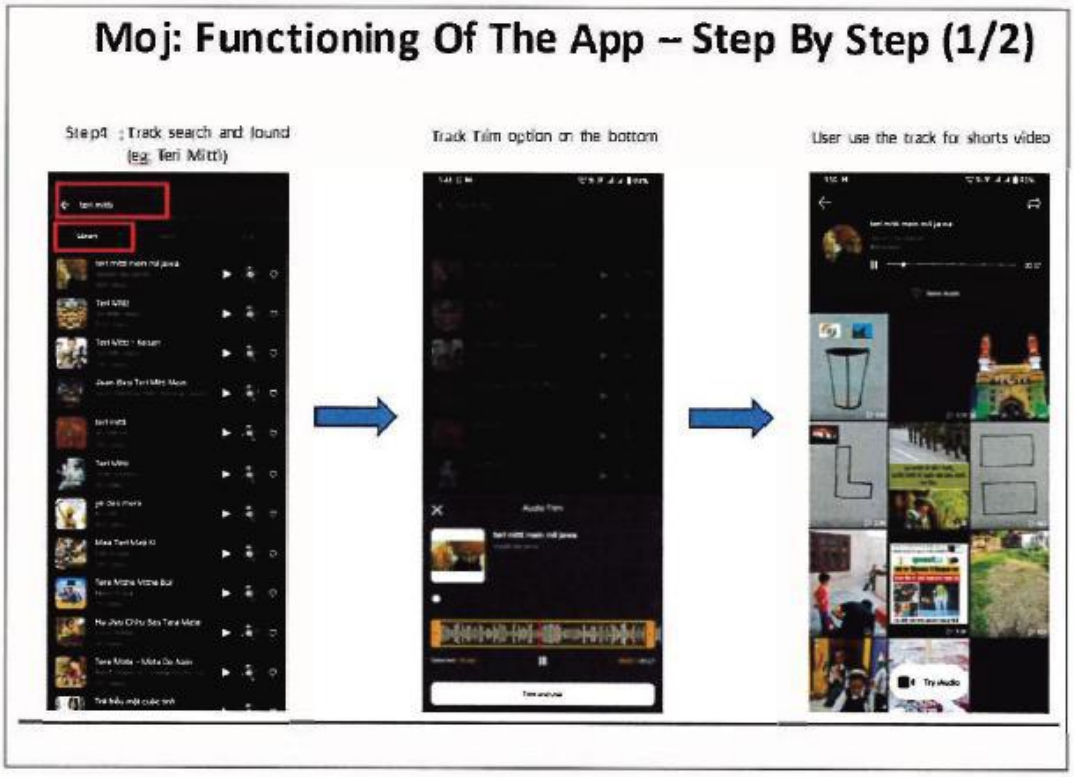


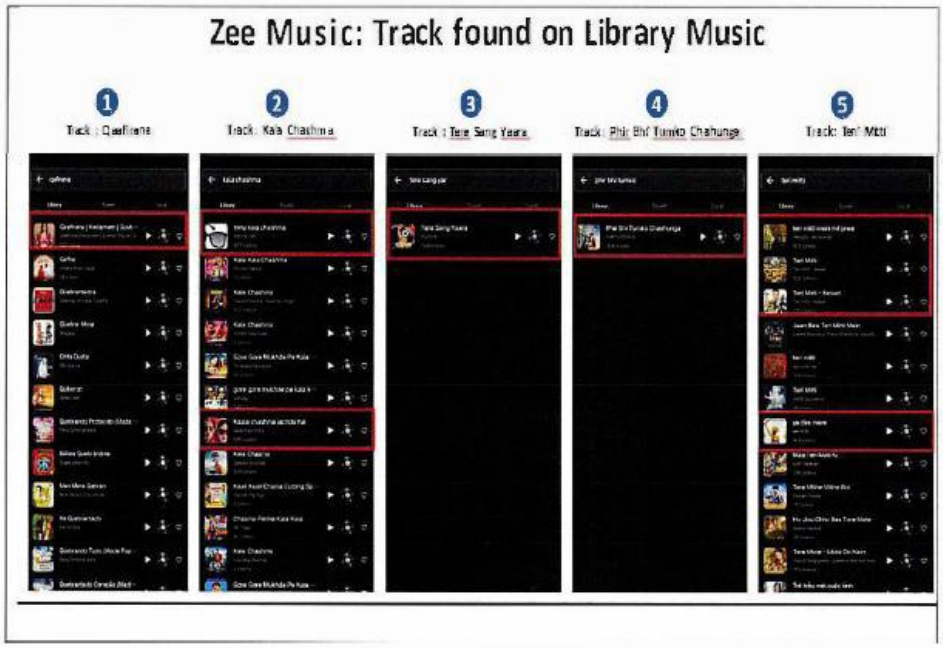




MOJ APP


Moj: Functioning Of The App – Step By Step (1/1)
Step1 : Open App
Step2 : Click on video create option at the bottom of the screen
Step 3 : click on the music icon on right
Music library opens up


Moj: Functioning Of The App – Step By Step (1/2)
Step4 : Track search and found (eg. Teri Mitti)
Track Trim option on the bottom
User use the track for shorts video



