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

% Judgment reserved on: 25.02.2026
Judgment delivered on: 10.03.2026

CS(COMM) 49/2023 & I.A. 1674/2023

BENTLEY SYSTEMS INC & ANR. .....Plaintiffs

versus

OILTECH ENGINEERING INDIA PRIVATE LIMITED & ANR. ....Defendants

Advocates who appeared in this case:

For the Plaintiffs : Mr. Pravin Anand, Mr. Shantanu Sahay, Mr. Swstik Bisarya and Ms. Manvi Panwar, Advocates.

For the Defendants : Mr. Muralidharan, Advocate.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

J U D G M E N T

TUSHAR RAO GEDELA, J.

I.A. 11245/2024 (Seeking summary judgement)

1. This is an application filed on behalf of the plaintiffs under Order XIIIA, Rules 3 and 6(1)(a) read with Order XIII Rule 10 and Section 151 of the Code of Civil Procedure, 1908 (*'CPC'*), seeking a summary judgement.

2. The present suit has been instituted seeking permanent injunction restraining copyright infringement, delivery up, rendition of accounts of profits and damages.

3. The facts stated in the plaint are that the plaintiff no.1, Bentley Systems Inc. is a Delaware based corporation with its principal office in

Pennsylvania, USA. Plaintiff no.2 is the wholly owned subsidiary of plaintiff no.1 with its registered office at New Delhi.

4. It is stated that the plaintiffs are leading providers of infrastructure software solutions to engineers, architects, geospatial professionals, constructors etc. Plaintiff no.1 is the owner of copyright in the STAAD and SACS software programs developed by it and marketed in India by plaintiff no.2, which are one of the most widely used structural analysis and design software products.

5. STAAD (STAAD.Pro) is a structural analysis and design software application, which helps structural engineers perform 3D structural analysis and design for both steel and concrete structures, and can transform a physical model created in the structural design software into an analytical model for structural analysis. SACS is an integrated finite element structural analysis package of applications that uniquely provides for the design of offshore structures, including oil and gas platforms, wind farms, and topsides of FPSOs and floating platforms. SACS software has been used by offshore engineers around the world for nearly 40 years.

6. It is stated that plaintiff no.1's respective software programs, and all user instruction manuals included with it are covered under the definition of a "literary work" and are entitled to copyright protection. It is further stated that these programmes have been developed for the plaintiffs by their employees, during the course of their employment with them and in India, the copyright subsisting in a work created by an employee belongs to the employer under the 'work for hire' doctrine. Thus, it is stated that the plaintiff no.1 is the owner of copyrights in their respective software programs developed by it and marketed in India by plaintiff no.2.

7. It is stated that the plaintiffs' software programs are 'works' that were first published in the USA, which is a member country of the Berne Convention, Universal Copyright Conventions and the World Trade Organization Agreement. The copyrights in the software programs namely STAAD.Pro and SACS are registered in the USA. It is stated that since India and the USA are both member countries of all the aforesaid Conventions, all such works first published in the USA are protected under Indian copyright law as though their works were first published in India. Thus, it is stated that the plaintiff no.1's works are protected in India under Section 40 of the Copyright Act, 1957 (hereinafter referred to as *'the Act'*) read in conjunction with the International Copyright Order, 1999.

8. It is further stated that through market sources, the plaintiffs came to learn that its most sought-after software programs, such as the various versions of SACS and STAAD are most susceptible to piracy. Owing to widespread piracy and on account of the fact that the plaintiffs suffer incalculable damage to their intellectual property rights and business on account of various forms of piracy in their software programs, the plaintiffs implemented Phone Home Technology, which verifies compliances of End-User License Agreement (EULA) and records unauthorized usage as "infringement hits", each reflecting instances of pirated use. Every user of the plaintiffs' software programs is required to understand and accept the terms and conditions of the EULA. The plaintiffs also maintain an extensive and frequently updated database of all their licensees who have acquired valid licenses for plaintiffs' software. It is stated that therefore, any person/entity using plaintiff no.1's software in a manner which goes beyond the EULA and/or the Customer License and Online Services Agreement (CLOSA), is in breach of contractual rights with the plaintiffs

and would also have violated the intellectual property rights subsisting within the software.

9. It is stated that the plaintiffs receive several infringement hits daily and after verifying each 'infringement hit', the plaintiffs take steps to identify the infringer and establish contact with it to redress the losses incurred due to the infringement.

