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

CNR No. DLHC010475002026

+ **CS(COMM) 1080/2026**

**DASSAULT SYSTEMES SOLIDWORKS CORP
& ANR.**

.....Plaintiffs

Through: **Mr. Pravin Anand, Mr. Aasish Somasi
and Ms. Manvi Panwar, Advocates.**

Versus

CHAKR INNOVATION PRIVATE LIMITEDDefendant

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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05.10.2026

I.A. 27354/2026 (by plaintiffs under Section 151, CPC)

1. This is an application filed on behalf of the plaintiffs under Section 151 of CPC seeking exemption from filing certified/clear/typed copies of documents along with the captioned suit.
2. Exemption allowed, subject to just exceptions. However, true typed/clear copies of the documents with proper margins be filed within four weeks, with an advance copy to the defendant.
3. The application stands disposed of.

I.A. 27353/2026 (by plaintiffs under Order XI Rule 1(4) read with Section 151, CPC)

4. The present application has been filed on behalf of the plaintiffs seeking leave to place on record additional documents.



5. The plaintiffs are permitted to file additional documents in accordance with the provisions of the Commercial Courts Act, 2015 and the Delhi High Court (Original Side) Rules, 2018.

6. The application is disposed of.

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7. The plaint be registered as suit.

8. On filing of the process fee, summons be issued to the defendant by all permissible modes.

9. The summons shall indicate that the written statement must be filed within thirty days from the date of receipt of summons. The defendant shall also file an affidavit of admission/denial of the documents filed by the plaintiffs, failing which the written statement shall not be taken on record.

10. The plaintiffs are at liberty to file replication thereto within thirty days after filing of the written statement. The replication shall be accompanied by an affidavit of admission/denial in respect of the documents filed by the defendant, failing which the replication shall not be taken on record.

11. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

12. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the prescribed timelines.

13. List before the learned Joint Registrar for completion of service, pleadings, admission/denial of documents and marking of exhibits on 30.11.2026.

14. List before the Court on 21.01.2027.



I.A. 27352/2026 (by plaintiffs under Order XXXIX Rules 1 & 2 read with Section 151 CPC)

15. This is an application filed by the plaintiffs seeking an *ex parte ad interim* injunction restraining the defendant from accessing, installing and/or distributing any pirated/unlicensed/unauthorized software of the plaintiffs in contravention of the terms of the Licensing Agreement.

16. The case set out in the plaint is that the plaintiff no.1, formerly known as SolidWorks Corporation, is a company organized under the laws of the State of Delaware, the United States of America, having its principal office at 175 Wyman Street, Waltham, Massachusetts 02451-1223. Plaintiff no.1 is a sister concern of Dassault Systèmes, France, and was established to manage all business and legal matters, including the intellectual property rights, in the software programs titled “SolidWorks”.

17. Plaintiff no.2 is stated to be a company incorporated under the Companies Act, 1956, having its registered office at 2/11-B (Basement), Jangpura A, Jangpura, South Delhi, New Delhi – 110014. Plaintiff no.2 is the wholly owned subsidiary of Dassault Systèmes, France and a sister concern of plaintiff no.1.

18. Mr. Pravin Anand, learned counsel for the plaintiff, submits that “SolidWorks” is the common title and the brand name under which, various versions of plaintiff no.1’s software programme are published and marketed over the years. “SolidWorks” is a three-dimensional Computer Aided Designing (hereinafter “CAD”) and Computer Aided Manufacturing (hereinafter “CAM”) software aimed at modelling and simulating 3-D solid products.



19. He submits that the plaintiff no.1 has over 300,000 customers across 12 industries and 150 countries across the world, and that “SolidWorks” is one of the leading 3-D CAD/CAM software solutions in the world with a large community of active users performing critical engineering functions such as designing, testing and manufacturing various physical systems and machines across industries.

20. It is stated that plaintiff no.1 is the deemed author and owner of the copyrights in the software programmes, including the “SolidWorks” software programme and the accompanying documentation published by it since such works are first authored by its employees in the course of their employment and thus, constitute “*works made for hire*” under Sections 101 and 201 of Title 17 of the United States Code. Plaintiff no.1 has secured copyright registrations before the Copyright Office of the United States of America for various versions of the “SolidWorks” software programme.

21. It is submitted that plaintiff no.1’s software programmes, including “SolidWorks”, which are first published in the United States of America, are valid and protected under Indian copyright law as if they were first published in India, by virtue of Section 40 of the Copyright Act, 1957 read with the International Copyright Order, 1999 and both the nations being parties to the Berne Convention, the Universal Copyright Convention and the World Trade Organization Agreement.

