

IN THE COURT OF DISTRICT JUDGE, DELHI

SUIT NO. 452 OF 2004

17/11/04



IN THE MATTER OF:

Mr. Ajai Sahni
S/o Late Sh.Dev Sahni,
R/o 474, Sector-A
Pocket C, Vasant Kunj,
New Delhi-110070.

TM-42/11
29/01/2011

PLAINTIFF

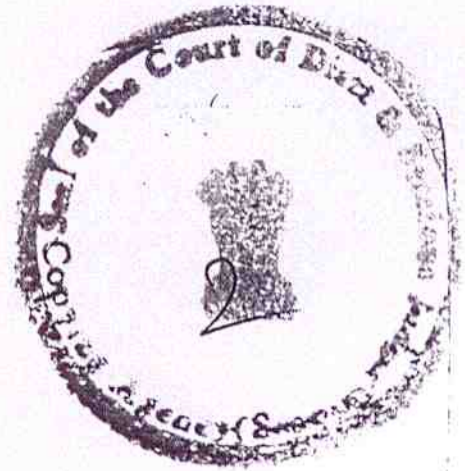
VERSUS

1. **Ms. Monique Mekenkamp**
Programme Coordinator Africa & Asia,
European Centre for Conflict Prevention,
PO Box 14069,
3508 SC Utrecht,
The Netherlands.
Also at <m.mekenkamp@euconflict.org>
And co-editor of the
Book "Searching for peace
in Central Asia: An Overview of conflict
Prevention and Peace Building Activities".

2. **Paul van Tongeren**
Founder and Executive Director,
European Centre for Conflict Prevention,
PO Box 14069,
3508 SC Utrecht,
The Netherlands.
Also co-editor
of the book "Searching for peace
in Central Asia: An Overview of Conflict
Prevention and Peace Building Activities".

3. **Hans van de Veen**
Senior Journalist and Coordinator,
Environment and Development Production,
Amsterdam,
The Netherlands.
Also co-editor of the
Book "Searching for peace
In central Asia An overview of Conflict
Prevention and peace Building Activities".





4. Mr. Kristoffel Lieten

Director of the Survey "Multiple Conflicts
in Northeast India" and Associate Professor,
The Amsterdam School of Social Sciences,
The University of Amsterdam.
Also at kli@iisg.nl and g.c.m.lieten@uva.nl

5. Lynne Rienner Publishers

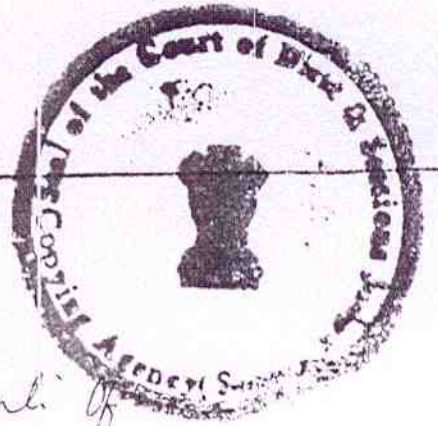
1800 30th, Street, Suite 314,
Boulder Colorado,
80301, U.S.A.

Also at [<cservice@rienner.com>](mailto:cservice@rienner.com)

DEFENDANTS

SUIT FOR PERMANENT INJUNCTION RENDITION OF
ACCOUNTS & DAMAGES





29.11.2011

At. Ld. Proxy Cl. for plaint of
None for the defendants
who are ex parte.

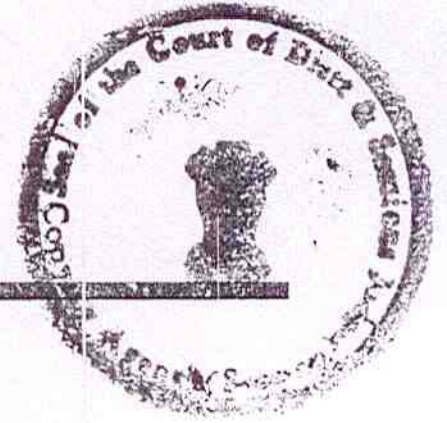
Clarifications addressed.

Put up for orders tomorrow

i.e. 30.11.2011.

ll
(MAN MOHAN SHARMA)
AD-72 Central
28.11.2011





TM No.: 42/11

30.11.2011

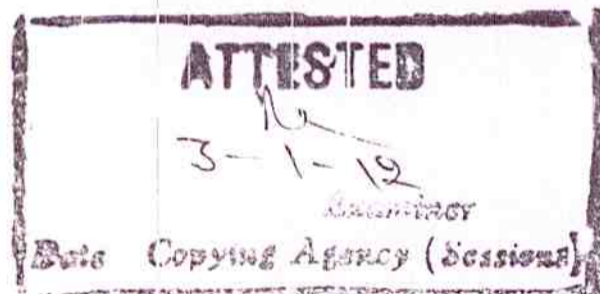
Present: None for plaintiff

None for defendant

Vide my separate judgment the suit of the plaintiff is decreed on the terms stated therein. Decree sheet be drawn accordingly. File be consigned to Record Room.

*Disheet
prepared*

Man Mohan Sharma
ADJ (Central)-12, Delhi
30.11.2011





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IN THE COURT OF SHRI MAN MOHAN SHARMA
ADDITIONAL DISTRICT JUDGE (CENTRAL) 12
TIS HAZARI COURTS, DELHI.

