

Sap Ag and anr Vs. Jayanth Kumar and ors

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Court : Delhi

Decided On : Sep-18-2014

Judge : G. S. Sistani

Appellant : Sap Ag and anr

Respondent : Jayanth Kumar and ors

Judgement :

\$~ * IN THE HIGH COURT OF DELHI AT NEW DELHI Date of decision:

18. h September, 2014 % + CS(OS) 2544/2013 SAP AG & ANR Through: Mr. Rahul Baruar, Advocate Plaintiffs versus JAYANTH KUMAR & ORS Through: None Defendants CORAM: HON'BLE MR. JUSTICE G.S.SISTANI G.S.SISTANI, J.

(Oral) 1. Present suit has been filed by the plaintiffs for permanent injunction restraining infringement of copyright, trademark, passing off, rendition of accounts of profit, damages and delivery up. Summons in the suit and notice in the application under Order XXXIX Rules 1 & 2, were issued on 17.12.2013. On an application for appointment of local commissioner filed by the plaintiffs, a local commissioner was appointed. Counsel for defendant no.3 entered appearance on 09.05.2014 and submitted that defendant no.3 has already blocked the impugned domain and further defendant no.3 would remain bound by the final decree which may be passed. Accordingly, defendant no.3 was deleted from the array of parties

vide order dated 09.05.2014. Also, on the same date, despite service, none appeared for defendant nos.1, 2, 4 and 5, consequently, defendant nos.1, 2, 4 and 5 were proceeded ex parte.

2. Plaintiffs have affidavit by way of evidence of Mr.Yogesh Goel(PW1), constituted attorney of the plaintiffs. Affidavit of PW1 has been exhibited as Ex.PW1A. Copies of Power of Attorney dated January 30, 2013 and May 12, 2011 in favour of PW1 have been exhibited as Ex.PW11 and Ex.PW1/2, respectively.

3. PW1 has deposed in his affidavit that plaintiff No.1 was founded in 1972 and during the course of almost four decades has evolved from a small, regional enterprise into the market leader in enterprise application software and the plaintiffs also offer and sell world-class training and education services to train their workforce of customers. Plaintiffs offer a full suite of education courses and certifications to help their customers leverage the power of their software and services, through both live and on-line courses. It has also been deposed that plaintiff no.1 is recognized as the global market leader in providing collaborative, inter-enterprise business solutions for all types of industries and for every major market.

4. PW1 has also deposed that plaintiff no.1 provides various business solutions to its customers which are collectively called as SAP Business Suite and that SAP Business Suite is based on plaintiff no.1s technology platform called NetWeaver. Plaintiff No.1s primary and most popular product is SAP ERP, a bunch of following modules: a) SAP FI-CO b) SAP HR c) SAP MM d) SAP SD e) SAP PP5 PW1 has further deposed that in early 1970s, plaintiff no.1 developed RFSsystem, later referred to as R/1, an automatic accounting and transactionprocessing program that featured standard software and real-time computing. This software title was the first of several in a series of packaged ERP solutions. In 1979, plaintiff no.1 introduced SAP R/2 software, and in 1992, plaintiff no.1 introduced SAP R/3, a new architectural paradigm by combining three-tier client-server architecture with the business concept of enhanced process integration. SAP R/3 (also called as SAP ERP i.e. Enterprise Resource Planning), software met with overwhelming approval of the user industries and ushered in a new generation of enterprise

software. SAP ERP60 is the latest version of SAP ERP software and all the rights including the copyright in the said software are owned by plaintiff No.1.

6. PW1 has next deposed that the software products of the plaintiffs including SAP ERP, are customized solutions, tailored to the specific needs of each client. It has also been deposed that the said software products are not available off-the-shelf and in India, plaintiffs software products are not available with any computer hardware vendors as an Original Equipment Manufacturer (OEM) product or as a gift.

7. Further, due to high levels of customization of plaintiffs software products or SAP software products, the plaintiffs have purpose-specific versions of its software license agreements. These license agreements are purpose-specific because the plaintiffs software titles, licensed for any particular stream of use, are expressly prohibited from being used in any other manner or for any other purpose. It has also been deposed that there is an End User License Agreements (EULA) pertaining to the specific use of the Plaintiffs software program.