10. It is stated that the defendant no.1, Oiltech Engineering (India) Private Limited, as per the MCA records, is a limited liability partnership concern incorporated in 2008 under the Companies Act, 1956, with its registered address in Chennai, Tamil Nadu. As per its interactive website www.oiltech.in, the defendant no.1 also appears to have offices located in Bangalore, Kuala Lumpur, Delhi and Changwon. Defendant no.2, Mr. Dilip Radhakrishnan is one of the directors of the defendant no.1.

11. It is claimed that the defendant no.1 was an Enterprise License Service Customer of the plaintiffs from 31.05.2016 to 30.05.2017, whereby the defendant no.1 company had purchased one (1) license of SACS in 2016, which expired in 2017. It is further stated that the defendant no.1 currently has a total of three (3) legal licenses (including add-ons and configurations) of plaintiff no.1's MicroStation software. It is further stated that in July 2019, the defendant no.1 reached out to one of the plaintiffs' channel partners, Aryatech Marine & Offshore Services (P) Ltd. (Delhi), to purchase plaintiffs' SACS software, pursuant to which several discussions took place between the plaintiffs' channel partner and the defendants, but no purchase was made from the defendants' end.

12. It is claimed that in the month of October 2022, the plaintiffs were informed from internal sources that the defendants were using pirated/unauthorized versions of plaintiff no.1's STAAD (STAAD.Pro) and

SACS software programs on their computer systems for business purposes. It is claimed that to verify the said information, the plaintiffs' representative checked their infringement portal to check whether any incident reports of infringement have been generated through the security mechanisms built into the plaintiffs' software, which revealed that the defendants have been using pirated/unauthorized versions of the plaintiff no.1's STAAD.Pro (STAAD Foundation Advanced Connect Edition) and SACS (Connect Edition) software programs including software add-ins for the business operations on at least 1 (one) computer system each from August, 2022 at their Chengalpattu as well as Bengaluru offices.

13. It is stated that the plaintiffs sent a Litigation Hold Notice dated 11.10.2022 to defendant no.2, in response to which, one Mr. Joe Arokiaraj (IT Head in defendant no.1 company), on 17.10.2022, sent a reply denying any unauthorized usage of plaintiffs' software programs.

14. It is further submitted that considering the longstanding business relationship with the defendants, plaintiffs' Indian channel partner Aryatech again reached out to defendants multiple times from October, 2022 to December, 2022, for a potential purchase of plaintiffs' software program, but no positive response was received from the defendants. It is further claimed that the plaintiffs hired an independent investigator in the month of October, 2022, from an independent investigation company namely eCluewise Services, who conducted various investigations on the defendant no.1 company and during online search, the investigator came across various profiles of defendant no.1's employees with qualification of Structural Design Engineer/Offshore Structural Design Engineering with few of them even mentioning that they were working on SACS and/or STAAD software. Thereafter, the investigator undertook telephonic

investigation of one of the defendant no.1's employees, Mr. Sudhir Mahalingapur, working in the Chennai branch, who confirmed that he was using plaintiffs' STAAD.Pro and SACS software programs. The plaintiffs also claim that before filing of this suit, they instituted a pre-litigation mediation before the Delhi High Court Mediation and Conciliation Centre, which ended as 'Not Settled'. Thereafter, the plaintiffs once again conducted a check on their infringement portal to understand the extent of the defendants' infringing activities and consequently, instituted the present suit.

Events during the pendency of the suit:

15. The suit was first listed on 30.01.2023, when this Court had granted an *ex-parte ad-interim* injunction against the defendants and summons were issued. Although a Written Statement was filed by the defendants on 27.04.2023, it remained under objections and thus, on 26.07.2023, a last opportunity was granted to the defendants to remove defects and bring the same on record. On 25.09.2023, while noting that the defects have not been removed, the learned Joint Registrar (Judicial) closed the right of the defendants to file the Written Statement as well as the reply to the injunction application.

16. On 10.11.2023, this Court granted a final opportunity of four (4) weeks to the defendants to bring the Written Statement on record subject to payment of costs of Rs.1 lakh. The said costs are claimed to have never been paid, as also recorded by the learned Joint Registrar (Judicial) in the order dated 11.01.2024 and yet again, the right of the defendants to file their Written Statement and Affidavits of Admission/Denial was closed. *Vide* order dated 20.02.2024, this Court rejected the defendants' plea for extension of time to pay the costs as well as to file the Written Statement.