T M no.: 42/2011

Unique case ID no. : 02401C0037032008

Mr. Ajai Sahni
S/o Late Sh. Dev Sahni
R/o 474, Sector-A
Pocket C, Vasant Kunj,
New Delhi-110 070

.....Plaintiff

Versus

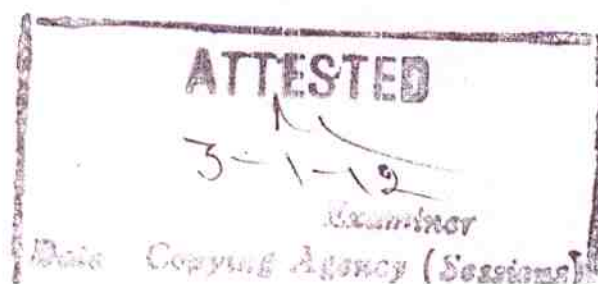
1. Monique Mekenkamp
Programme Coordinator Africa & Asia,
European Centre for Conflict Prevention,
PO Box 14069,
3508 SC Utrecht,
The Netherlands
Also at <m.mekenkamp@euconflict.org>
And Co-editor of the
Book "Searching for peace
in Central Asia: An Overview of conflict
Prevention and Peace Building Activities"

2. Paul van Tongeren

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T. M. No. 42/2011 Ajai Sahni vs. Monique Mekenkamp & Ors.

Page 1 of 28





Founder and Executive Director,
European Centre for Conflict Prevention,
PO Box 14069
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4. Kristoffel Lieten
The Amsterdam School of Social Sciences,
The University of Amsterdam
Also at Kli@iisg.nl and g.c.m.lieten@uva.nl
5. M/s Lynne Rienner Publishers
1800 30th, Street, Suite 314,
Boulder Colorado,
80301, U.S.A.





Also at <cservice@rienner.com>

.....Defendants

Date of institution : 17.11.2004
Date of reserving judgment : 29.11.2011
Date of pronouncement : 30.11.2011

Suit for permanent injunction rendition of accounts & damages

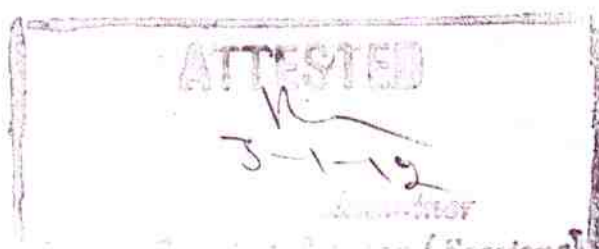
JUDGMENT

1. The plaintiff has filed a suit for permanent injunction, rendition of accounts and damages against the defendants on the facts as propounded in the plaint.

2. Briefly stated, the facts of the case are:-

(a) The plaintiff is the Executive Director of the Institute of Conflict Management. He is also the Project Director of ICM's Database & Documentation wing;

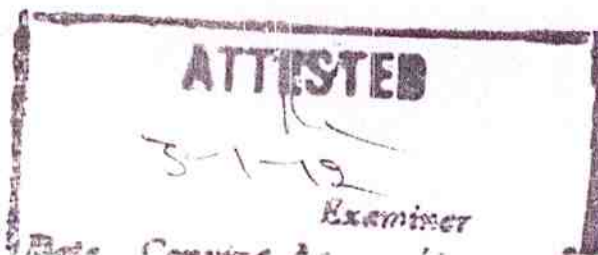
(b) Plaintiff has researched extensively on terrorism and low intensity warfare in the Indian subcontinent, and is the co-editor with K.P.S. Gill,





a retired IPS Officer, of "Terror & Containment: Perspectives on Indian's Internal Security". Apart from this the plaintiff is also the Editor of "South Asia Intelligence Review", responsible for conceptualization, planning and editorial oversight of the weekly web journal on terrorism and sub-conventional war in the South Asian region. The plaintiff has also been the executive editor of "Surya" Magazine from February 1991 to March 1994. Plaintiff has also been the co-ordinator of various Focused Group Discussions, seminars and workshops organized by ICM at various locations on the subjects connected with terrorism, conflict and internal security, and related developmental and policy issues;

(c) The plaintiff has a large number of quality publications to his credit. The plaintiff has more than a hundred articles and academic papers published in various magazines and journals.





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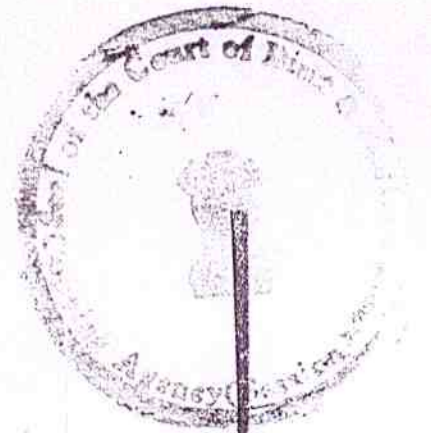
These have been primarily concentrated on political events, conflict, terrorism and low intensity warfare, economic, developmental and environmental issues;

(d) The plaintiff has also been a member of various Social/Academic Institutions including United Services Institution of India, Institute of Defence Studies, India International Center, India Habitat Center, Press Club of India. The plaintiff has also been the Producer with Contemporary Features Television; the Executive Producer (News & Current Affairs) with Jain Satellite Television. The plaintiff has also held additional charges as the Acting Director, Jain Studios from February 1991 to December 1991. The plaintiff is well known for his research skills in the area of insurgency and terrorist violence.