8. PW1, Mr.Yogesh Goel, has also deposed that the software titles of plaintiffs requires specially trained software professionals to load, execute, access, employ, utilize, store and display integrated end-to-end solutions derived from such software products. At each stage of utilization of plaintiffs software by its clients, professionals are required and towards this end, the plaintiffs have entered into several specific arrangements with third party software specialists (known as Partners) the world over, for provisions and execution of the aforesaid functions. It has also been deposed that these relationships are governed through specific agreement tailored to meet varying circumstances. In India, for the purpose of providing education training services upon its software products, the plaintiffs have partnerships with specific entities in India, namely, Siemens Information Systems Limited, Genovate Solutions India (P) Ltd., and Dexler Information Solutions (P) Ltd. It has also been deposed that only a formal Training Agreement with plaintiff no.1 or with its Indian subsidiary i.e. plaintiff no.2, herein, authorizes training in respect of SAP software.

9. PW1 has further deposed that plaintiff no.1 is the sole and whole owner of copyright in the software programs developed and marketed by it, including inter alia SAP R/3, SAP ERP60, SAP Netweaver, SAP ERP2005 and SAP ABAP etc. These software programs are computer programmes within the meaning of Section 2(ffc) of the Copyright Act 1957 and are included in the definition of a literary work as per Section 2(o) of the Act. Plaintiffs computer programs are works that have been first published in Germany and have been registered in Germany, apart from Copyright Registrations having been obtained from the United States Copyright Office. It has also been deposed that these programs have been created for the plaintiffs by their employees, in the course of their employment with plaintiffs. As per the Copyright Act, 1957, copyright in a work created by an employee belongs to the employer under the Work made for Hire doctrine. Thus, both the computer program and the Supplementary User Instructions and Manuals are original literary works as contemplated under Section 2(o) and Section 13 (1)(a) of The Copyright Act 1957. True copies of the copyright certificates issued by the US Copyright Office for the works including SAP ERP2005 R/3 System 3.1(g), Employee Self Service Applications for R/3, R/3 Systems, SAP CRM70, SAP NETWEAVER AS ABAP71, SAP NETWEAVER PI71, SAP R/3 Enterprise 47XI10 have been exhibited as Ex. PW-1/3 (Colly).

10. PW1 has also deposed that plaintiff no.1 by virtue of being the owner of the copyright in the software programs has the exclusive right to inter alia reproduce the work in any material form including storing it in any medium by electronic means, to issue copies of the work to the public, to make any adaptation of the work, to sell or give on commercial rental or offer for sale or commercial rental any copy of the computer program. Thus, any exercise of the said exclusive rights including the right to reproduce and or to adapt the software which is exclusively vested in the plaintiffs, by any person, organization, company without the express consent and/or authorization of the plaintiffs, amounts to infringement of plaintiffs exclusive rights in their computer programs.

11. PW1 has next deposed that plaintiff no.1 coined, adopted and commenced the use of trademark SAP in the year 1972. Since its adoption, trade mark SAP forms an integral part of the plaintiffs trade and business. Plaintiff no.1 has continuously

and extensively used the trade mark SAP and its formative marks for its products and services. It has also been deposed that plaintiff no.1 is the registered proprietor of the trademark SAP and its various formative marks in over 75 countries. A list of marks registered by the plaintiffs across various countries has been exhibited as Ex. PW-1/4. Due to the widespread use of plaintiffs software, applications, solutions and platforms globally and long standing in the trade and business, the trade mark SAP has become highly distinctive of plaintiffs goods and are exclusively associated with the products and services of the plaintiffs alone.

12. Further, plaintiffs spend enormously on advertising and promoting its popular trade mark / trade name SAP, worldwide. In 2010, plaintiffs incurred sales and marketing expenses of around USD265,00,00,000 (USD Two Hundred and Sixty Five Crores only).

13. PW1 has also deposed that in India, the plaintiffs commenced their business in the year 1992 and applied for registration of trade mark SAP in the same year. The plaintiffs are registered proprietor of trade mark SAP in various classes including class 9, 16, 41. Besides the said registrations, the plaintiffs have also applied for registration of their trademark in several other classes. True copies of the legal proceeding certificates and Registration Certificates as issued by the Trade Mark Registry towards Registration No.1238969, 890059, 576754, 1238959, 920150, 1104100, 1104102, 1104103, 1143656, 1143657, 1313472, 1238968, 578461, 879286, 989934 and 989935 have been exhibited as Ex. PW-1/6 (Colly).