24. ***It is submitted, that the Repertoire inclusive of the copyrighted said Works, owned by the Plaintiff is being illegally made available on both the Defendant's platforms under their in-built Music Libraries as explained and represented above. Therefore, it is abundantly clear, that in the absence of a valid license, the Defendant is purposefully and intentionally aiding and abetting such unlawful activity****.*

xxx xxx xxx

29. It is submitted, that despite the Defendant claims and assertions that it had removed all the Licensed content from their audio library in line with Clause 9 of the said Agreement, the Plaintiff's copyrighted Repertoire (including the said Works) continues till date, to be advertised/used and illegally exploited by the Defendant's Users via the ShareChat and Moj online applications and their website/URL - https://sharechat.com/ and https:/mojapp.in. ***It is respectfully submitted, that the Defendant here is an active participant in the infringement of the Plaintiff's copyright. There is no doubt in the Plaintiff's mind, that such acts of infringement are intentional and voluntary so as to reap benefit and unlawful gain from the use and exploitation of the Plaintiff's said Works.***

xxx xxx xxx

35. The Plaintiff generates its revenue by exploiting its Repertoire. The Plaintiff states that due to the aforesaid unauthorized and illegal conduct of the Defendant, the Plaintiff's legal rights, revenue and

exploitation pertaining to the underlying work/ musical composition of the said Works have been seriously affected and hampered. ***The Plaintiff further submits that not only is the Defendant illegally using said Works, comprising of the underlying work/ musical composition of the said Works but also encouraging third party(ies) to use and/ or create content on the Defendant's online platforms, which is detrimental to the Plaintiff's rights with respect to the said Works. The Plaintiff craves leave to refer to and rely upon material in that regard when produced.***

xxx xxx xxx

37. ***The Plaintiff submits that from the aforesaid conduct of the Defendant, it is clear that the Defendants had infringed the Plaintiff's copyright under Section 51 of the Act. The Plaintiff further seriously apprehends that the Defendant shall continue to infringe not only the underlying works/ musical composition of the said Works but also the other works forming part of the Plaintiff's Repertoire. The Plaintiff submits that the Defendant has not been granted any permission/license to use the said Works or underlying works therein, in any manner whatsoever****.*

xxx xxx xxx"

(Emphasis Supplied)

10. Perusal of the aforesaid paragraphs of the plaint makes it evident that the suit has been instituted for seeking relief in respect of the illegal exploitation of the plaintiff's repertoire by the defendant on its platforms, and not in respect of breach of any Agreement. The subject matter of the present suit, which is copyright infringement of the plaintiff's works, does not arise out of or in connection with the UCRS Agreement or the License Agreement. The plaintiff has not alleged breach of any of the terms of the UCRS Agreement or the License Agreement and accordingly, the suit does not raise any contractual dispute, nor is there any pleading in the suit regarding breach of contract.

11. The plaintiff has asserted its statutory rights with regard to copyright in its works. Hence, the terms of the UCRS Agreement and the License

Agreement relating to jurisdiction, will not govern the present dispute. None of the reliefs sought in the plaint pertain to the License Agreement or the UCRS Agreement. The submission of the defendant that the Courts at Mumbai have exclusive jurisdiction on the basis of the aforesaid Agreements is, therefore, misplaced and cannot be accepted.

12. As per ***Halsbury's Laws of India***[1], the jurisdiction of the Court does not depend upon the defense taken by the defendant. Rather, the same is premised upon the allegations made by the plaintiff in the plaint. The relevant portion is set forth below:

> *"xxx xxx xxx*
>
> ***[185.381] Evidence required to establish jurisdiction*** ***The jurisdiction of a court does not depend upon the defence taken by a defendant and it is the allegations made in the plaint which decide the forum.*** *The court, while considering an application for grant of interim injunction can, however, go into the question whether, prima facie, it has jurisdiction or not and for the said purpose not only the pleadings but the affidavits, documents and other material on record can be examined.* ***The defendant is at liberty to raise this plea in the written statement so that this issue is tried and decided by the court[1].***
>
> ***In order to determine the question of jurisdiction of the court on the basis of the bundle of facts which give rise to the cause of action for the suit, it is not enough to look only at a particular paragraph of the plaint. The entire plaint must be taken into consideration to ascertain the facts which give rise to the cause of action and to determine whether any one or more of such facts occurred within the territorial jurisdiction of the court[2].*** *A bald assertion made in the plaint without giving further facts or particulars would not be enough to confer territorial jurisdiction on a court. The absence of an allegation of the plaintiff having any shop, branch or office of his own in a particular place or of the defendant having sold the infringing goods in that place or having any office, branch or shop of his own in such a place would render the plaint liable to be returned[3].* ***The allegations in the plaint are relevant to determine jurisdiction for the purpose of interim injunction.***

[1] ***Halsbury's Laws of India (2004), Volume 20 (1), Para 185.381.***

xxx xxx xxx"

(Emphasis Supplied)

13. It is settled principle of law that while deciding an application under Order VII Rule 10 of the CPC, the Court must confine itself strictly to the averments made in the plaint. Thus, this Court notes the submission made on behalf of the plaintiff that the statement made by the plaintiff, as recorded in the order dated 01st November, 2023, wherein, for the interim relief, the plaintiff confined the breach to only 134 films/clips which formed part of the UCRS Agreement, is not the correct position as regards the prayer sought in the suit. The plaintiff has filed an application, being *I.A. 25951/2023*, seeking clarification that the suit has been instituted for infringement of copyright in respect of its whole repertoire, including, the cover versions and remixes thereof, and not for breach of any Agreement and that the plaintiff would be entitled to seek injunctive relief in respect of all the aforesaid.

14. Even otherwise, as noted hereinabove, from the pleadings made in the plaint, it is clear that the suit pertains to the plea of the plaintiff regarding illegal exploitation by the defendant of the plaintiff's repertoire, without any authorization, and not in relation to alleged breach of the terms of any Agreements. Therefore, this Court shall consider only the averments made in the plaint, and the documents filed along therewith.