(e) The defendant no. 1 is the Programme Coordinator Africa & Asia of the European

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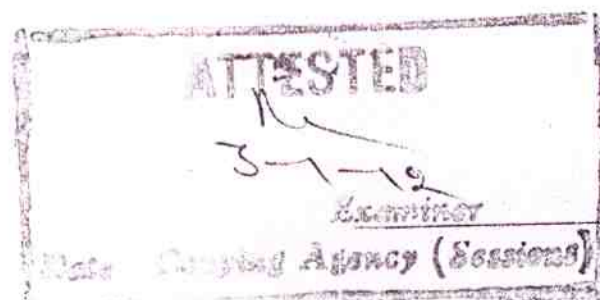




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Centre for Conflict Prevention (ECCP) an independent Non Governmental Organization (NGO) based in Utrecht, Netherlands and is also the Co-editor along with defendants no. 2 and 3 of the book "Searching for peace in Central Asia: An overview of Conflict Prevention and Peace Building Activities", which contains the infringing survey. The defendant no.2 is the founder and Executive Director of the ECCP. The defendant no. 3 is senior Journalist and Coordinator of Environment and Development Productions, based in Amsterdam. The defendant no. 4 is an Associate Professor, the Amsterdam School of Social Sciences, University of Amsterdam, Netherlands and also the author of the infringing survey "Multiple Conflicts in Northeast India", which has been materially and substantially copied from the plaintiff's survey titled "Survey of Conflicts & Resolution in India's Northeast"

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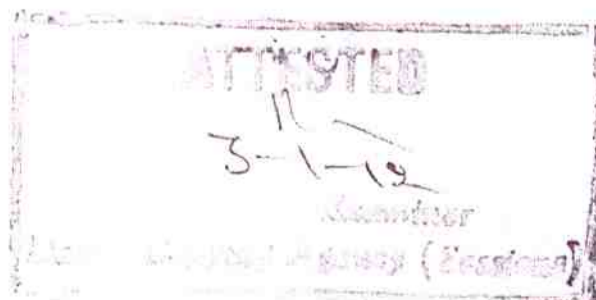




published in the book "Faultlines writings on conflict and resolution", volume 12, edited by Mr. K. P. S. Gill & the plaintiff. Defendant no. 5 is the publisher of Book "Searching for Peace in Central and South Asia: An overview of Conflict Prevention and Peace Building Activities" containing the infringing survey.

(f) Defendant no. 1 had requested the plaintiff to conduct a survey in the insurgency affected area of the North Eastern Part of India and offered to enter into a contract with the plaintiff for the same and to include the plaintiff as the author/coordinator of the survey for US\$ 4000 as consideration vide her e-mail dated 17.01.2001. Defendant no.1 also offered to pay the plaintiff half the total amount, i.e. US\$ 2000 as the first remuneration after the receipt of the first draft of the survey from the plaintiff. Plaintiff had submitted the complete survey paper on

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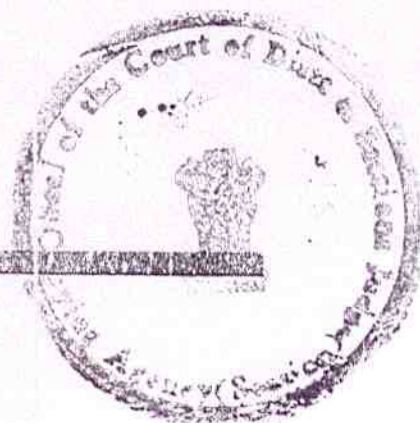


03.05.2011 through e-mail. But the first remuneration of 2000US\$ for writing the survey was never transferred to the plaintiff's bank account. Further the defendant no. 1 unilaterally reduced the original amount of remuneration for the survey to 3000 US\$ in total vide the e-mail dated 08.02.2002 and declined to grant the authorship of the survey to the plaintiff when published.

(g) Consequently, the plaintiff terminated the agreement vide e-mail dated 26.02.2002 and proposed to publish his survey elsewhere and cautioned defendant no. 1 against any infringement of his intellectual property rights. The plaintiff got his survey published under the title "Survey of Conflicts & Resolution in India's Northeast" published in the book "Faultlines Writings on conflict and resolution", volume 12, edited by Mr. K.P.S Gill & the plaintiff published

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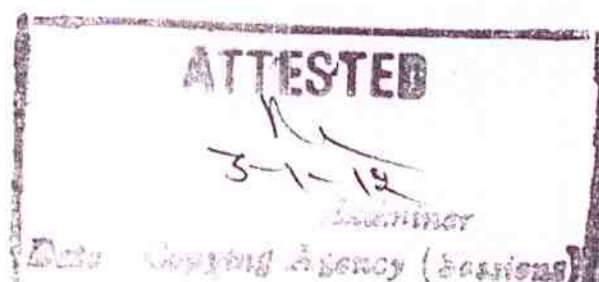




by Bulwark Books for ICM in May 2002. The defendant no. 1 despite the assurance however got the survey published in the year 2003 in the book "Searching for Peace in Central and South Asia: An Overview of Conflict Prevention and Peace Building Activities" edited by defendant no.2, defendant no. 3 and defendant no. 1 herself under the title "Multiple Conflicts in Northeast India" with defendant no. 4 as the author and defendant no. 5 as the publisher.