22. Mr. Anand submits that plaintiff no.1’s customers only acquire the right to use the software contained in digital storage media such as compact disks, USBs and cloud storage, and they do not acquire any title in the software program contained therein. Though plaintiff no.1’s software programmes are available for download from the internet and through its authorized channel



partners, their installation and use is strictly governed by the applicable licence terms set out in (i) Dassault Systèmes Customer License and Online Services Agreement (hereinafter, “CLOSA”), (ii) Offer Specific Terms for the applicable software program (hereinafter, “OST”), (iii) additional terms as may be notified by plaintiff no.1 from time to time, and (iv) any other form referencing the CLOSA and identifying the software programme or service ordered by the customer.

23. He stresses that subject to payment of the agreed charges, a customer receives only a limited, non-exclusive and non-transferable right, for the duration identified in the License Agreement solely for its own internal business use, to access and use the applicable software programme, to allow its authorized users to do so, and to install the permitted number of copies and make one copy for back-up purposes.

24. In order to ensure that only genuine customers access plaintiff no.1’s software programmes, the plaintiffs’ authorized representatives supply a unique code (hereinafter, “License Key”), which permits the customer to use the software programmes on such number of computer systems as is permitted under the License Agreement. The plaintiffs also maintain an extensive and frequently updated database of all licensees who have acquired valid licences. It is submitted that any entity which uses plaintiff no.1’s software programmes must be able to produce evidence of payment and the applicable License Keys to justify the installation and use of the software in terms of the License Agreement.

25. It is stated that, owing to the highly sought-after nature of “SolidWorks”, the same is highly susceptible to end-user piracy, which occurs, *inter alia*, when a user installs the software on a number of computer



systems exceeding the installations permitted under the License Agreement or, when a user upgrades the software without paying the applicable charges by circumventing the security mechanisms through cracking/hacking or, when a user installs an unauthorized version of the software with disabled security mechanisms or, when a user installs the software using unauthorized License Keys generated by software programmes (referred to as “keygens”) that are published by bad actors on the internet who promote piracy of the plaintiff’s software programmes.

26. He submits that after incurring mounting losses on account of piracy, plaintiffs invested large amounts of money to build certain additional security mechanisms into their software, colloquially known as “Phone Home” technology, which verify whether or not the software is being used in accordance with the terms of the License Agreement. The Phone Home technology observes very specific information about the usage of the software programme and the computer on which it has been installed and used, which is then securely transmitted to the plaintiffs’ servers and is automatically cross-checked. In case such information reveals that the usage of the software program is not in accordance with the License Agreement, an incident report of infringement (hereinafter, “Infringement Hit”) is generated. The plaintiffs maintain and regularly review the infringement hits, which are consolidated in an internal database (hereinafter “Exalead Portal”).

27. It is stated that the Phone Home technology collects only the following information:

- (a) Details (title and version) of the software programme along with the License Key used;



(b) Details of the computer system from which the infringement hit is generated, including the Media Access Control address (hereinafter, “MAC address”), the Internet Protocol (IP) address, the name of the company domain on the network, the email domain of the network and the name of the internet service provider;

(c) Details of infringement including the date of the infringement hit and the number of unique MAC addresses on the network using pirated/unauthorized versions of the software programmes.

28. It is averred in the plaint that a single computer system may generate infringement hits under different MAC addresses owing to its use on different networks, in which case, the infringement report is further scrutinized on the basis of the captured company email domain. Every prospective user is required to accept the terms of the CLOSA, which specifically discloses the in-built security mechanisms, their purpose and the scope of the data collected.

29. Mr. Anand submits that the defendant, Chakr Innovation Private Limited, is a company incorporated in the year 2016, having its registered office at Innov8 CP2, Connaught Place, 44 Backary Portion, Second Floor, Regal Building, New Delhi – 110001. As per its website “<https://chakr.in/>”, the defendant claims to be a cleantech company engaged in the business of developing scalable emission reduction solutions for India’s air pollution challenges with its key products including the Chakr Shield, Chakr DeNox, AI-Air Activator and Emission Monitoring.

30. It is the case of the plaintiffs that the defendant holds a total of 26 licences of the plaintiffs, namely, 6 licences of SOLIDWORKS Design



Standard with Cloud Services, 16 licences of SOLIDWORKS Standard with Cloud Services and 4 licences of SOLIDWORKS Standard Package, all of which are “Active Without Support”. Defendant is, therefore, only entitled to use the basic version of the software purchased, as per the terms of the CLOSA.

31. It is submitted that in the month of November, 2024, plaintiffs received credible information from market sources that the defendant was using pirated/unauthorized versions of the plaintiffs’ “SolidWorks” software programme on its computer systems for business/commercial purposes. The same was confirmed upon their internal checks.