15. The law is settled that the objection with regard to territorial jurisdiction has to be construed after considering all the averments made in the plaint to be correct. Further, the objection as to the jurisdiction in order to succeed, must demonstrate that granted those facts, the Court does not

have jurisdiction as a matter of law. Thus, in the case of ***M/s RSPL Limited Versus Mukesh Sharma & Anr.***[2], it has been held as follows:

> *"xxx xxx xxx*
>
> ***11. It must be stated that it is a settled proposition of law that the objection to territorial jurisdiction in an application under Order 7 Rule 10 CPC is by way of a demurrer. This means that the objection to territorial jurisdiction has to be construed after taking all the averments in the plaint to be correct. In Exphar SA v. Eupharma Laboratories Limited : (2004) 3 SCC 688, the Supreme Court observed that when an objection to jurisdiction is raised by way of demurrer and not at the trial, the objection must proceed on the basis that the facts, as pleaded by the initiator of the impugned procedure, are true. The Supreme Court further observed that the objection as to jurisdiction in order to succeed must demonstrate that granted those facts, the Court does not have jurisdiction as a matter of law. It is also a settled proposition of law that while considering a plaint from the standpoint of Order 7 Rule 10 CPC, it is only the plaint and the documents filed along with it, that need to be seen. The written statement is not to be looked into at all.***
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

16. Perusal of the plaint shows that the plaintiff has invoked the jurisdiction of this Court on account of the fact that the defendant is carrying on its business within the territorial jurisdiction of this Court through its platforms and is allegedly targeting the customers/users in Delhi, i.e., within the jurisdiction of this Court. As per the plaintiff, any person in Delhi can access the defendant's platforms/websites by downloading the same on their smartphones/computers, and access the content which has been uploaded on the said platforms by other users. Additionally, any user based in Delhi, upon having downloaded the platforms, can also upload content on such platforms. On the aspect of 'carries on business', reference can be made to

[2] ***2016 SCC OnLine Del 4285.***

the following passage of ***Halsbury's Laws of India***[3], which is reproduced as under:

> *"xxx xxx xxx*
>
> ***[185.383] 'Carries on business'*** *The contrast between the two expressions, that is, 'actually and voluntarily resides'[1] and 'carries on business' reveals that while there is limitation regarding residence, there is no such restriction with reference to carrying on business[2].* ***There is no indication that the place of carrying on business must be only the principal place of business. If the legislature intended to mean the principal place only, it would have suitably qualified the expression 'carries on business'[3]. The plain meaning of the expression only conveys that wherever there is business activity, be it the principal place or branch or branches, the party is said to carry on business in all such places[4]. The permissive provision allowing the person to file the suit where he carries on business or works for gain would not be limited to the carrying on of business in respect of the goods involved. No such limitation is attached to these words[5].***
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

17. As noted above, the present suit seeks copyright protection of the plaintiff's works. As per Section 51 of the Copyright Act, copyright in a work is deemed to be infringed, *inter alia*, when any person without a license granted by the owner of the copyright does anything, the exclusive right to do which, is conferred upon the owner of the copyright. Relevant portion of Section 51 of the Copyright Act, is reproduced as under:

> *"xxx xxx xxx*
>
> ***51. When copyright infringed****.—Copyright in a work shall be deemed to be infringed—*
>
> *(a) when any person, without a licence granted by the owner of the Copyright or the Registrar of Copyrights under this Act or in contravention of the conditions of a licence so granted or of any condition imposed by a competent authority under this Act—*
>
> ***(i) does anything, the exclusive right to do which is by this Act conferred upon the owner of the copyright, or***

[3] ***Halsbury's Laws of India (2004), Volume 20 (1), Para 185.383.***

> *[(ii) permits for profit, any place to be used for the communication of the work to the public where such communication constitutes an infringement of the copyright in the work, unless he was not aware and had no reasonable ground for believing that such communication to the public would be an infringement of copyright; or]*
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

18. The plaintiff has averred that the defendant, without any permission/license or authorization of the plaintiff, is using/broadcasting/exploiting the plaintiff's works by allowing the users on the platforms to illegally exploit the plaintiff's sound recordings and underlying works. Thus, on a *prima facie* reading of the averments of the plaint, the ingredients of Section 51 of the Copyright Act are attracted in the present case, and therefore, the same is relevant for the purposes of the present application under Order VII Rule 10 of CPC.

19. As per the case put forth by the plaintiff, the defendant's platforms, as well as the websites, are accessible to the users based all over India, including, in Delhi. The content available on the platforms and the websites, including the content, which as per the plaintiff infringes the copyright owned by the plaintiff, is also accessible to users of the defendant's platforms based all over India, including, in Delhi. Further, as per the plaintiff, the users based in Delhi are accessing the defendant's platforms in order to create such content which infringes the plaintiff's copyright in the plaintiff's works. In this regard, it would be useful to refer to the judgment in the case of ***Icon Health and Fitnes, Inc. Versus Sheriff Usman and Anr.***[4], wherein, it has been held as follows:

> *"xxx xxx xxx*

[4] ***2017 SCC OnLine Del 10481.***

> ***17. <u>The issue which arises for consideration is whether this Court has territorial jurisdiction to try the suit since the defendants are residing in United Arab Emirates and whether there is material to establish that the defendants are carrying on business from Delhi. Though the defendants are not residing in Delhi, however, the defendants are offering their fitness apps and bands through App Store, Google Play Store and e-commerce portals like www.amazon.in which can be accessed and operated from all over the country, including from Delhi. Thus, it can be said that the defendants are carrying on business or working for gain at Delhi and this Court has territorial jurisdiction to try and decide the present suit. [See 2014 SCC OnLine Del 2031 World Wrestling Entertainment, Inc. v. Reshma Collection]</u>***
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

20. It is the categorical case of the plaintiff that the platforms and websites of the defendant are accessible in Delhi. Furthermore, the same is corroborated by the screenshot of the defendant's platforms as recorded in the preceding paragraphs. Therefore, a perusal of the same makes it apparent that the defendant's platforms and websites are accessible in Delhi.