17. Thereafter, on 16.05.2024, notice was issued on I.A. 11245/2024 under Order XIII-A, CPC filed by the plaintiffs seeking summary judgment. On 06.09.2024 and 19.11.2024, extensions were granted to the defendants to file reply to the said application. The defendants filed a reply on 07.03.2025, which was however returned under objections, and they were directed to take steps to bring it on record. On 31.07.2025, a final opportunity of one week was granted to bring the reply on record. Thereafter, *vide* order dated 13.11.2025, this Court recorded that the reply to I.A. 11245/2024 had remained under objections for nearly one year and, accordingly, closed the defendants' right to file the reply.

ANALYSIS AND FINDINGS:

18. This Court has heard the arguments of Mr. Pravin Anand, learned counsel for the plaintiffs, perused the plaint and examined the documents placed on record.

19. Mr. Muralidharan, learned counsel for the defendants had appeared however, except for seeking one more opportunity to file a reply, did not argue anything on the merits of the application. It is pertinent to note here that the notice of this application was issued on 16.05.2024, providing an opportunity to the defendants to file a reply within eight (8) weeks. On 06.09.2024 and 19.11.2024, extensions were granted to the defendants to file reply to the said application. From a perusal of the record, it appears that reply was filed on 07.03.2025 however, was under objections, which were never removed by the defendants despite opportunities on 07.03.2025 as well as 31.07.2025. Thereafter, *vide* order dated 13.11.2025, this Court had closed the defendants' right to file the reply to the application in consideration.

20. Before this Court examines the pleadings and evidence on record, it would be pertinent to note that there is neither any Written Statement of the defendants on record nor is there any reply *qua* the application seeking summary judgement on their behalf. It is noted from the docket orders that despite service and filing of the Written Statement, the defendants were not vigilant and did not take enough care to bring the Written Statement on record. Similar is the situation with the reply to the application under consideration. Thus, in the absence of any defence, the Court is to consider the suit and the present application.

21. It would be of some significance to bear in mind that in the absence of any rebuttal or traverse to the facts stated in the plaint and the application seeking summary judgement, this Court deems such facts to be admitted and proceeds to consider the present application and dispose of the same.

22. At the outset, it is relevant to note that Mr. Anand, learned counsel for the plaintiffs submitted that he does not wish to press for damages and restricts the claim to a decree of injunction and costs. This Court would limit its examination and adjudication to the injunction and costs alone.

23. The statement of costs has been filed by the plaintiffs as per which the plaintiffs have claimed to incur (i) Rs.2,01,000/- as Official Fees/Court Fees; (ii) Rs.2,54,087/- as expenses incurred on investigation, surveillance as well as miscellaneous expenses; and (iii) Rs.1,00,000/- as Legal Fees, bringing the total approximate costs to Rs.5,55,087/-.

24. Having regard to the fact that there is neither any Written Statement nor any reply to the present application seeking summary judgment, ordinarily, and in terms of the judgment in ***Disney Enterprises Inc. & Anr. vs. Balraj Muttneja & Ors., Neutral Citation 2014:DHC:964***, the need to

file the evidence by way of an affidavit in such circumstances is obviated. This Court in the judgement dated 20.10.2023 in ***Puma SE vs. Ashok Kumar,*** CS(COMM) 703/2022 also followed the said ratio. Although the ratio laid down in ***Disney Enterprises*** *(supra)* & ***Puma SE*** *(supra)* were in the context of an *ex-parte* proceeding where the defendants had not entered appearance, in contradistinction thereto, in the present case, the defendants had appeared, yet having regard to the fact that neither the Written Statement to the plaint nor any reply to the application seeking summary judgement, on behalf of the defendants, has been filed, there does not seem to be any plausible defence that can be raised by the defendants on facts. This Court is of the considered opinion that the defendants have no real prospect of successfully defending the claim and as such, nothing impedes this Court from considering the present application and passing appropriate orders thereon. This Court is fortified in its view by the ratio laid down by a Division Bench of this Court in ***M/s. Mapele Engineers India & Anr. vs. M/s. Regent Engineers Pvt. Ltd.,*** in RFA(COMM) 470/2025, the relevant paras of which are extracted hereunder:-