(h) Besides this the infringing survey also appears on the website <http://www.conflict-prevention.net>. The above-mentioned survey has been substantially, and on many occasions verbatim and in a paraphrased version copied from the plaintiff's survey in out right violation of his copyright. Defendant no. 4's survey is merely a reproduction of the plaintiff's survey, which has no originality of its own. There is sufficient

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objective similarity between the plaintiff's work and defendant no. 4's work thus infringing the plaintiff's copyright in survey. The work of defendant is nothing but a literal imitation of the copyrighted work of the plaintiff with some variations here & there and hence it would amount to violation of the copyright of the plaintiff.

(i) Defendant no. 4's survey has been copied from those of the plaintiff to the extent that a reader after having read both the surveys would be clearly of the opinion and would get an unmistakable impression that defendant no.4's survey is a copy of the plaintiff's survey. There has been present *animus furandi* on the part of the defendant no. 4 to copy from the plaintiff's work while writing his article, which is equivalent to an intention on the part of defendant no 4 to take for the purpose of saving himself of labour.

(j) On 06.09.2004 the plaintiff on a visit to the

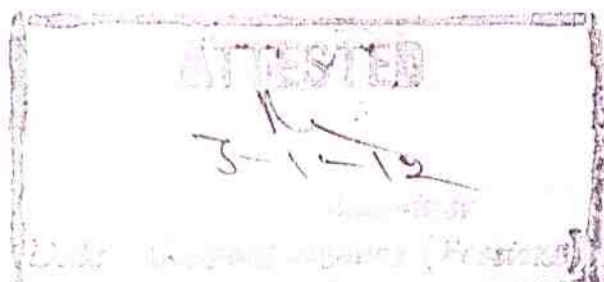
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market purchased the book titled as "Searching for peace in Central & Peace Building Activities" & realized that his article has been copied by the defendant. The plaintiff has suffered monetary, mental and emotional damages on account of breach by the defendants. Though the damages suffered by the plaintiff cannot be assessed, however for the purpose of this suit the plaintiff is limiting the damages to Rs.15,00,000/-. It is further averred that plaintiff is also entitled to a decree for rendition of accounts of the defendants. Defendant no. 4 be directed to produce the books of accounts showing the sale of the book containing the infringing survey.

3. Summons of the suit was sent to the defendants. Appearance on behalf of all the defendants was caused on 25.01.2005 as per the minutes of proceedings of even date. The defendant no. 5 has been proceeded *ex-parte* vide minutes of proceedings dated 11.04.2005. On that day itself the defendant no. 4 had filed written statement which

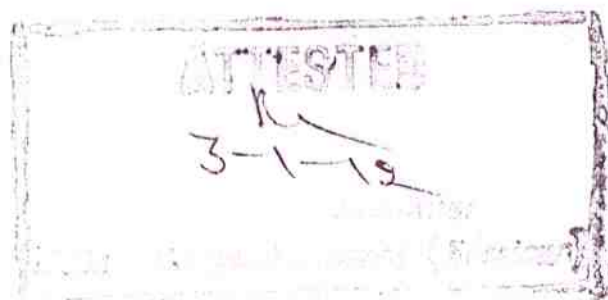




was adopted by defendant no. 1, 2 and 3.

4. In its written statement the defendant no. 4 stated that the paras. 1 to 6 of the plaint were not relevant to the controversy hence did not need any reply. Para 7 of the plaint was not denied but it was stated that survey of defendant no. 4 "Multiple conflicts in North East India" has been materially and substantially copied from the survey of the plaintiff titled "Survey of Conflict & Resolution in India's North East". The survey of defendant no. 4 is an original piece of work which has been produced with his skill and intellectual resources. The plaintiff has suppressed the material facts primarily that the plaintiff was supposed to prepare the survey as per the format and guidelines of the defendant no. 1 and further the draft was subject to approval etc. by experts engaged by the defendant no. 1. The survey as sent by the plaintiff not within the four corners of guidelines of the defendant no. 1 which required editing resulting in reduction of fee of the plaintiff. The plaintiff not in covenant cancelled the contract. Still the defendant no. 1 offered to pay the sum of US\$ 3000 and to publish the name of the plaintiff as one of the contributors. Since the plaintiff did not agree the defendant no. 1 assured the plaintiff that he was free to get his

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article published anywhere else in view of termination of contract. The suit is thus an after thought. Under these facts and circumstances the defendant no. 1 was constrained to engage defendant no. 4 to write a fresh survey with his own skill, labour and judgment. The defendant no. 4 is well qualified. The infringement of copyright or substantial reproduction has been denied in toto. The various averments of the plaintiff on merits have been denied word by word and it is prayed that the suit be dismissed with exemplary costs.

5. The plaintiff filed the replication in which he denied the averments of written statement and reiterated the averments of the plaintiff.

6. On the available pleadings the following issues were framed on 20.02.2006:-

1. Whether the defendant copied survey of the plaintiff titled "Survey of Conflicts & Resolution in India's North East", and, if so its effect? OPP
2. Whether the survey was to be prepared as per format and guidelines given by the defendant

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no. 1 and was subject to their approval, scrutiny and revision of the experts of defendant no. 1, if so its effect? OPP

3. Whether the defendant assured the plaintiff to get the article published anywhere else after termination of contract by the plaintiff, if so, its effect?

4. Relief?

7. In order to prove his case, plaintiff examined himself as PW-1 as his sole witness. He tendered his evidence by way of an affidavit Ex.PW1/A. PW-1 in his evidence has tendered documents Ex.PW1/1 to Ex.PW1/15. The witness was cross examined on behalf of the contesting defendants.