21. Furthermore, as per the submissions made in the plaint, the defendant, without any permission or authorization of the plaintiff, is using/broadcasting/exploiting the plaintiff's works by allowing the users on the platforms to illegally access and use the plaintiff's sound recordings. In this regard, reference may be made to the case of ***Tata Sons Private Limited Versus Hakunamatata Tata Founders and Others***[5], wherein, the Division Bench of this Court has held that targeting need not be a very aggressive act of marketing, aiming at a particular set of customers. Mere looming presence of a website in a geography and ability of the customers therein to access the website is sufficient in a given case.

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[5] ***2022 SCC OnLine Del 2968 at Para 22.***

22. In the present case, the plaintiff has stated that the cause of action in the suit first arose in and around August, 2023, when the plaintiff came across instances of plaintiff's works being illegally used on the defendant's platforms. Thus, as per the plaintiff, having failed to secure any license, the defendant has illegally exploited the plaintiff's repertoire without any authorization. Accordingly, if the case put forth by the plaintiff is accepted, such unlicensed use can constitute infringement under the Copyright Act. Thus, in the case of ***Super Cassettes Industries Ltd. Versus Punit Goenka and Another***[6], it has been held as follows:

> *"xxx xxx xxx*
>
> ***28.*** *From bare reading of the Section and the decision referred by the learned counsel for the plaintiff,* ***it is apparent that the infringement of copyright is made out once any person, not being the licensed user does any act related to the exclusive rights of the owner of copyright without his/her permission, the said acts are of course defined under Section 13 and 14 of the Act. The use of the plaintiffs repertoire by the defendant who was till recently an ex-licensee but did not continue the said agreement for the year 2009-2010, are unlicensed acts and are therefore prima facie infringing acts within the meaning of the Copyright Act, 1957****.*
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

23. Considering the aforesaid, it is clear that defendant's alleged exploitation of the plaintiff's contents in Delhi, without any license granted by the plaintiff, would be enough to show that this Court has the jurisdiction to deal with the present case relating to copyright infringement.

24. It is to be noted that Section 20(c) of the CPC enables the plaintiff to file a suit where the cause of action, wholly or in part, arises. As Section 20(c) of the CPC permits the plaintiff to file a suit at any place where cause

[6] ***2009 SCC OnLine Del 2407.***

of action arises, in a suit involving infringement of copyright, cause of action arises at each and every place where there is copyright infringement. Reference in this regard may be made to the judgment in the case of ***Burger King Corporation Versus Techchand Shewakramani and Others***[7], wherein, it has been held as follows:

> *"xxx xxx xxx*
>
> *16. The judgments relied upon by the defendants i.e. IPRS v. Sanjay Dalia [Indian Performing Rights Society Ltd. v. Sanjay Dalia, (2015) 10 SCC 161 : (2016) 1 SCC (Civ) 55 : (2015) 63 PTC 1] and Ultra Home Construction (P) Ltd. case [Ultra Home Construction (P) Ltd. v. Purushottam Kumar Chaubey, 2016 SCC OnLine Del 376 : (2016) 227 DLT 320] deal with a situation where jurisdiction is claimed only on the basis of Section 134 of the TM Act and Section 62 of the Copyright Act, 1957 (hereinafter "Copyright Act"). In IPRS v. Sanjay Dalia [Indian Performing Rights Society Ltd. v. Sanjay Dalia, (2015) 10 SCC 161 : (2016) 1 SCC (Civ) 55 : (2015) 63 PTC 1], the Supreme Court was considering a case where the plaintiff had filed a suit before the Delhi High Court, invoking Section 134 of the TM Act, on the ground that it had a branch office in Delhi. The Supreme Court in the said judgment observed that Section 62 of the Copyright Act and Section 134 of the TM Act provided an additional forum. Paras 12 and 13 of the said judgment are relevant and are set out hereinbelow: (IPRS case, SCC p. 176, paras 14 and 15)*
>
> > *"**14. Considering the very language of Section 62 of the Copyright Act and Section 134 of the Trade Marks Act, an additional forum has been provided by including a District Court within whose limits the plaintiff actually and voluntarily resides or carries on business or personally works for gain. The object of the provisions was to enable the plaintiff to institute a suit at a place where he or they resided or carried on business, not to enable them to drag defendant further away from such a place also as is being done in the instant cases. In our opinion, the expression 'notwithstanding anything contained in the Code of Civil Procedure' does not oust the applicability of the provisions of Section 20 of the Code of Civil Procedure and it is clear***

[7] ***2018 SCC OnLine Del 10881.***

that additional remedy has been provided to the plaintiff so as to file a suit where he is residing or carrying on business, etc. as the case may be. Section 20 of the Code of Civil Procedure enables a plaintiff to file a suit where the defendant resides or where cause of action arose. Sections 20(a) and 20(b) usually provides the venue where the defendant or any of them resides, carries on business or personally works for gain. Section 20(c) of the Code of Civil Procedure enables a plaintiff to institute a suit where the cause of action wholly or in part, arises. The Explanation to Section 20 CPC has been added to the effect that corporation shall be deemed to carry on business at its sole or principal office in India or in respect of any cause of action arising at any place where it has subordinate office at such place. Thus, 'corporation' can be sued at a place having its sole or principal office and where cause of action wholly or in part, arises at a place where it has also a subordinate office at such place.