32. It is stated that the plaintiffs’ then License Compliance representative, Ms. Khushboo Sharma, wrote to the defendant on 05.11.2024 to regularize the unauthorized usage and kept following up with the defendant till December, 2024 without receiving an appropriate response. The plaintiffs, thereafter, sent a cease-and-desist notice dated 18.12.2024; to which, the defendant’s counsel replied on 24.12.2024 denying the alleged unauthorized usage. Discussions between the parties continued till 27.03.2025, but the dispute could not be resolved. As a final attempt to resolve the matter amicably, pre-litigation mediation was instituted before the Delhi High Court Mediation Centre. However, despite multiple rounds of discussion between May, 2025 and December, 2025, the mediation failed.

33. Mr. Anand submits that, even when the settlement talks were going on, the plaintiffs’ infringement database continued to record infringement hits from the defendant’s organisation, with the last hit captured in the month of July, 2026. Upon a fresh check of the Exalead portal, plaintiffs found that the defendant had been using pirated/unauthorized versions of the plaintiffs’



“SolidWorks” software on at least twelve computer systems. The details of the infringement, as enumerated in para 36 of the plaint, are extracted hereunder:

S. No.	MAC Address	Email Domain	Infringed Software Program	First Instance of Infringement	Last Instance of Infringement	No. of Infringements
1.	14755b70e319, c87f54532c37, 14755b70e315, 14755b70e316	chakr.in	SOLIDWORKS/Visualize, SOLIDWORKS/3D CAD	30-11-2023	21-05-2024	20
2.	38d57a02b982, 38d57a02b981, 8469934a4e0a	chakr.in	SOLIDWORKS/3D CAD	30-06-2024	08-08-2024	6
3.	088fc3ec437e, 74977903f3e3	chakr.in	SOLIDWORKS/3D CAD	26-07-2024	26-07-2024	2
4.	e88088735352, 60e9aa2bf83f, 60e9aa2bf840	-	SOLIDWORKS/3D CAD	30-07-2024	30-04-2025	15
5.	a841f48cfa29, a841f48cfa28, d0ad08ce2f8e	-	SOLIDWORKS/3D CAD	06-09-2024	06-09-2024	1
6.	a0afbdae11af, a0afbdae11ae, a0afbdae11b2	chakr.in	SOLIDWORKS/3D CAD	28-09-2024	23-10-2024	12
7.	54bf64280abd, dca266209683, dca266209684	chakr.in	SOLIDWORKS/3D CAD	07-01-2025	21-01-2025	5
8.	3003c8c3f37c, 3003c8c3f37b	-	SOLIDWORKS/3D CAD, CATIA/CATIA	10-01-2025	18-07-2025	4
9.	d84489e71e29, f0090d416e25, fcaa14d7a38b	-	SOLIDWORKS/3D CAD	27-01-2025	18-02-2026	17
10.	f44ee3a86b45, 489ebd762a5c, f44ee3a86b41, f44ee3a86b42	-	SOLIDWORKS/3D CAD	20-09-2025	30-07-2026	75
11.	b40edef75abc, b40edef75abd	-	SOLIDWORKS/3D CAD	06-01-2026	07-01-2026	2



S. No.	MAC Address	Email Domain	Infringed Software Program	First Instance of Infringement	Last Instance of Infringement	No. of Infringements
12.	744ca18abeb9, 088fc32514e2, 744ca18abeba	gmail.com	SOLIDWORKS/3D CAD	25-02-2026	21-05-2026	1
Total Computer Systems – 12			Total Infringement Hits – 160			

34. He further submits that the email domain “chakr.in” observed in the infringement report belongs to the defendant and a bare perusal of the same shows that a total of 160 infringement hits were generated by the defendant’s unauthorized usage. Considering the quantum, pattern and frequency of the infringing use, the plaintiffs fear that the defendant may be using the plaintiffs’ software on more computer systems than those which have been identified, and also anticipate a strong possibility of unlicensed copies running on systems that operate offline.

35. It is stated that the defendant’s infringing acts not only cause harm to the plaintiffs but also result in unjust enrichment of the defendant from the work created out of the use of unlicensed software programs.

36. It is submitted that Section 51(a)(i) read with Section 14 of the Copyright Act terms the use of a pirated computer programme as infringement, as it necessarily involves the making of an unauthorized reproduction at the time of installation and further unauthorized temporary copies on the Random-Access Memory of the computer during use. Reliance in this regard is also placed on Sections 63-B and 65-A of the Copyright Act.