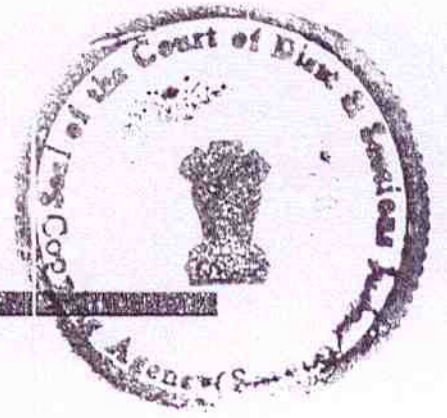
8. No evidence has been led by the defendants. The defendant nos. 1 to 4 have been proceeded as ex-parte vide minutes of proceedings dated 08.05.2008. They did not join the proceedings thereafter.

9. I have heard the arguments as advance on behalf of the plaintiff and perused the records of the case.

10. I will take up the issues in the order of 2, 3, 1 and 4 for the

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purpose of determination in order to put the facts in the correct perspective.

Issue no. 2 & 3

Whether the survey was to be prepared as per format and guidelines given by the defendant no. 1 and was subject to their approval, scrutiny and revision of the experts of defendant no. 1, if so its effect?

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Whether the defendant assured the plaintiff to get the article published anywhere else after termination of contract by the plaintiff, if so, its effect?

11. The onus of these issues has been put on the plaintiff, albeit it is the defendant no. 4 who had taken up these averment in his written statement and adopted by the other defendants viz. nos. 1 to 3. However the question of onus fades into insignificance as the PW1 has admitted in his cross-examination that the survey for which the plaintiff was commissioned by the defendant no. 1 was to be written in a particular format.

12. PW1 further states in his cross examination that when he was given the task of carrying out survey by the defendant no. 1 the plaintiff was given broad guidelines on the format which were

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subsequently amended on various occasions; various parameters were discussed and broad coverage of survey was generally defined. PW1 denied the suggestion that the first survey sent by the plaintiff to the defendant no. 1 on 03.05.2001 was not as per format and guidelines given by the defendant no. 1.

13. PW1 has also admitted in his cross examination that the survey sent by him was subject to approval and revision by the defendant no. 1.

14. In view of the above admission it is established on record that the survey was to be prepared as per format and guidelines given by the defendant no. 1 and was subject to the approval, scrutiny and revision by the defendant no. 1. However what was the particular format in tangible terms has not been established on record.

15. However no definite consequences flow from the same as in the admitted case of the defendants that the survey as sent by the plaintiff not within the four corners of guidelines of the defendant no. 1 which required editing resulting in reduction of fee of the plaintiff, which proposition was not accepted by the plaintiff and he cancelled the contract. Even thereafter the defendant no. 1 offered to pay to the

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plaintiff a sum of US\$ 3000 and to publish the name of the plaintiff as one of the contributors but the plaintiff did not accept the same also. It is the admitted case of the defendants that the defendant no. 1 assured the plaintiff that he was free to get his article published anywhere else in view of termination of contract. Thus for all practical purposes the contract between the parties (i.e. the plaintiff and the defendant no. 1) stood mutually concluded and the plaintiff was at liberty to publish his survey at his wish and desire.

16. The finding on the issue nos. 2 and 3 is returned accordingly.

Issue no. 1

Whether the defendant copied survey of the plaintiff titled "Survey of Conflicts & Resolution in India's North East", and, if so its effect?

17. PW1 admitted in his cross examination that very limited academic resources are available on the subject of insurgency in Northeast India. PW1 however denied the suggestion that anyone undertaking a survey on the said subject has very limited resources available to him. He stated that his portal contains the largest data base on insurgency and conflict in the Northeast (again said South Asia including large sections on the Indian Northeast). Such studies

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are also conducted by the Defence and United Service Institution of India.

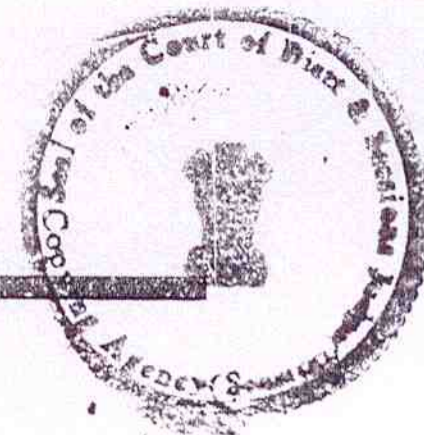
18. PW1 denied the suggestion that the survey conducted by the defendant no. 4 has not been copied from his survey and is a completely original work produced by the defendant no. 4 with his own skill and intellectual resources. He also denied the suggestion that the resemblance in format of both the surveys is because of the fact that the defendant no. 1 had given the plaintiff a particular format. The witness also denied the suggestion that the manner of treatment, approach towards the subject, perspective and the view point sought to be propagated in both the surveys are radically different and in some instances diametrically opposite. He also denied the suggestion that only common similarity between both the surveys is the common theme of insurgency and terrorism in North East India.

19. PW1 denied the suggestion that the defendant no. 1 produced his survey with his labour and skill or that it was the original work of him.