15. Learned author Mulla in the Code of Civil Procedure, 18th Edn., has observed that under clauses (a) to (c) of Section 20, plaintiff has a choice of forum to institute a suit. The intendment of the Explanation to Section 20 of the Code of Civil Procedure is that once the corporation has a subordinate office in the place where the cause of action arises wholly or in part, it cannot be heard to say that it cannot be sued there because it did not carry on business at that place. The linking of the place with the cause of action in the explanation where subordinate office of the corporation is situated is reflective of the intention of the legislature and such a place has to be the place of the filing of the suit and not the principal place of business*. Ordinarily the suit has to be filed at the place where there is principal place of business of the corporation."*

17. A perusal of the above paras clearly shows that insofar as the explanation to Section 20 is concerned, the same relates to Section 20(a). The Supreme Court categorically observes that Section 20 enables the plaintiff to file a suit where the cause of action arises under Section 20(c). The remainder of the judgment in IPRS v. Sanjay Dalia [Indian Performing Rights Society Ltd. v. Sanjay Dalia, (2015) 10 SCC 161 : (2016) 1 SCC (Civ) 55 : (2015) 63 PTC 1] primarily deals with and interprets the manner in which Section 134 of the TM Act and Section 62 of the Copyright Act can be invoked, but does not dilute the principle of Section 20(c)CPC in any manner whatsoever.

Even the Division Bench judgment of this Court in Ultra Home Construction (P) Ltd. case [Ultra Home Construction (P) Ltd. v. Purushottam Kumar Chaubey, 2016 SCC OnLine Del 376 : (2016) 227 DLT 320] while interpreting Section 134 of the TM Act and Section 62(2) of the Copyright Act has laid down various tests. However, what is interesting is the observation of the Division Bench in Ultra Home Construction (P) Ltd. case [Ultra Home Construction (P) Ltd. v. Purushottam Kumar Chaubey, 2016 SCC OnLine Del 376 : (2016) 227 DLT 320] is as under: (Ultra Home Construction (P) Ltd. case, SCC OnLine Del para 14)

> *"14.* ***It is evident from the above observations that the interpretation given to the expression 'carries on business' in the context of a defendant under Section 20 of the Code has also been employed in the context of a plaintiff under the said Sections 134(2) and 62(2). Thus, in addition to the places where suits could be filed under Section 20 of the Code, the plaintiff can also institute a suit under the Trade Marks Act, 1999 and the Copyright Act, 1957, as the case may be, by taking advantage of the provisions of Section 134(2) or Section 62(2), respectively. Both the latter provisions are in pari materia.*** *Under these provisions four situations can be contemplated in the context of the plaintiff being a corporation (which includes a company). First of all, is the case where the plaintiff has a sole office. In such a case, even if the cause of action has arisen at a different place, the plaintiff can institute a suit at the place of the sole office. Next is the case where the plaintiff has a principal office at one place and a subordinate or branch office at another place and the cause of action has arisen at the place of the principal office. In such a case, the plaintiff may sue at the place of the principal office but cannot sue at the place of the subordinate office. The third case is where the plaintiff has a principal office at one place and the cause of action has arisen at the place where its subordinate office is located. In this eventuality, the plaintiff would be deemed to carry on business at the place of his subordinate office and not at the place of the principal office. Thus, the plaintiff could sue at the place of the subordinate office and cannot sue [under the scheme of the provisions of Sections 134(2) and 62(2)] at the place of the principal office. The fourth case is where the cause of action neither arises at the place of the principal office nor at the place of the subordinate office but at some other place. In this case, the plaintiff would be deemed to carry on business at the place of its principal office and not at the place of the subordinate office. And, consequently, it could*

institute a suit at the place of its principal office but not at the place of its subordinate office. All these four cases are set out in the table below for greater clarity:

S. No.	*Place of plaintiff's Principal Office (Sole office in S. No. 1)*	*Place of plaintiff's Subordinate/Branch Office*	*Place where cause of action arose*	*Place where plaintiff can additionally sue under Sections 134(2) and 62(2)*
1	*A*	*--*	*C*	*A*
2	*A*	*B*	*A*	*A*
3	*A*	*B*	*B*	*B*
4	*A*	*B*	*C*	*A"*

***18. <u>Thus, the provisions of Section 134 of the TM Act and Section 62 of the Copyright Act are in addition to and not in exclusion of Section 20 CPC</u>**. If the plaintiff can make out a cause of action within the territorial jurisdiction of this court under Section 20, no reference needs to be made to Section 134.*

xxx xxx xxx

26. It is clear from the above extract and the dictum of the Supreme Court that the concept of infringement and passing off is not fixed in time. It is elastic in nature inasmuch as use of a mark is continuous and each and every use constitutes a fresh cause of action. In a suit where infringement and passing off is complained of, basing the jurisdiction, only as per the date of the plaint would not be the correct approach. The judgment in Federal Express Corpn. v. Fedex Securities Ltd. [Federal Express Corpn. v. Fedex Securities Ltd., 2018 SCC OnLine Del 13422 : (2018) 74 PTC 205] would have no application as it was based on Section 134 of the TM Act and not Section 20 CPC. Even the judgment in HSIL Ltd. v. Marvel Ceramics [HSIL Ltd. v. Marvel Ceramics, 2017 SCC OnLine Del 11571 : (2018) 73 PTC 77] , cited by the defendants, also was in the context of Section 134. The Division Bench in the said case concluded that no part of cause of action has arisen in Delhi. However, in the present case, it is not so.