14. PW1 has next deposed that the plaintiff no.1 owns the domain name www.sap.com, which is accessible throughout the world. Print outs of the website www.sap.com have been exhibited as Ex. PW-1/7. It has also been deposed that the plaintiffs have widespread presence over the internet through its websites and also through various online public forums, blogs, discussions, reviews etc. Public at large identifies plaintiffs through their trade mark / trade name SAP even on the internet. Print outs from internet search engines and social networking sites showing popularity of Plaintiffs brand SAP have been exhibited as Ex. PW-1/8.

15. PW1 has further deposed that in the month of October 2013, the plaintiffs learnt, through the internet, about the website www.sap-centre.com, wherein the defendant No.2 claims to be running the BEST SAP TRAINING INSTITUTE IN BANGALORE. On conducting a further search on the internet, plaintiffs learnt that the defendant No.2 is also operating through five other websites namely www.sapcentre.in, www.sap-centre.in, www.sapcentre.net, www.sap-centre.net and www.saptrainingbangalore.net, for promoting its training programs in SAP and other software. The domain names particularly www.sapcentre.in; www.sapcentre.net, www.sap-centre.net are registered by the Registrar GODADDY.COM, LLC & www.sap-centre.com; www.saptrainingbangalore.net, are registered by the Registrar PDR LIMITED and www.sapcentre.in, is registered by Webiq Domains Solutions Pvt. Ltd. Print outs of the WHOIS Report of the infringing websites www.sap-centre.com ; www.sapcentre.in ; www.sap-centre.in ; www.sapcentre.net; www.sap-centre.net and www.saptrainingbangalore.net have been exhibited as Ex. PW -1/9. It has also been deposed that the defendant no.2 is trading under the name and style SAP CENTRE. Prints of photographs of the billboards/hoardings of defendant no.2 have been exhibited as Ex. PW-1/12.

16. PW1, Mr.Goel, has also deposed that a cumulative and detailed overview of all these websites (hereinafter referred to as the infringing websites) revealed as follows: a. The defendant no.2 uses plaintiffs registered trade marks viz. SAP, ABAP etc. as its keywords / metatags for the infringing websites. b. The WHOIS reports for the infringing websites www.sap-centre.in, www.sap-centre.net and www.sapcentre.net suggest that the defendant no.1 is the registrant of the said domain names. The address mentioned in the reports is same as that of defendant no.2. Extracts from WHOIS websites have been exhibited as Ex. PW110 (Colly). c. Defendant No.2 is offering unauthorized training programs on plaintiffs software including inter alia SAP Advanced Business Applications Programming (ABAP), SAP Financial Accounting and Cost Accounting (FICO), SAP Sales and Distribution (SD), SAP Plant Maintenance (PM), SAP R/3 Administration (BASIS), SAP Human Resource Management (HRM), SAP Customer Relationship Management (CRM), SAP Supply Chain Management (SCM) amongst others. d. Defendant No.2 is also providing plaintiffs copyrighted course material to its customers, who are largely students / trainees. The infringing websites also host

links from the plaintiffs official website www.help.sap.com pertaining to SAP Course details and modules and even boast of maintaining a complete SAP LIBRARY and SAP COURSE CONTENT. Print outs containing the relevant extracts from the infringing websites along with source page details have been exhibited as Ex. PW-1/11. Potential customers, students and public at large, who search for the plaintiffs products, services and training through the internet using these keywords, are diverted to the infringing websites.

17. PW1 has next deposed that pursuant to the order dated 17.12.2013, local commissioner visited the defendants premises on 28.12.2013 along with tech expert plaintiffs and met defendant no.1, Mr. Jayanth Kumar the Manager of defendant no.2. Report of local commissioner has been exhibited as Ex. PW-1/13. During the proceedings before the local commissioner it was recorded as follows: a. The defendant no.1 on second request provided the password to log in to the SAP Software installed in the computers of the defendants. b. The log in to the SAP Server was terminated within a minute of access by the Technical expert of the Plaintiffs. c. About 10 desktop and one laptop found at the premises of the defendants had SAP study materials loaded on them. d. In addition, the LC also found a hard disc loaded with SAP study material. e. About 10 spiral bound photocopies of SAP Study materials was also found at the Centre.

18. PW1 has further deposed that defendants have infringed the exclusive rights of the plaintiffs by providing unauthorised training on the plaintiffs SAP software including inter alia SAP ABAP. During the said training/use, unauthorized temporary/ephemeral copies of the computer program are continuously made in the Random Access Memory (RAM) of the computer, thereby amounting to additional unauthorized reproduction. It has also been deposed that plaintiffs database of its licensees revealed that the defendants have not been granted any license of any software, whatsoever to provide any training to third parties/students.