20. PW1 admitted the suggestion the defendant no. 1 had sent him a copy of the survey conducted by defendant no. 4 and offered the

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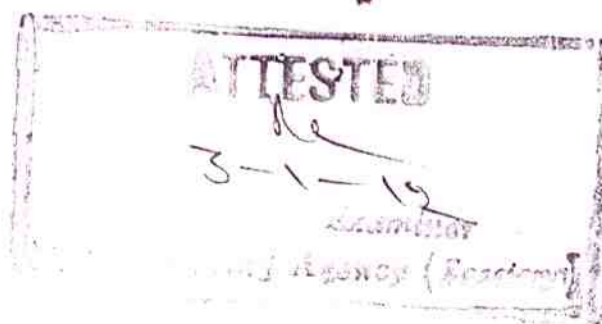


plaintiff to mention his name as joint contributor.

21. The Copyright law protects original literary, dramatic, musical and artistic works and cinematograph films and sound recordings from unauthorized uses. Unlike the case with patents, copyright protects the expressions and not the ideas. There is no copyright in an idea. It is the expression of the idea, as a tangible form, which is subject matter of copyright. There is no copyright in ideas however original or brilliant in information. What copyright protects is not the raw material from which the work is created but the skill and labour employed by the author in the creation of the work.

22. In the case of a work made in the course of the author's employment under a contract of service or apprenticeship, the employer shall, in the absence of any agreement to the contrary, be the first owner of the copyright therein. In the case in hand it is the admitted position on behalf of the defendants that the plaintiff refused to accept the offer of the defendant no. 1 and hence the contract between the parties was cancelled. It is also specifically admitted in the written statement that the defendant gave a clean chit to the plaintiff to get the work published in his own name and as per his

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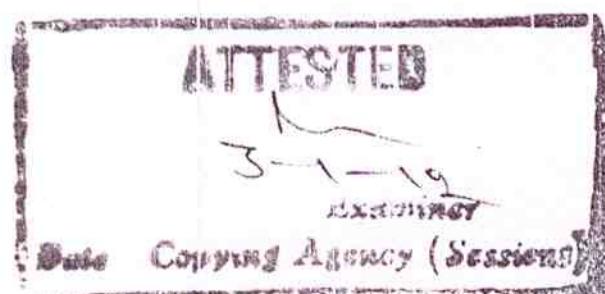




choice. Thus it is the plaintiff who has remained the author of the copyright in the work which was initially done under the auspices of the defendant no. 1. The plaintiff accordingly published the work in the form of an article in Faultline-Writings on conflict and resolution Volume 12 which is Ex. PW1/15 on pages 39 to 112.

23. The work of the plaintiff falls into the category of literary work. Hence the plaintiff, being the author and publisher, has the following exclusive rights *vis-à-vis* his work "Survey of Conflicts & Resolution in India's Northeast" published in the book "Faultlines writings on conflict and resolution", volume 12, edited by Mr. K. P. S. Gill & the plaintiff as Ex. PW1/15.

- To reproduce the work
- To issue copies of the work to the public
- To perform the work in public
- To communicate the work to the public.
- To make cinematograph film or sound recording in respect of the work
- To make any translation of the work
- To make any adaptation of the work.



24. Copyright is a negative right. It implies that the others are not intended to use the work which is subject matter of copyright without the licence of the author or publisher except by way of fair dealing.

Section of the Copyright Act, 1957 defines infringement as under:-

“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 ---

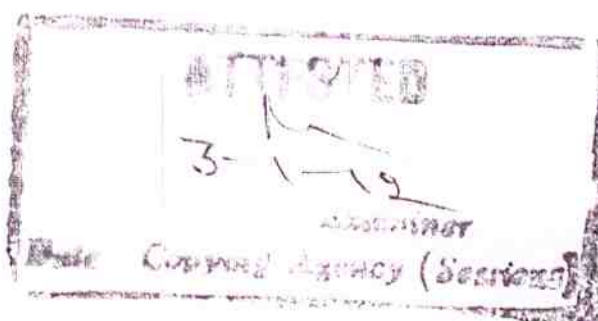
(i) does anything, the exclusive right to do which is by this Act conferred upon the owner of the copyright, or

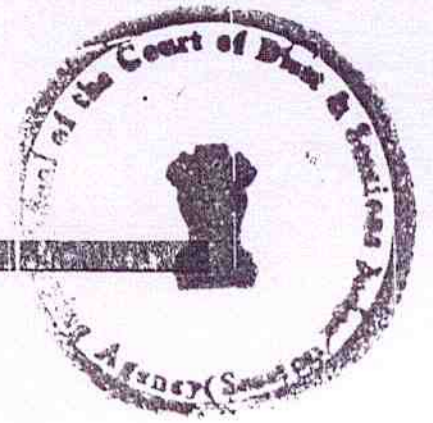
(ii) permits for profit any place to be used for the performance of the work in public where such performance constitutes an infringement of the copyright in the work unless he was not aware and had no reasonable ground for believing that such performance would be an infringement of copyright, or

(b) when any person ---

(i) make for sale or hire, or sells or lets for hire, or by way of trade displays or offers for sale or hire, or

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(ii) distributes either for the purpose of trade or to such an extent as to affect prejudicially the owner of the copyright, or

(iii) by way of trade exhibits in public, or

(iv) imports (except for the private and domestic use of the importer) into India,

any infringing copies of the work.

Explanation.---For the purposes of this section, the reproduction of a literary, dramatic, musical or artistic work in the form of a cinematograph film shall be deemed to be an "infringing copy".