xxx xxx xxx"

(Emphasis Supplied)

25. Likewise, upholding the territorial jurisdiction of a Court in case of copyright infringement, where the cause of action, wholly or in part arose, Division Bench of the Allahabad High Court in the case of ***Jamp India Pharmaceuticals Private Limited Versus Jubilant Generics Ltd. and Others***[8], has held as under:

> *"xxx xxx xxx*
>
> *60.* ***There is no dispute about the fact that the plaintiff is situated at and having its place of business in Gautam Budh Nagar. Merely because the defendants are located at Karnataka, Maharashtra, New Delhi, Gujarat, their location as such would not take away the territorial jurisdiction from the Commercial Court at Gautam Budh Nagar. The reason being that the appellant, by virtue of Section 62(2) of the Act, 1957, is not supposed to chase all infringers of the copyright wherever they commit such infringement. It cannot be the intention of law to institute multiple suits at every such place wherever such infringement occurs. That is why, the legislature in its wisdom has protected the interest of the plaintiff to institute the suit at his place. When this aspect is read with Section 20(c) of CPC, we find that cause of action, wholly or in part, has arisen within the territory of Gautam Budh Nagar because apart from the admitted fact that the Product Dossiers were prepared by the plaintiff at facility, at that time, at D-12, Sector 59, located in Noida, it was brought on record by the plaintiff that the defendants were actively promoting their products at Gautam Budh Nagar.*** *The defendant No. 2's participation in the 10th Edition of the International Pharmaceutical Exhibition (iPHEX) 2024 held at Greater Noida from 28.08.2024 to 30.08.2024, and distribution of brochures advertising Amlodipine, one of the three pharmaceutical products which are the subject matter of the suit and which have been manufactured on the basis of the plaintiff's Product Dossiers, coupled with the fact that its authorised representative on personal visit to the stall of defendant No. 2 during the said exhibition, obtained brochures wherein the said products were expressly advertised, reflect that the acts of infringement and commercial promotion of the products took place within the territorial jurisdiction of the Commercial Court at Gautam Budh Nagar thereby conferring jurisdiction upon it to entertain and adjudicate the present proceedings.*

[8] ***2025 SCC OnLine All 6898.***

> *61. We are also of the view that words 'composite suit' have been wrongly stretched by the appellants so as to contend as if there were multiple causes of action alleged by the plaintiff. A combined reading of the provisions alongwith plaint averments would make it clear that unlike the situation which had arisen before the Hon'ble Supreme Court in the case of Paragaon Rubber Industries (supra), the suit at Gautam Budh Nagar is not a composite suit or, if at all, it could be said to be a composite suit, the same was maintainable as no combination of two or more acts or reliefs claimed therein has arisen in the present case.* ***The present suit is primarily one for infringement of copyright under Section 51 of the Copyright Act, 1957, arising from the unauthorized use and exploitation of the plaintiff's Product Dossiers by the defendants. Once it is established that the plaintiff has a statutory right in the Product Dossiers as original literary works, the cause of action for infringement squarely falls within the jurisdiction of the Commercial Court in view of Section 62 of the Act. The fact that the plaint also seeks ancillary and/or incidental reliefs in respect of breach of confidentiality and misuse of trade secrets does not take away its essential and predominant character as a copyright infringement suit. Further section 20(c) of CPC also stands attracted in favour of the plaintiff as we find that cause of action, wholly or in part, has arisen within the territory of Gautam Budh Nagar.***
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

26. Holding that once it is held that a cause of action exists, jurisdiction is conferred on the Courts within the territorial limits of whose jurisdiction the cause of action arises either in whole or in part, this Court in the case of ***Nilesh Girkar Versus Zee Entertainment Enterprises Limited and Others***[9], held as follows:

> *"xxx xxx xxx*
>
> *33.* ***Once we held that a cause of action exists between the appellant and Respondent 1, the suit ipso facto becomes maintainable before the learned Commercial Court at Saket in view of Section 20(c) of the CPC which permits a suit to be instituted within the territorial limits of any Court within whose jurisdiction the cause of action arises either in whole or part. Insofar as the display and propagation***

[9] ***2025 SCC OnLine Del 6040.***

of the film to the public is the basis of the cause of action vis-a-vis Respondent 1, and the OTT platform of Respondent 1 was accessible within the territorial limits of the learned Commercial Court at Saket, the learned Commercial Court was clearly possessed of the territorial jurisdiction to entertain the suit as at least a part of the cause of action had arisen within such jurisdiction*.*

xxx xxx xxx"

(Emphasis Supplied)

27. Considering the aforesaid, the territorial jurisdiction to adjudicate the present dispute, which relates to the illegal exploitation of the plaintiff's works on the defendant's platforms, is as such conferred upon this Court. In this context, reference may be made to the judgment in the case of ***R X Infotech Private Limited Versus Jalpa Rajesh Kumar Jain***[10], wherein, it has been held as follows:

"xxx xxx xxx

8. ***Various decisions of Division Benches of this Court have held that, where the defendant is carrying on its infringing activities across, inter alia, a website which is interactive, then, every Court which has jurisdiction over a place where the website can be interactively accessed would be competent to adjudicate on an infringement suit. The prevailing reason for so holding, as per the said decisions, is that, by making its infringing products available, or carrying out its infringing activity on a virtual platform of website, the infringer defendant has purposefully availed the jurisdiction of every Court where the website can be accessed****.*