> *"**21.** The issue sought to be canvassed is required to be dealt with under the scheme of Order XIII-A of the CPC, which deals with the summary judgment. The procedure prescribed under the said Order is specifically framed for deciding suits without recording evidence.*
>
> ***22.** One of the objects is to have the decisions in a commercial suits decided expeditiously, which otherwise is prescribed under the aims and objects of the Commercial Court Act, 2015.*
>
> ***23.** The procedure provided under the aforesaid Order XIII-A for summary judgment may be invoked at the instance of either the plaintiff or the defendant, however, such recourse has to be taken thereunder after the summons have been served on the defendant or before the issues in respect of the suit claim are framed.*
>
> ***24.** Under Rule 3 of Order XIII-A, it is open to the Court to deliver a summary judgment against the plaintiff or the defendant on a claim, if the plaintiff has no real prospect of succeeding in the claim or the defendant has no real prospect of successfully defending the claim.*

25. *The Court can also deliver the summary judgment if there are compelling reasons as to why the claim should not be disposed of without recording the evidence.*

26. *The application for summary judgment which is to be moved in accordance with the procedure under Sub-rule 1 of Rule 4 of the Order XIII-A contemplates that such application must contain or satisfy the requirement under the clause (a) to (f) thereunder.*

27. *Before deciding the application for summary judgment, it is mandatory for the learned Commercial Court to grant opportunity of hearing to the other side and the time to grant such opportunity including that of reply to the application is prescribed to be 30 days' notice.*

28. *The other side to the application for summary judgment is required to disclose its contents to the application in addressing the points set out in clause (a) to (f) of Sub-rule 3 of Rule 4 of Order XIIIA.*

29. *The said Order further empowers the Court to pass a conditional order or decide the application in terms of the Rule 6 of Order XIII-A.*

30. *Under the provisions of Order VI Rule 1 of the CPC, "pleadings" are defined to mean a plaint or a written statement. Further, under Rule 2 of Order VI material facts are required to be pleaded and not the evidence.*

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49. *The said reply is carefully perused in the light of the respective pleading in the plaint, written statement and an application moved under Rule 4(1) of Order XIII-A by the respondent-plaintiff. Not only the reply to the summary judgment does not disclose the material fact but also the appellants have failed to furnish the reasons as to why the relief sought by the plaintiff should not be granted.*

50. *But for denying entire claim and conveniently disputing the contents of mail dated 30th March, 2024, there is no reason set out by the appellants based on either pleadings or documentary evidence to infer that the suit is required to be decided only after recording the evidence i.e., complete trial.*

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53. *It was expected of the appellants not only to explain such denial but also to put forth their case in the written statement so also in the reply to the application for summary judgment. It is worth to mention here that, it is upon oral assessment of the pleadings of the rival parties, it is for the Court to dispense with the proof of the document.*

54. *The appellants have failed to conduct themselves in accordance with the provisions of Order VIII Rule 3A as well as Order XI Rule 4. In such an eventuality, the Commercial Court cannot be inferred to have conducted itself contrary to the aforesaid provisions in the matter of decreeing the suit.*

> ***55.*** *In the aforesaid background, what is required to be appreciated is a summary judgment can be delivered, in case, it is noticed that the appellants–defendants have no real prospect of successfully defending the claim put forth by the plaintiff–respondent.*
>
> *xxx xxx xxx*
>
> ***59.*** *In such an eventuality, the learned Commercial Court, in our opinion, was justified in proceedings against the appellants to infer that the appellants-defendants have no real prospect of successfully defending the claim. Such opinion has been formed by the learned Commercial Court, having regard to the replies submitted by the appellants under sub-Rule (3) of Rule 4 of Order XIII-A.*
>
> *xxx xxx xxx*
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> ***62.*** *If we consider both these mails, there is a reason to believe that the appellants cannot, in real terms, dispute the contents of the said email, having accepted that such e-mail was issued and is in the possession of both the parties to the suit. The contents of these mails can be inferred to be establishing the case of the plaintiff, if are read and appreciated in the light of other documents and rival pleadings.*
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> ***63.*** *Though the appellants-defendants in the reply to the application for summary judgment have pleaded that the contents of the material can be proved through recording of evidence, however, if the pleadings of the plaintiff, the pleadings in the written statement, the contents of the emails referred above and that of plea raised in the application for summary judgment and reply thereto, sufficiently establishes and as rightly so inferred by the learned Commercial Court, that the appellants-defendants had no prospect of successfully defending the claim…"*