25. However certain acts amounting to a fair dealing would not constitute infringement. Fair dealing implies the use of work in any manner as the following:-

- i. for the purpose of research or private study,
- ii. for criticism or review,
- iii. for reporting current events,
- iv. in connection with judicial proceeding,
- v. performance by an amateur club or society if the performance is given to a non-paying audience, and





- vi. the making of sound recordings of literary, dramatic or musical works under certain conditions etc.

26. No doubt, no one can lay claim to an exclusive right on the topic or theme of insurgency in North-east India as it is an abstract idea. The law in this regard is enunciated in **R. G. Anand vs. Deluxe Films AIR 1978 SC 1613**. However, once an idea or theme has been expressed in a concrete form that expression becomes subject matter of copyright and thus subjected to the respective rights and liabilities on either side. On this touchstone of law, reading the works of the plaintiff and the defendant no. 4 clearly show that it is the substantial reproduction of the first authored and first published work "Survey of Conflicts & Resolution in India's Northeast" published in the book "Faultlines writings on conflict and resolution", volume 12, of the plaintiff. The cross examination of PW1 also crystallizes the same.

27. PW1 denied the suggestion that the survey conducted by the defendant no. 4 has not been copied from his survey and is a completely original work produced by the defendant no. 4 with his own skill and intellectual resources. The defendants have led no evidence to show that the work of the defendant no. 4 viz. "Searching

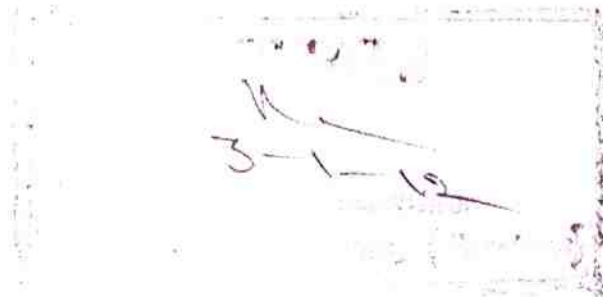
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for Peace in Central and South Asia: An Overview of Conflict Prevention and Peace Building Activities" is an original literary work and an outcome of the skill and labour of the defendant no. 4 and created so under the auspices of the defendant no. 1. PW1 was also put a suggestion by the defendants that the resemblance in format of both the surveys is because of the fact that the defendant no. 1 had given the plaintiff a particular format. No such particular format has been established on record. PW1 has stated in his cross examination that some broad format was discussed. When the work of the defendant no. 4 is in a narrative form and there is no particular format established on record, the suggestion is counter productive and goes against the defendants. If the defendants wanted to rely upon a particular format it was their duty to prove the same. There is no evidence on this aspect on record. On the other hand the survey authored by the defendant no. 4 and published by the defendant no. 1 is more or less the verbatim reproduction of the survey published by the plaintiff with only some cosmetic changes. In sum and substance the expression remains the same.

28. Another facet is that the witness PW1 also denied the

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suggestion that the manner of treatment, approach towards the subject, perspective and the view point sought to be propagated in both the surveys are radically different and in some instances diametrically opposite. I have already observed that it is the substantial reproduction which is material and not some small differences here and there. PW1 has also denied the suggestion that only common similarity between both the surveys is the common theme of insurgency and terrorism in North East India. On the aspect of idea or theme and the expression of idea the aforesaid paras have already taken care of.

29. One suggestion which cuts both ways is the suggestion put to PW1 in his cross examination that the defendant no. 1 had sent him a copy of the survey conducted by defendant no. 4 and offered the plaintiff to mention his name as joint contributor. The moot question is what was the need of the same? When the work to be published under the title "Searching for Peace in Central and South Asia: An Overview of Conflict Prevention and Peace Building Activities" was the result of labour and skill of the defendant no. 4 what was the need to make the offer to plaintiff to get his name published as joint contributor. This suggestion goes against the defendants and shows






that there is something more than what meet the eyes. The suggestion is counter productive to defendants and thus stand against them. It clinches the issue and corroborates the stand of the plaintiff.

30. The finding on this issue is thus returned in favour of the plaintiff.

Issue no 4 Relief

31. In view of my findings on the issue no. 1, 2, and 3 above the plaintiff has been able to prove his case. However it cannot be lost sight of the admission on the part of the plaintiff wherein he admitted that the defendant no. 1 had sent him a copy of the survey conducted by defendant no. 4 and offered the plaintiff to mention his name as joint contributor.

32. In view of my finding on the above issues the plaintiff is entitled to the relief of injunction and delivery of infringing material as claimed. As regards the relief of rendition of accounts, I am of the view that as the matter is more than seven years old and the exercise of rendition of very complex in view of the number of transactions involved; categorization/bifurcation of transactions into different slots where the plaintiff's copyright has been infringed being a stumbling

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block; cumbersome calculations involved; the case being very old and a host of other factors which all cannot be illustrated here, the remedy of rendition of accounts may not be appropriate. On the contrary, it may involve such costs and expense to parties which is avoidable. In my view, instead of rendition of accounts lump-sum and consolidated damages can be awarded.

33. I, therefore, after considering the material on record and findings on the issues, grant the following reliefs to the plaintiff:-

- (i). A decree of permanent injunction restraining the defendants, their agents, representatives, assigns, officers, partners, servants, administrators etc. further publishing and circulating the survey "Searching for Peace in Central and South Asia: An Overview of Conflict Prevention and Peace Building Activities" or infringing the survey of the plaintiff published under the title "Survey of Conflicts & Resolution in India's Northeast" by making any substantial reproduction in any form or in any manner or under any name/title.
- (ii). A decree for a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) as token consolidated damages to the plaintiff payable by the defendants jointly and severally in lieu of a decree for rendition of



accounts.