19. PW1 has also deposed that defendant no.2 uses plaintiffs registered and well known trade mark SAP as a prominent part of its trading style / trade name SAP CENTRE. Defendant no.2 has adopted the identical /deceptively similar name

SAP CENTRE, solely with the intent to cause confusion to the potential customers. Such adoption and use is illegal and violative of plaintiffs exclusive rights in the trade mark SAP. The defendant No.2 also makes unauthorized use of the registered trade mark ABAP, which is one of the plaintiffs modules under the SAP ERP programme. It has also been deposed that the unauthorized use by the defendants of the mark SAP as a part of its website, keywords, trading style and as a trade mark amounts to infringement of plaintiffs registered trade mark in India.

20. Further, defendants have also created and operate their domain names, namely www.sap-centre.com, www.sapcentre.in, www.sap-centre.in, www.sapcentre.net, www.sap-centre.net and www.saptrainingbangalore.net, by using plaintiffs registered trade mark SAP as keywords and metatags. It has also been deposed that internet serves as one of the most essential medium of trade and commerce, globally. Potential customers, students and public at large, who search for the plaintiffs products, services and training through the internet, are deceived by the identical / deceptive name SAP CENTRE and are made to believe that defendants are affiliated / recognized / connected with the plaintiffs.

21. PW1 has next deposed that due to the illegal activities of the defendants, the plaintiffs have suffered irreparable harm, injury and losses in terms of revenue and goodwill. It has also been deposed that although there are no known means to calculate the actual damages suffered by the plaintiffs, yet an appropriate figure can be determined on the basis of the following criterions: (i) The plaintiffs have suffered a loss of Rs. 12,00,000/- (Rupees Twelve Lacs only) due to loss of partnership fees for providing authorised education on the plaintiffs software; (ii) The plaintiffs have suffered a definitive loss of Rs. 51,000/(Rupees Fifty-One Thousand only) due to loss of business of at least the three students who were present and taking training at the defendants centre during the course of the local commission; (iii) Plaintiffs have suffered a loss of Rs. 1,59,59164/- (Rupees One Crore Fifty Nine Lacs Fifty Nine Thousand One Hundred and Sixty Four only) due to loss of business from the average number of students receiving unauthorised training from defendant no.2. The plaintiffs have arrived at this figure in the following manner: (a) The local commissioner (LC) seized Cash Books for the period of January 2013 to August 2013 bearing No.001 to 010, except 007 i.e 9

Cashbooks plus 108 loose receipts (mentioned at page 125 and 140 of his Report). Each cash book contained 100 leaf-lets. Therefore, the defendant No.2 has issued at least $900+108= 1008$ cash receipts against the fees collected during the said period. Taking the 6 specimen cash receipts attached by the local commissioner as the base, an average of Rs. 10583/- per receipt has been collected by defendant no.2. Therefore, if the average fees of Rs.10583/- is multiplied by 1008 (total No.of cash receipts), then defendant No.2 must have collected a total of Rs. 1,06,67,664/- (Rupees One Crore Six Lacs Sixty Seven Thousand Six Hundred and Sixty Four only) through the said cash receipts for providing unauthorised training on SAP modules without entering into any education partner cooperation agreement with plaintiffs. (b) Further, 2000 odd enquiry forms were seized at the defendants premises, out of which 14 were annexed as Annexure F to the local commissioners report. Assuming that even if only 1/4th i.e. 500 of those people took training from defendant no.2 and paid an average of Rs. 10,583/-, then the loss of business caused to the plaintiffs by the same will be to the tune of Rs. 52,91,500/-(Rupees Fifty Two Lacs Ninety One Thousand and Five Hundred only). (iv) The Plaintiffs suffered a loss of at least Rs. 5,00,000/- (Rupees Five Lacs) due to the unauthorised study-material stored by defendant No.2 in the 10(ten) computers, 1(one) laptop, and 1(one) hard-disk seized by the local commissioner. (v) Plaintiffs have also suffered a loss in terms of reputation and goodwill which is quantified at Rs. 20,00,000/- (Rupees Twenty Lacs only) since the plaintiffs have no quality control over the illegal training provided by defendant No.2 nor any means to ascertain the content of the training imparted thereof. (vi) Plaintiffs have incurred cost towards legal proceedings to the tune of Rs. 12,18,375/- (Rupees Twelve Lacs Eighteen Thousand Three Hundred and Seventy Five only) details and a break-up of which has been exhibited as Ex. PW-1/14.

