



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

% Judgment Reserved on: 08.05.2026
Judgment delivered on: 13.05.2026
Judgment uploaded on: *As per Digital Signature*

+ **FAO (COMM) 152/2025**

GEETA PUBLISHING HOUSE

..... APPELLANT

versus

SUBHASH DEY

..... RESPONDENT

Advocates who appeared in this case

For the Appellant : Mr. Vipin Wason, Ms. Stuti Wason and
Ms. Sanstuti, Advs.

For the Respondent : Mr. Manoj Sharma and Mr. Kapil Kaushik,
Advs.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

JUDGMENT

V. KAMESWAR RAO, J.

1. This appeal has been filed by the appellant/Geeta Publishing House challenging the order dated 27.03.2025 passed by the learned District Judge, Commercial Cour-09 (Central District), Tis Hazari Courts, Delhi on application filed by the appellant under Order XXXIX Rule 4 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC") by stating in paragraphs 13 to 16, as under:-



“13. The present suit, for declaration, permanent injunction and rendition of accounts has been filed by the plaintiff against the defendants with the averment that the parties entered into memorandum of agreement dated 12.10.2006 for the exclusive rights of publishing of books of business studies for class XI and XII written by the plaintiff for the academic year 2007-2008 onwards but the said agreement was terminated by the plaintiff vide legal notice dated 29.12.2019. Hence, the present suit has been filed for seeking decree of declaration to the effect that the defendants have no right over the books of the subject in question written by the plaintiff and for restraining the defendants to publish or to sell the said books authored or written by the plaintiff with other reliefs as contained therein.

14. The factum of receipt of said legal notice of the plaintiff dated 29.12.2019 has been admitted by the applicant/defendant to which it also sent its reply dated 07.01.2020.

15. When the said memorandum of agreement dated 12.10.2006 has been terminated by the plaintiff vide legal notice dated 29.12.2019, prima facie there is nothing for this court to interfere with the impugned order dated 06.03.2020. The contentions raised by Id. Counsel for the applicant relating to absence of averment in the plaint about the earlier suit filed by the defendant, concealment by the plaintiff about the reply of the defendant dated 07.01.2020, deficiency in statement of truth filed along with plaint, verification by the plaintiff regarding the royalty statement and that the plaintiff himself had committed breach of the agreement dated 12.10.2006 are all matter of trial.

16. The applicant/defendant has failed to show that the plaintiff has made a false and misleading statement in relation to a material particular to justify the discharge /vary /set aside the impugned order dated 06.03.2020.”



2. Suffice to state that the application under Order XXXIX Rule 4 CPC was filed seeking vacation of order dated 06.03.2020 passed by the Court on an application filed by the respondent/plaintiff under Order XXXIX Rule 1 & 2 CPC whereby the learned District Judge has granted the stay order in favour of the respondent/plaintiff. Vide the order, the learned District Judge has restrained the appellant herein to publish, sell, revise, edit, circulate and advertise book of the subject 'Business Studies' for class 11 and 12 or any other book authored or written by the respondent/plaintiff till further orders.

3. The case of the respondent/plaintiff in the suit is primarily seeking declaration, permanent injunction and rendition of accounts against the appellant based on the memorandum of agreement dated 12.10.2006 for exclusive rights of publishing of books of 'Business Studies' for the class 11 and 12 written by the respondent for the academic year 2007-08 on the ground that the said agreement has been terminated vide legal notice dated 29.12.2019 and as such, the appellant/defendant does not have any right over the books in question written by the respondent/plaintiff.

4. The learned District Judge noting the fact that the receipt of the legal notice dated 29.12.2019 has been admitted by the appellant, to which the reply was also sent by the appellant on 07.01.2020, has granted the interim relief.

5. On the application filed by the appellant under Order XXXIX Rule 4 CPC, the learned District Judge by stating that the averments in respect of the suit filed by the appellant having been concealed by the respondent/plaintiff and the fact that respondent/plaintiff himself has committed breach of agreement dated 12.10.2006, are all matter of trial,



dismissed the said application, which is the subject matter of this appeal.

6. Mr. Vipin Wason, learned counsel for the appellant had made several submissions, which also includes that the agreement dated 12.10.2006 was terminated vide legal notice dated 29.12.2019, is a false representation. Further, the purchase invoice dated 26.12.2019 *prima facie* establishes breach of agreement by the respondent himself, much before issuance of legal notice dated 29.12.2019, and as such the learned District Judge could not have passed the interim order or for that matter dismissed the application of the appellant seeking vacation of interim order dated 06.03.2020.

7. It is his submission that the case of the respondent/plaintiff that the appellant herein had never rendered any accounts of sales of books to the respondent/plaintiff is factually incorrect inasmuch as per clause 9 of the agreement dated 12.10.2006, the appellant used to submit accounts of royalty on yearly basis, which was duly verified by respondent/plaintiff by putting his signature of acceptance thereof. That apart royalty amount was paid through cheque, yearly and the same was being deposited by the respondent/plaintiff himself after duly verifying the royalty statement.

8. The submission of Mr. Wason was also about the incorrect stand taken by the respondent/plaintiff that the appellant has no authority to restrict the respondent from publishing the books through any publisher other than the appellant being contrary to clause 10 of the agreement inasmuch as the appellant shall have the first option to publish any future work or book written by the respondent and the respondent would seek no objection from the appellant before having his book published from any other publisher.



9. On the other hand, Mr. Manoj Sharma, learned counsel for the respondent has contested the submissions made by the learned counsel for the appellant.

10. Suffice to state, while passing the interim order dated 06.03.2020, the learned District Judge in paragraph 9 onwards has stated as under:-

“9. To see balance of convenience, it is necessary to compare case of parties, comparative mischief or inconvenience which is likely to sue from withholding the injunction will be greater than which is likely to arrive from granting it.

10. There is a prima facie case in favour of the plaintiff. The plaintiff would suffer irreparable loss if the defendant is not restrained from publishing, selling, revising, editing, circulating and advertising books of the subject Business Studies for class 11th and 12th or any other book authored and written by the plaintiff.

11. In the facts and circumstances of the case, I issue ex-parte ad interim injunction in favour of the plaintiff and against the defendant restraining the defendants, its director, partners, proprietor, agents, representatives, employees to publish, sell, revise, edit, circulate and advertise books of the subject Business Studies for class 11th and 12th or any other book authored and written by the plaintiff till further orders.

12. Provisions of Order XXXIX Rule 3 CPC be complied with within 15 days from today. As prayed for, copy of this order be given dasti to Ld. Counsel for the plaintiff.

13. Application stands disposed of.”

11. Even in the impugned order dated 27.03.2025 passed by the learned District Judge, he has, in paragraph 13 onwards, which we have reproduced above, held that the memorandum of agreement dated 12.10.2006 has been terminated. Further, it is not the plea of Mr. Wason that the memorandum



of agreement is not terminable. In that sense, whether the memorandum of agreement has been rightly terminated or not need to be decided in the suit, after trial. So, no ground is made out for interference with the order dated 27.03.2025 in the application under Order XXXIX Rule 4 CPC. Suffice to state, all the pleas, which have been urged by the learned counsel for the appellant are to be decided in the suit after trial.

12. That apart we note that the suit is fixed for evidence of the plaintiff, which means the suit has reached the final stage. In these facts, we are not inclined to interfere with the impugned order. The appeal is dismissed. No costs.

V. KAMESWAR RAO, J

MANMEET PRITAM SINGH ARORA, J

MAY 13, 2026/sr