9. In the present case, there is a specific assertion, in para 36 of the plaint, which reads thus:

> *"36. That Furthermore any subsequent third-party user of the mark deceptively similar to the registered trademark of the Plaintiff that is* ***LAPCARE*** *for identical/similar activities, goods and services as that of Plaintiff, would either be considered to be the Plaintiff's themselves or someone who has been authorised by the Plaintiff to use the*  *mark. Such unauthorized activities and*

[10] ***2023 SCC OnLine Del 5345.***

*services under Plaintiff's trademark **LAPCARE** and constitute infringement of Plaintiff's rights. Details of the products sold by the Defendant as displayed on their website are being filed with this suit."*

*10. **While adjudicating on an application under Order VII Rule 11 - or Order VII Rule 10 - of the CPC, it is settled that one is to restrict oneself to the plaint along with the documents filed with the plaint**. If a document is in excess of the assertions in the plaint, then, perhaps, the document could be ignored. However, the plaint in the present case specifically refers to sale, by the defendant of infringing products on its website. The pages of the website have been placed on record. The pages of the website of the defendant clearly indicate the products of the defendant. The last page of the website contains the following recital:*

*"**BUY LAPTOP ACCESSORIES ONLINE***

***Lappie Care** is the best laptop accessories shop to buy laptop accessories online. We offer free shipping, 7-day money back guarantee and maximum 6-months warranty. The support we provide is 24 × 7 which has benefited lot of customers. You can buy **Laptop Keyboard, Laptop Battery, Laptop Adapter**. Buy high quality laptop accessories from lappiecare. We are in the business since 2005."*

*11. It is not Ms. Roda's case - as it, quite obviously, cannot be - that the facility of purchasing laptops or accessories from the defendant's website online was not available at Delhi. Ms. Roda submits that, by a glance at the aforesaid website, it is not apparent that the products can be purchased at Delhi. The submission flies in the face of common sense and simple principles governing the internet. **There is nothing on the website to indicate that an online transaction cannot be carried out within Delhi. It is legitimately presumable that it is possible to purchase laptops from the defendant's website even within the jurisdiction of this Court. The afore-noted webpage, which empowers purchase of laptop accessories from the defendant's website online, read with the concluding assertion in para 36 of the plaint, reproduced supra, clearly indicates that at least a part of the cause of action, within the meaning of Section 20 of the CPC, can be said to have arisen within the jurisdiction of this Court**.*

xxx xxx xxx"

(Emphasis Supplied)

28. Likewise, in the case of ***Exxon Mobil Corporation Versus Exoncorp Private Limited***[11], it has been held as follows:

> *"xxx xxx xxx*
>
> ***25. <u>In the present case, the Defendant's website and links on social media platforms which existed when the Plaintiff filed the present suit clearly show that the Defendant claimed to be carrying on business throughout India.</u>*** *The extract of the Defendant's website is set out herein below:*
>
> *"**Overview***
>
> *Exon Corp is a leading Information Technology Solutions provider. Exoncorp had wide range of expertise include Hardware Solutions, Server, Security and Networking Services. We are Technical Service Providers and also provide Quality Training. Description*
>
> *We provide creative, flexible and advanced training to corporate and public **throughout India**. We focus on advanced technologies. Over the past Ten years we have trained numerous software developers and IT managers of some of the largest companies in the world. Our ever-growing client list just goes to show our dedication to quality and client satisfaction. Exoncorp is a leading provider of quality consultancy services and world class education in the computer networking infrastructure. We specialize in providing premium training in the areas of Internet Technologies (including Convergent Networks using Data/Voice technologies, Wireless/Optical Networks and Storage Area Networks), and Security/Firewalls.*
>
> *We not only provide quality training but also help students in strengthening their soft skills and interviewing skills. These courses lead to world-recognized certifications from leading global players like Microsoft, Cisco, Comptia, Redhat, Symantec, Checkpoint and Vmware etc."*
>
> ***26.** The website also provided for online payment to be made. It contained banking terms, and an IFSC code for receiving payments. On the LinkedIn page, it claimed that the Defendant had 501-1000 employees. On the Facebook page, the Defendant represented as under:*
>
> *"Exon Corp*
>
> *20 February at 05 : 21*

[11] ***2019 SCC OnLine Del 9193.***

Send #SMS From Web, Email, API Or Mobile App. DND & NON DND Delivery Reliable Services. Dedicated Support ***All India network Try Demo*** *Now. 24*7 Instant Delivery. Real Time Delivery Report. Quick Service Activation. Contact:+918189985559 #bulk_sms #vellore #chennai"*

27. <u>The Defendant clearly reached out not only to Indian customers but global customers as well. A perusal of the website extract and the social media platforms representations clearly show that the Defendant was offering its services and IT products across the country and globally.</u>

xxx xxx xxx

29. The nature of IT services is such that the same can be provided from any corner of the globe. The question is whether the impugned infringing mark is being used within the territorial jurisdiction of this Court. The above facts go to show that the Defendant is not limited in its business operations only to Chennai or to the state of Tamil Nadu, but it has been marketing its services to Indian and International customers. The Defendant has not only reached out through its website but through its YouTube channel, Twitter and other platforms. Thus, there is clear use of the mark within the territorial jurisdiction of this Court.

30. ***<u>Under these facts and circumstances, the objection as to territorial jurisdiction is not maintainable and is liable to be rejected as the Defendant is clearly offering its services in Delhi and the cause of action, inter-alia, has arisen in Delhi</u>****.*

xxx xxx xxx"

(Emphasis Supplied)

29. In the present case as well, the defendant has not denied the fact that the defendant, through its platforms, has been operating within the jurisdiction of this Court. Thus, it is apparent that the defendant has been providing its services, through its platforms, across India, including, in Delhi.