22. I have heard counsel for the plaintiffs and carefully perused the documents which have been placed on record along with the affidavit by way of evidence which have been filed. Evidence of plaintiffs have gone unchallenged and un-rebutted. True copies of the copyright certificates issued by U.S copyright office in favour of plaintiff no.1 have been exhibited as Ex.PW1/3(colly). All the marks registered by the plaintiffs across various countries have been exhibited as Ex.PW1/4. True copies of registration certificated issued by Indian Trademark

Registry in favour of plaintiffs have been exhibited as Ex.PW1/6(colly). Printouts from plaintiffs website www.sap.com have been exhibited as Ex.PW1/7. Printouts of WHOIS Report of the infringing websites www.sapcentre.com, www.sapcentre.in, www.sap-centre.in, www.sapcentre.net, www.sap-centre.net CS(OS)No.2544-2013 and www.saptrainingbangalore.net been exhibited as Ex.PW1/9 and printouts from infringing websites along with source page details have been exhibited as Ex.PW1/10. Prints of photographs of billboards/hoardings of defendant no.2 have been exhibited as Ex.PW1/11.

23. On the basis of documents placed on record, plaintiffs have been able to establish that plaintiff no.1 is the owner of copyright in the software programs developed and marketed by it. These software programs are computer programs within the meaning of section 2(ffc) of the Copyright Act, 1957 and is included in the definition of literary work as per Section 2(o) of the said Act. Section 17 of the Copyright Act, 1957 gives exclusive rights to the plaintiffs to exploit all rights emanating from the ownership of their copyright. Plaintiffs have also established that plaintiff no.1 is the registered proprietor of the trademark SAP and its various formative marks and plaintiffs have the exclusive right to use the same. Plaintiffs have also established that on account of enormous amount spent on advertising and promotion of the trademark/trade name SAP worldwide, plaintiffs have been able to generate vast turnover and built an unparalleled reputation and goodwill and also the public associate the said trademark SAP with plaintiffs only.

24. Plaintiffs have further established that the defendant nos.1 and 2 are infringing the copyrights of the plaintiff by providing unauthorized/unlicensed training on plaintiffs SAP software including SAP ABAP. Defendant nos. 1 and 2 have also infringed the registered trademark SAP of the plaintiffs by using SAP as a prominent part of their trading style/trade name SAP CENTRE and also by using said trademark in the impugned domain names i.e. www.sap-centre.com, www.sapcentre.in, www.sap-centre.in, www.sapcentre.net, www.sapcentre.net and www.saptrainingbangalore.net. Internet is one of the most essential medium of trade and commerce and potential customers who search for plaintiffs products, services and training through internet are deceived by the identical/deceptively similar name SAP CENTRE and the domain names of defendant no.1 and 2 and

are made to believe that defendants are affiliated/recognized/connected with plaintiffs. Further, adoption/use of the trademark SAP by the defendants is a deliberate attempt to illegally ride upon the unparallel goodwill and reputation of the plaintiffs, earned by the later of a period of many years.

25. In a very recent judgment delivered by another bench of this court, The Indian Hotels Company Ltd. Vs. Ashwajeet Garg and Ors. CS(OS) 394/2012, decided on 01.05.2014, following observations were made:

23. ..In Kaviraj Pandit Durga Dutt Sharma vs. Navaratna Pharmaceutical Laboratories 1965 SCR (1) 737, the Hon'ble Apex Court in the following paras held as under: "In an action for infringement, the Plaintiff must, no doubt, make out that the use of the Defendant's mark is likely to deceive, but where the similarity between the Plaintiffs and the Defendant's mark is so close either visually, phonetically or otherwise and the court reaches the conclusion that there is an imitation, no further evidence is required to establish that the Plaintiffs rights are violated. Expressed in another way, if the essential features of the trade mark of the Plaintiff have been adopted by the Defendant, the fact that the get-up, packing and other writing or marks on the goods or on the packets in which he offers his goods for sale show marked differences, or indicate clearly a trade origin different from that of the registered proprietor of the mark would be immaterial;..... When once the use by the Defendant of the mark which is claimed to infringe the Plaintiffs mark is shown to be "in the course of trade", the question whether there has been an infringement is to be decided by comparison of the two marks. Where the two marks are identical no further questions arise; for then the infringement is made out...."