25. The ratio laid down by the learned Division Bench in ***M/s. Mapele Engineers*** *(supra)* after a thorough and minute examination of the provisions of Order XIII-A of the Code of Civil Procedure as amended by the Commercial Courts Act, 2015 read with Order VIII Rule 3A of the CPC, clearly postulate as to what are the various essential factors required to be stated by a defendant in the Written Statement and while replying to the application under Order XIIIA of the CPC and the effect thereto in the absence of such essential and crucial defence. In the present case, the situation is rather precarious, in that, the defendants have neither filed the Written Statement nor the reply to the application under consideration. Thus, leaving no choice other than to deem that the facts narrated in the

plaint as well as the present application, are admitted. *Ergo,* the defendants have failed to furnish any reason whatsoever, as to why the relief sought by the plaintiffs, should not be granted.

26. Further, this Court in ***Sandisk LLC & Anr. vs. Memory World: 2018 SCC OnLine Del 11243***, has observed the authority of Commercial Courts to pass a summary judgment as under:-

> *"**12.** Order XIII-A of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 empowers this Court to pass a summary judgment, without recording evidence, if it appears that the defendants have no real prospect of defending the claim and there is no other compelling reason why claim should not be disposed of.*
>
> ***13.** In the opinion of this Court, the defendant has no real prospect of defending the claim and no other compelling reason appears to this Court why claim of the plaintiffs should not be disposed of. This is so because the defendant has not filed its written statement despite entering appearance on 27th April, 2018, as stated above, nor denied the documents of the plaintiffs. Moreover, as the defendant is selling counterfeit products bearing the plaintiffs' SanDisk trademark and product packaging, it is a clear case of infringement of the plaintiffs' registered trademark…"*

27. This Court in the case of ***Su-Kam Power Systems Ltd. Vs. Kunwer Sachdev & Anr.: 2019 SCC OnLine Del 10764*** has held as under:-

> *"**90**. To reiterate, the intent behind incorporating the summary judgment procedure in the Commercial Courts Act, 2015 is to ensure disposal of commercial disputes in a time-bound manner. In fact, the applicability of Order XIIIA, CPC to commercial disputes, demonstrates that the trial is no longer the default procedure/norm.*
>
> ***91.** Rule 3 of Order XIIIA, CPC, as applicable to commercial disputes, empowers the Court to grant a summary judgment against the defendant where the Court considers that the defendant has no real prospects of successfully defending the claim and there is no other compelling reason why the claim should not be disposed of before recording of oral evidence. The expression "real" directs the Court to examine whether there is a "realistic" as opposed to "fanciful" prospects of success. This Court is of the view that the expression "no genuine issue requiring a trial" in Ontario Rules of Civil Procedure and "no other compelling reason for trial" in Commercial Courts Act can be read mutatis*

> *mutandis. Consequently, Order XIIIA, CPC would be attracted if the Court, while hearing such an application, can make the necessary finding of fact, apply the law to the facts and the same is a proportionate, more expeditious and less expensive means of achieving a fair and just result.*
>
> ***92.*** *Accordingly, unlike ordinary suits, Courts need not hold trial in commercial suits, even if there are disputed questions of fact as held by the Canadian Supreme Court in Robert Hryniak (supra), in the event, the Court comes to the conclusion that the defendant lacks a real prospect of successfully defending the claim…"*

[Emphasis Supplied]

28. Bearing the above trite proposition of law, it would be appropriate to consider the facts emanating in the suit plaint and consider the application.

29. Plaintiff no.1 i.e., Bentley Systems INC. is a Delaware based corporation with its principal office in Pennsylvania, USA while plaintiff no.2 is the wholly owned subsidiary of plaintiff no.1 with its registered office at New Delhi. Plaintiffs claimed to be leading providers of infrastructure software solutions to engineers, architects, geo-spatial professionals, constructors etc. Plaintiff no.1 is the owner of copyright in STAAD and SACS software program developed by it and marketed in India by plaintiff no.2. It is stated that these software are one of the most widely used structural analysis and design software products. It is by virtue thereof that there is widespread and rampant piracy so far as the aforesaid two software programs are concerned.

