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

+ **CS(COMM) 734/2022**

HOCKEY INDIA

..... Plaintiff

Through: Ms. Shyel Trehan, Advocate

versus

HARPERCOLLINS PUBLISHERS INDIA

PRIVATE LIMITED & ANR.

..... Defendants

Through: Ms. Swathi Sukumar, Ms. Ashina
Obhan, Ms. Himangi Kapoor,
Mr. Pratyush Rao, Ms. Seerat Bhutani
and Mr. Ritik Raghuwanshi,
Advocates for defendant No.1

CORAM:

HON'BLE MR. JUSTICE AMIT BANSAL

ORDER

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01.11.2022

I.A. 17194/2022 (for exemption)

1. Subject to the plaintiff filing the clear, original and legible/typed copies of any documents on which the plaintiff may seek to place reliance, within four weeks from today, exemption is granted for the present.
2. The application is disposed of.

I.A. 17195/2022 (u/S 149 CPC)

3. Subject to the plaintiff filing requisite court fees within three weeks, exemption is granted for the present.
4. The application is disposed of.

CS(COMM) 734/2022

5. In view of the urgent reliefs sought in the present suit, requirement of pre-institution mediation in terms of Section 12A of the Commercial Courts Act, 2015 is dispensed with.
6. Let the plaint be registered as a suit.
7. Issue summons.
8. Summons are accepted by the counsel appearing on behalf of the defendant no.1.
9. Summons be issued to the defendant no.2 through all modes. The summons shall indicate that the written statement(s) shall be filed by the defendants within thirty days from the date of the receipt of summons. Along with the written statement(s), the defendants shall also file affidavit of admission/denial of the documents of the plaintiff, without which the written statement(s) shall not be taken on record.
10. Liberty is given to the plaintiff to file replication(s), if any, within thirty days from the receipt of the written statement(s). Along with the replication(s) filed by the plaintiff, affidavit of admission/denial of the documents of the defendant(s) be filed by the plaintiff.
11. The parties shall file all original documents in support of their respective claims along with their respective pleadings. In case parties are placing reliance on a document, which is not in their power and possession, its detail and source shall be mentioned in the list of reliance, which shall also be filed with the pleadings.
12. If any of the parties wish to seek inspection of any documents, the same shall be sought and given within the timelines.
13. List along with CS(OS) 573/2022 and CS(OS) 588/2022 before this Court on 18th November, 2022.

I.A. 17193/2022 (O-XXXIX R-1 & 2 of CPC)

14. The present suit has been filed on behalf of the plaintiff, Hockey India seeking *inter alia*, the relief of injunction and damages for breach of the Hockey India Code of Conduct and Sanctions [hereinafter “Code of Conduct”], which, according to the plaintiff, is binding on the defendant no.2. The relevant Clause 20 of the Code of Conduct is set out below:

“20. The Members, Volunteers, and staff of Hockey India and Hockey India League shall not disclose information entrusted to them in confidence. Disclosure of other information shall not be for personal gain or benefit, nor be undertaken maliciously to damage the reputation of any person or organization.”

15. The cause of action stems from a book titled “*Will Power: The Inside Story of the Incredible Turnaround in Indian Women’s Hockey*” [hereinafter “the Book”], authored by the defendant no.2 and to be published by the defendant no.1.

16. Earlier, CS(OS) 573/2022 was filed seeking ad interim injunction respect of confidential information disclosed in respect of the plaintiff therein. In an appeal arising out of the said suit, the Division Bench vide order dated 19th September, 2022 in FAO(OS) 107/2022 had observed as under:

“At this ad interim stage, what the Court is required to consider is, whether there exists a prima facie case warranting the grant of an injunction, in the present case. We are of the considered opinion that, withholding thereof, would in fact, cause a greater risk of injustice than granting it. In this behalf, we observe that Clause 20 of the Code of Conduct by which the author of the subject book is clearly and unequivocally bound, required him contractually not to disclose information entrusted to him in confidence, inter alia, for personal gain or benefit or to damage the reputation of any person.

At this juncture, it could also be pertinent to point out that Clauses 14 and 15 pressed into service on behalf of the Publisher do not come to their aid inasmuch as, they refer ex facie to statements that are constructive and reasonable in the public interest.

*Furthermore, nothing establishing the fact that the medical information contained in the subject book, as of now, was in public domain has been placed on the record. **The assertion that Ms. Gurjit Kaur's teammates were privy to her medical condition, also does not come to the aid of the Publisher inasmuch as they would, prima facie, be also bound by the code of conduct which would a fortiori preclude them as well from disclosing or divulging the said confidential information to third parties. In any case, it is also an admitted position that all the information relating to the plaintiff's medical condition was divulged to the Author during his tenure as her coach.***

17. In view of the aforesaid observations, the Division Bench restrained the defendants from publishing the Book insofar as it related to the confidential information of the plaintiff therein.

18. Subsequently, another suit, being CS(OS) 588/2022, was filed based on defamatory statements made in respect of another hockey player, being the plaintiff therein. Vide order dated 21st September, 2022, this Court had noted the submission of the counsel for the defendant no.1 that the defendant no.1 shall not publish the portions of the manuscript relating to the plaintiff therein. Further, an ad interim injunction was passed against the defendant no.2 on the said date in respect of defamatory content contained in or in relation to the Book/manuscript insofar as it was directed towards the plaintiff therein.

19. Counsel for the plaintiff has handed over a manuscript of the Book with a copy to the counsel for the defendant no.1. The same is taken on

record. Attention of the Court has been drawn to the highlighted portions of the manuscript on pages 23-24, 68, 87 and 91 to show that the defendant no.2 by publishing the aforesaid facts in his book has violated the aforesaid Code of Conduct.

20. Counsel for the plaintiff has also drawn attention of the Court to the photographs on the front and back covers of the proposed Book at pages 93-94 of which the plaintiff, Hockey India, claims copyright. Counsel for the defendant no.1 submits that qua the photographs at page 93-94, the defendant no.1 is willing to suffer a decree of permanent injunction.

21. Issue notice.

22. Notice is accepted by the counsel appearing on behalf of the defendant no.1.

23. Notice be issued to the defendant no.2 through all modes.

24. Reply(ies) be filed within four weeks.

25. Rejoinder(s) thereto, if any, be filed within two weeks thereafter.

26. A *prima facie* case is made out on behalf of the plaintiff. From a reading of the highlighted portions of the manuscript of the Book and based on the observations contained in the order dated 19th September, 2022 passed by the Division Bench in FAO(OS) 107/2022, I am of the *prima facie* view that the confidentiality clause in the Code of Conduct has been breached by the defendant no.2 by seeking to publish the aforesaid highlighted portions of the Book. Balance of convenience is in favour of the plaintiff. Consequently, till the next date of hearing, an ad interim injunction is passed, restraining the defendants from marketing/publishing/disclosing for commercial gain the Book/manuscript or any part thereof containing the aforesaid highlighted portions on pages

23-24, 68, 87 and 91 as noted above.

27. List on 18th November, 2022.

AMIT BANSAL, J

NOVEMBER 1, 2022

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