26. While examining the question of misrepresentation or deception, comparison has to be made between the two trademarks as a whole. Rules of Comparison were explained by Justice Parker in the following words: You must take the two words. You must judge of them, both by their look & by their sound. You must consider the goods to which they are to be applied. You must consider the nature & kind of customer who would be likely to buy those goods. In fact, you must consider all the surrounding circumstances; and you must further consider what is

likely to happen if each of those trade marks is used in a normal way as a trademark for the goods of the respective owners of the marks. If, considering all those circumstances, you come to the conclusion that there will be confusion- that is to say, not necessarily that one man will be injured & the other will gain illicit benefit, but that there will be confusion in the mind of the public which will lead to confusion in the goods- then you may refuse the registration, or rather you must refuse the registration in that case.

27. In the case of Laxmikant V. Patel Vs. Chetanbhai Shah And Another, reported at (2002) 3 SCC65 Apex court made following observation:

.The law does not permit any one to carry on his business in such a way as would persuade the customers or clients in believing that his goods or services belonging to someone else are his or are associated therewith. It does not matter whether the latter person does so fraudulently or otherwise. The reasons are two. Firstly, honesty and fair play are, and ought to be, the basic policies in the world of business. Secondly, when a person adopts or intends to adopt a name in connection with his business or services which already belongs to someone else it results in confusion and has propensity of diverting the customers and clients of someone else to himself and thereby resulting in injury.

28. In view of the aforesaid, the plaintiffs are entitled to a decree of permanent injunction against defendant nos. 1 and 2 in terms of prayer (a), (b) and (c) of paragraph 39 of the plaint.

29. The plaintiffs have also claimed damages on account of illegal activities of the defendants along with delivery up of all unlicensed/pirated plaintiffs software lying in possession of the defendants. Plaintiffs have further claimed rendition of accounts of profits illegally earned by defendants, however, plaintiffs have restricted its prayer to punitive damages. I have no hesitation to state that the Defendants have deliberately stayed away from the present proceedings as a result of which an enquiry in the accounts of defendants for determination of charges could not take place.

30. In *Microsoft Corporation v. Deepak Raval* reported at MIPR2007(1) 72, this Court observed that in our country the Courts are becoming sensitive to the growing menace of piracy and have started granting punitive damages even in cases where due to absence of Defendant, the exact figures of sale made by them under the infringing copyright and/or trademark, exact damages are not available. The justification given by the Court for award of compulsory damages was to make up for the loss suffered by the plaintiff and deter a wrong doer and like-minded from indulging in such unlawful activities.

31. In *Larsen and Toubro Limited v. Chagan Bhai Patel* reported at MIPR2009(1) 194, this Court has observed that it would be encouraging the violators of intellectual property, if the Defendants notwithstanding having not contested the suit are not burdened with punitive damages.

32. In case of *Time Incorporated v. Lokesh Srivastava and Anr.*, reported at 2005 (30) PTC3(Del), the court has recognized third type of damages as punitive damages apart from compensatory and nominal damages. The court has held that:

The award of compensatory damages are aimed at deterring a wrong doer and the like minded from indulging in such unlawful activities.

"This Court has no hesitation in saying that the time has come when the Courts dealing actions infringement of trademark, copy rights, patents etc. should not only grant compensatory damages but award punitive damages also with a view to discourage and dishearten law breakers who indulge in violations with impunity out of lust for money so that they realize that in case they are caught, they would be liable not only to reimburse the aggrieved party but would be liable to pay punitive damages also, which may spell financial disaster for them."

33. For the reasons stated above, the plaintiffs have made out a case for grant of decree as prayed in the plaint. Accordingly, the order dated 17.12.2013 is confirmed and the suit is decreed in favour of the plaintiff and against the defendants in terms of prayers (a), (b) and (c) of paragraph 39 of the plaint. Plaintiffs are also entitled to damages to the tune of Rs.5.0 lacs. The domain

www.sapcentre.in, names www.sap-centre.com, www.sapcentre.net, www.sapcentre.in, www.sap-centre.net and www.saptrainingbangalore.net shall be transferred by defendant nos.3,4 and 5 in favour of the plaintiff no.1.

34. Decree sheet be drawn up accordingly. (G.S.SISTANI) JUDGE
SEPTEMBER18 2014 ssn

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