30. In order to protect its software programs and to reduce the risk of piracy, the plaintiffs developed and implemented Phone Home Technology, which verifies EULA-compliant use and records unauthorized usage as "Infringement Hits", each reflecting instances of pirated use. Before any user can put to use the aforesaid two software programs, it is necessary for such user to understand and accept the terms and conditions of the EULA. The plaintiffs verify each of such infringement hits and take steps to

identify the infringer and establish contact with such infringer to redress the losses incurred due to infringement.

31. It is claimed that the defendant no.1 was an Enterprise License Service Customer of the plaintiffs from 31.05.2016 to 30.05.2017, whereby the defendant no.1 company had purchased one (1) license of SACS in 2016, which expired in 2017. It is further stated that in July 2019, the defendant no.1 reached out to one of the plaintiffs' channel partners, Aryatech Marine & Offshore Services (P) Ltd. (Delhi), to purchase plaintiffs' SACS software, pursuant to which several discussions took place between the plaintiffs' channel partner and the defendants, but no purchase was made from the defendants' end. Currently, the defendant no.1 has a total of three (3) legal licenses (including add-ons and configurations) of plaintiff no.1's MicroStation software.

32. Sometime in August 2022, the plaintiffs came to know about the defendant's infringement of plaintiff no.1's copyright when it used the pirated/unauthorized version of STAAD.Pro and SACS on at least one computer system each at Chengalpattu as well as Bengaluru offices. Admittedly, the defendants had only three (3) licenses for MicroStation software and no license for the aforesaid two software programs. Plaintiffs sent a Legal Hold Notice on 11.10.2022 via e-mail calling upon defendants to preserve all documentary, tangible and electronic material relating to infringement and unauthorized use of the pirated versions of the aforesaid softwares. One Mr. Joe Arokiaraj, IT head in defendant no.1 company denied unauthorized usage of plaintiff's software programs *vide* the e-mail dated 17.10.2022.

33. In order to ascertain the veracity of the claim of the defendants, the plaintiffs engaged services of an independent investigator namely, Mr.

Chandra Bhan Singh, who spoke to one Mr. Sudhir Mahalingapur, Offshore Structural Engineer in the defendant no.1 company, on 20.10.2022, who admitted using the STAAD.Pro and SACS software programs. In support of the said aspect, the Investigator filed his own affidavit dated 24.01.2023 before this Court.

34. The plaintiffs instituted a pre-institution mediation bearing Mediation Petition No.434/2022. On the last day of the mediation session dated 19.01.2023, the defendants' counsel sent an e-mail to the Mediation Centre alleging that neither the plaintiffs nor their counsel ever sent any details of evidence of infringement. It was also claimed that an internal audit of the IT Systems located at Chennai and Bangalore revealed no usage and installation of any unauthorized software of the plaintiffs. The defendants also indicated its unwillingness to take the mediation process forward. Thus, the mediation ended as 'Not Settled'.

35. Plaintiffs, sometime in the month of January, 2023, conducted a check on their infringement portal to assess the extent of unauthorized usage and infringement activities by the defendants and found the following infringement hits:-

Sl. No.	MAC Addresses	Egress IP and Location	User Email Address	Wifi SSID	Software Product	No. of Infringement hits	First instance of Infringement	Last instance of Infringement
1.	5c93a2a41bb7; 68f728013559[d]	157.45.155.88 (Bengaluru)	N/A	OILTECH ENGINE ERING	SACS Connect Edition	173	13/08/2022	06/01/2023
2.	18dbf258348c; 00090faa0001[d]	14.98.34.190 (Chengalpattu)	j.joe@oiltech.in	N/A	STAAD Foundation Advanced Connect	3	02/09/2022	30/09/2022

36. Immediately, the plaintiffs filed the present suit and obtained an *ex-parte ad-interim* injunction on 30.01.2023. Having regard to the fact of the defendants' habitual infringement, the plaintiffs again checked their infringement portal in the month of May, 2024 where they found fresh

instances of infringement committed by the defendants, in contempt of the *ad-interim* injunction order dated 30.01.2023 passed against them, with the machine at SI. No.01 with the last date of infringement as 08.05.2024. The same would be clear by the table reproduced hereinbelow:

Machine Sl. No.	MAC Addresses	Egress IP and Location	User Email Address	Wifi SSID	Software Product	Number of Infringement hits	First instance of Infringement	Last instance of Infringement
2.	5c93a2a41bb7; 68f728013559[d]	157.45.155.88 (Bengaluru)	N/A	OILTECH ENGINEERING	SACS Connect Edition	338	13/08/2022	08/05/2024

37. Plaintiffs asserted that from the said infringement report coupled with the investigations conducted by the plaintiff, it is clear that the defendants have used pirated/unauthorized versions of plaintiff no.1's STAAD and SACS software programs. The report suggested unauthorized use of SACS Connect Edition at least 338 times in the Bengaluru office till 08.05.2024 and similar unauthorized use of STAAD Foundation Advanced Connect on one computer system at least three times till September, 2022 in Chengalpattu office.