30. The defendant has contended that the plaintiff has failed to place material on record demonstrating that any commercial transaction using the platforms/websites of the defendant was undertaken with any user in Delhi,

resulting in injury or harm to the plaintiff in Delhi. As per the defendant, the plaintiff has failed to discharge the burden of proving that the websites/platforms were specifically targeted at viewers in Delhi. In this regard, the defendant has relied upon judgments in the case of ***Banyan Tree Holding (P) Ltd. Versus Mr. A. Murali Krishna Reddy and Another***[12]***; Impresario Entertainment and Hospitality Pvt. Ltd. Versus S&D Hospilatity***[13]***; Karans Gurukul Classes and Others Versus Gurukul Classes IIT Division and Others***[14]. However, it is to be noted that the issue in the present case is copyright infringement, which was not the case in the cited judgments of the defendant. As per Section 51 of the Copyright Act, a copyright is deemed to be infringed if a person does any act, exclusive right to do which, is conferred upon the owner of copyright. Copyright infringement does not require showing confusion amongst the customers, whereas, consumer confusion is an intrinsic part of trademark infringement. Thus, in the aforesaid cases as relied upon by the defendant, tests have been laid down to show that commercial transaction was entered into by the defendant with a user of forum state, resulting in harm or injury to the plaintiff. However, the said tests, as laid down in the said cases as relied upon by the defendant, would not be applicable in the present case of copyright infringement.

31. Moreover, this Court is of the view that in the facts and circumstances arising out of the averments in the plaint, it is apparent that the platforms of the defendant, i.e., 'ShareChat' and 'Moj', by way of their 'in-built music libraries', make accessible to the users of the said platforms, the copyrighted

[12] ***2009 SCC OnLine Del 3780.***
[13] ***2018 SCC OnLine Del 6392.***

works of the plaintiff. In other words, a user can search, view, download and add the copyrighted works of the plaintiff to their content in order to create/generate and upload their content on the said platforms, which is in turn also visible and accessible to other users of the platforms. Thus, it would not be appropriate to state that there is no interaction on the platforms/websites of the defendant with respect to the plaintiff's copyrighted works within the jurisdiction of this Court.

32. Even otherwise, it is settled law that even in cases where a website is not directly targeted at consumers in a particular territory, the fact that the consumers are not restricted by the website to have access to it, is enough to characterize it as targeting. Therefore, even if assuming that the plaintiff has not shown any commercial transaction by a user taking place using the platforms/websites of the defendant, the same shall not negate the factum of presence and interactivity of defendant's platforms/websites within the territorial jurisdiction of this Court. As such, presence and interactivity, by themselves, would mean that the platforms/websites have their presence in each particular state, where such user resides. Accordingly, the judgments cited by the defendant in this regard would not aid its case.

33. Similarly, the judgment in the case of ***Huntsman International (India) Pvt. Ltd. Versus Kleur Speciality Chemicals Pvt. Ltd. and Others***[15] is clearly distinguishable and not applicable to the facts and circumstances of the present case. The said case was premised on contractual transactions and breach of confidentiality agreement between the parties therein, and the alleged breach in the said case had occurred while the contractual

---

[14]***(2019) SCC OnLine Del 844***
[15]***2018 SCC OnLine Del 11810.***

relationship was still in force. However, in the present case, the suit has been instituted for copyright infringement by alleging unauthorized exploitation of the plaintiff's repertoire by the defendant on its platforms, which is not based upon breach of any agreement between the parties.

34. Likewise, the judgment in the case of ***Saregama India Limited Versus Eros Digital FZ LLC & Anr.***[16], as relied upon by the defendant, is not applicable to the facts of the present case. The said case pertained to dispute arising out of the license agreement between the parties therein. However, the present suit is not premised on the Agreements between the parties, as the suit does not assert any contractual right or raise any contractual dispute.

35. As noted, the defendant's platforms and websites are accessible all over India, including, in Delhi. Thus, a part of cause of action has arisen in Delhi. Section 20(c) of the CPC accords *dominus litis* to the plaintiff to institute a suit before a Court, within local limits of whose jurisdiction, the cause of action wholly or in part arises. Thus, in this regard, the Supreme Court in the case of ***Arcadia Shipping Limited Versus Tata Steel Limited and Others***[17], held as follows:

> *"xxx xxx xxx*
>
> ***26. Section 20(c) of the Code accords dominus litis to the plaintiff to institute a suit within local limits of whose jurisdiction the cause of action, wholly or in part arises. Every suit is based upon the cause of action, and the situs of the cause of action, even in part, will confer territorial jurisdiction on the court. The expression "cause of action" can be given either a restrictive or wide meaning. However, it is judicially read to mean — every fact that the plaintiff should prove to support their right to the judgment.***
>
> *xxx xxx xxx"*
>
> *(Emphasis Supplied)*

[16] ***2017 SCC OnLine Del 10996.***
[17] ***(2024) 9 SCC 374.***

36. In view of the overall conspectus, this Court is of the considered view that reading of the plaint and the documents filed along with the plaint clearly discloses that part of the cause of action for the reliefs, as claimed in the present suit, arises within the territorial jurisdiction of this Court. Accordingly, the present suit is maintainable, and this Court has territorial jurisdiction to adjudicate the disputes as raised in the present suit.

37. Consequently, in view of the detailed discussion hereinabove, no merit is found in the present application, and the same is dismissed.

CS(COMM) 745/2023

37. List before the *Roster Bench* on 15th January, 2026.

MINI PUSHKARNA
(JUDGE)

DECEMBER 08, 2025/KR