(iv). A decree for delivery of infringing and other incriminating material like reproduction/printing material like plates by the defendants their agents representatives, assigns, officers, partners, servants, administrators etc. to the plaintiff for destruction.

(v). The plaintiff is awarded costs of this suit, which I quantify at Rs. 50,000/- (Rupees Fifty Thousand Only) consolidated.

(vi). The defendants are afforded time of 90 days since the date of passing of this judgment for compliance.

34. Decree sheet be drawn accordingly.

35. After necessary compliance, the file be consigned to the Record Room.

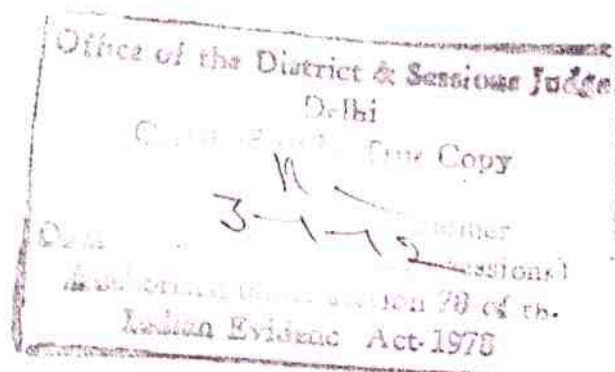
Announced in the Open Court

On this 30th day of November 2011

Man Mohan Sharm
30.11.2011

(MAN MOHAN SHARMA)

ADJ (Central)-12, Delhi



MAN MOHAN SHARMA
Addl Dist & Sessions Judge Central-1
Room No. 358, Tis Hazari Courts
Delhi

DECREE SHEET

IN THE COURT OF MAN MOHAN SHARMA, ADJ-12 (CENTRAL), DELHI

TM-42/11

Unique Case ID No.02401C0037032008

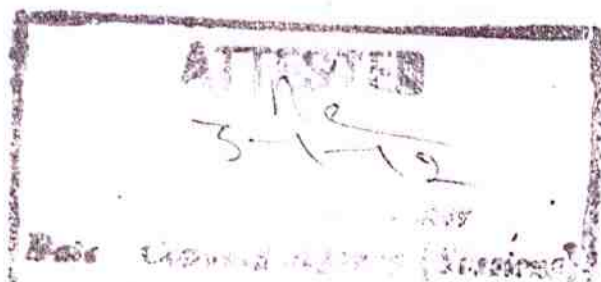
Mr. Ajai Sahni
S/o Late Sh. Dev Sahni
R/o 474, Sector-A
Pocket C, Vasant Kunj,
New Delhi-110 070

.....Plaintiff

Versus

1. Monique Mekenkamp
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Also at <m.mekenkamp@euconflict.org>
And Co-editor of the
Book "Searching for peace
in Central Asia: An Overview of conflict
Prevention and Peace Building Activities"
2. Paul van Tongeren
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PO Box 14069
3508 SC Utrecht,
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Also Co-editor
of the book "Searching for peace
in Central Asia: An Overview of conflict
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3. Hans van de Veen
Senior Journalist and Coordinator,
Environment and Development Production,
Amsterdam,
The Netherlands
Also co-editor of the
Book "Searching for peace
in Central Asia: An Overview of conflict
Prevention and Peace Building Activities"
4. Kristoffel Lieten
The Amsterdam School of Social Sciences,
The University of Amsterdam
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Manmohan
Sharma
30.11.2011



5. M/s Lynne Rienner Publishers
1800 30th, Street, Suite 314,
Boulder Colorado,
80301, U.S.A.
Also at <cservice@rienner.com>Defendants

Suit for Permanent Injunction, Rendition of Accounts & Damages
Plaint Presented on : 17.11.2004

Sh. Anil Chandel, Ld. Cl. For Plaintiff.

A decree of permanent injunction restraining the defendants, their agents, representatives, assigns, officers, partners, servants, administrators etc. further publishing and circulating the survey "Searching for Peace in Central and South Asia: An Overview of Conflict Prevention and Peace Building Activities" or infringing the survey of the plaintiff published under the title "Survey of Conflicts & Resolution in India's Northeast" by making any substantial reproduction in any form or in any manner or under any name/title.

A decree for a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) as token consolidated damages to the plaintiff payable by the defendants jointly and severally in lieu of a decree for rendition of accounts.

A decree for delivery of infringing and other incriminating material like reproduction/printing material like plates by the defendants their agents representatives, assigns, officers, partners, servants, administrators etc. to the plaintiff for destruction.

The plaintiff is awarded costs of this suit, which I quantify at Rs. 50,000/- (Rupees Fifty Thousand Only) consolidated.

The defendants are afforded time of 90 days since the date of passing of this judgment for compliance.

COST OF SUIT

		Plaintiff	Defendant
1	Stamp for Plaintiff	17020.00	0.00
2	Do. for Power	1.25	0.00
3	Do. for Exhibits	0.00	0.00
4	Pleader's fee on Rs. (C/F not filed)	0.00	0.00
5	Subsistance for witness	0.00	0.00
6	Commissioner's fee	0.00	0.00
7	Service of Process	100.00	0.00
	Miscellaneous	2.00	0.00
	Total	17123.25	0.00

Given under my hand and seal of this court on this 30th day of November, 2011

Addl. Distt. & Sessions Judge-12
Central Delhi