37. Mr. Anand further submits that the plaintiffs have approached this Court in various similar matters and *ex parte ad interim* injunctions against the end-users have been granted in many of them. He invites attention of the



Court to para 42 of the plaint, which contains a tabular chart of the same. Some of the said orders have been mentioned below:

S. No.	Title	Suit No.	Order Passed
1.	Dassault Systemes Solidworks Corporation & Anr. vs. Mr. Sandeep Goel & Anr.	CS(COMM) 303/2026	Defendants restrained from using unauthorized versions of Plaintiffs' SolidWorks software programs till the next date of hearing. Local Commissioner appointed.
2.	Dassault Systemes SolidWorks Corporation & Anr. vs. Mr. Periyasamy Muthuraj & Anr.	CS(COMM) 257/2026	Defendants restrained from using unauthorized versions of Plaintiffs' SolidWorks software programs till the next date of hearing. Local Commissioner appointed.
3.	Dassault Systems Solidworks Corporation & Anr. vs. Madhav Arora & Ors.	CS(COMM) 1228/2025	Defendants restrained from using unauthorized versions of Plaintiffs' SolidWorks software programs till the next date of hearing. Local Commissioner appointed.
4.	Dassault Systèmes Solidworks Corporation & Anr. vs. Mr. Shashikant Sharma & Anr.	CS(COMM) 1124/2025	Defendants restrained from using unauthorized versions of Plaintiffs' SolidWorks software programs till the next date of hearing. Local Commissioner appointed.
5.	Dassault Systèmes & Ors. vs. Alsorg Interiors India Private Limited (Wrivier India) & Ors.	CS(COMM) 150/2024	Defendants restrained from using unauthorized versions of Plaintiffs' SOLIDWORKS software programs till the next date of hearing.

38. It *prima facie* appears that plaintiff no.1 is the owner of the copyrights in the “SolidWorks” software programmes, which are protected under the Copyright Act, 1957 read with the International Copyright Order, 1999. The infringement hits recorded on the Exalead portal through the Phone Home technology *prima facie* demonstrate that unauthorized/pirated versions of “SolidWorks” have been used on at least twelve computer systems traced to the defendant's organisation, accumulating a total of 160 hits between



November, 2023 and July, 2026, several of which bear the defendant's own email domain.

39. This Court is, thus, satisfied that the plaintiff has made out a *prima facie* case for grant of an *ex parte ad interim* injunction till the next date of hearing. The balance of convenience is also in favour of an *ex parte ad interim* order being passed. I am satisfied that the plaintiff will suffer an irreparable loss and injury that is difficult to quantify in monetary terms if an *ex parte ad interim* injunction is not granted.

40. Accordingly, till the next date of hearing, the following directions are passed:

- a. Defendant, its principal officers, directors, agents, franchisees, servants and all others acting for and on its behalf at the defendant's premises are restrained from directly or indirectly using, accessing, installing any pirated/unlicensed/unauthorized software programs of the plaintiffs or reproducing and distributing any pirated/unlicensed/unauthorized software of the plaintiffs in contravention of the terms of the License Agreement.
- b. Defendant, its principal officers, directors, agents, franchisees, servants and all others acting for and on its behalf at the defendant's premises are restrained from directly or indirectly formatting the computer systems identified by the following MAC addresses, as detailed in paragraph 36 of the plaint, and/or erasing any data, log files, installations, etc. on the said computer systems pertaining to the copyrights of the plaintiffs subsisting in their software programs and software related documentation, namely, the SolidWorks software and



its various versions or any other software programs developed by the plaintiffs:-

Sr. No	MAC Address(es)
1.	14755b70e319, c87f54532c37, 14755b70e315, 14755b70e316
2.	38d57a02b982, 38d57a02b981, 8469934a4e0a
3.	088fc3ec437e, 74977903f3e3
4.	e88088735352, 60e9aa2bf83f, 60e9aa2bf840
5.	a841f48cfa29, a841f48cfa28, d0ad08ce2f8e
6.	a0afbdae11af, a0afbdae11ae, a0afbdae11b2
7.	54bf64280abd, dca266209683, dca266209684
8.	3003c8c3f37c, 3003c8c3f37b
9.	d84489e71e29, f0090d416e25, fcaa14d7a38b
10.	f44ee3a86b45, 489ebd762a5c, f44ee3a86b41, f44ee3a86b42
11.	b40edef75abc, b40edef75abd
12.	744ca18abeb9, 088fc32514e2, 744ca18abeba

41. Issue notice. Notice be served upon the defendants by all permissible modes including speed post, courier, e-mail, etc.
42. The defendant may file a reply to the application within a period of four weeks. Rejoinder thereto, if any, be filed before the next date.
43. List before the learned Joint Registrar for completion of service and pleadings on 30.11.2026.
44. Provisions of Order XXXIX Rule 3 CPC be complied with *qua* the defendant within a period of 10 days, and compliance affidavit be filed within a week thereafter.
45. List before Court on 21.01.2027.

VIKAS MAHAJAN, J

OCTOBER 5, 2026/jg/sj