38. Plaintiff asserted that the aforesaid usage being unauthorized and pirated version of plaintiff's software is in the knowledge of the defendants and such usage is *malafide*.

39. It appears that the defendants rather than procuring genuine licenses have used pirated/unauthorized versions of the said softwares. The defendants have by such use, infringed plaintiff no.1's copyright subsisting in the software programs. Understandably, the unauthorized use without an authorized license caused harm to the plaintiffs and correspondingly

resulted in unjust enrichment by the defendants from the work created out of use of the unlicensed software programs.

40. Having regard to the fact that there is nothing on record to suggest that the statement of facts and contentions urged by the plaintiffs are either false or incorrect, it is deemed that the defendants have infringed the copyright of the plaintiff no.1 in STAAD and SACS software programs. Nothing has been placed on record to indicate that the usage of the STAAD and SACS software by the defendants in the Chengalpattu and Bangalore office was either authorized or licensed by the plaintiffs, thus, such usage would constitute infringement of the copyright of plaintiff no.1 in the said softwares.

41. In view of the infringement as found above, the plaintiffs would be entitled to a decree of permanent injunction restraining the defendants, their agents, franchisees, servants and all others acting for and on their behalf, from directly or indirectly copying, reproducing, storing, installing and/or using pirated/unlicensed software program(s) of plaintiff no.1 including but not limited to SACS and STAAD and its various versions or any other software programs developed by the plaintiffs in any manner that may amount to infringement of the plaintiffs' copyright subsisting in its software programs and software related documentation.

42. So far as the issue of damages is concerned, Mr. Pravin Anand, learned counsel appearing for the plaintiffs had stated that the plaintiffs would not press for damages, however, would press their claim on costs.

43. The plaintiffs have placed on record the statement of costs incurred by the plaintiffs which are divided into three categories and for the sake of convenience, are reproduced hereunder in a tabulated form:-

A. Official Fees / Court Fees:

Sl. No.	Particulars	Amount
1	Towards court fees paid in the matter	INR 2,01,000 approx.
Total amount = Rupees Two Lakhs One Thousand Only		INR 2,01,000

B. Expenses incurred

Sl. No.	Particulars	Amount
1	Investigation expenses incurred towards internet-based investigation, telephonic investigation and surveillance @INR 1,50,000; Miscellaneous expenses incurred towards notarization, notice, compliance, certified copies of the Orders, courier, telephone calls, purchase of stamp papers, colour screen shots, postage, faxes, stationery, follow up with clients and other miscellaneous expenses.	INR 2,54,087 approx.
Total amount = Rupees Two Lakh Fifty-Four Thousand Eighty Seven Only		INR 2,54,087

C. Legal Fees Incurred:

Sl. No.	Particulars	Amount in INR
1	Towards drafting and filing of the suit as well as towards preparation and appearance of the counsels.	INR 1,00,000 approx.
Total amount = Rupees One Lakh Only		INR 1,00,000

44. Having regard to the statement of costs filed by the plaintiffs which appear to be reasonable, this Court directs that the plaintiffs shall be entitled to a cost of Rs. 5,55,087/- on account of Court Fees, other expenses

incurred and the legal fee incurred. The deficit Court Fee, if any, be affixed by the plaintiffs.

45. In view of the aforesaid analysis and findings, the present application is allowed.

46. Accordingly, the suit is hereby decreed in favour of the plaintiffs and against the defendants in terms of para 52(a) and (e) of the prayer clause of the plaint. The plaintiffs are entitled to a sum of Rs.5,55,087/- as costs, to be paid by the defendants jointly and severally.

47. Decree sheet be drawn up in terms thereof.

48. The present suit is hereby disposed of, alongwith the pending applications.

TUSHAR RAO GEDELA
(JUDGE)

MARCH 10, 2026/*yrj/rl*