

(1916) 05 AHC CK 0063
In the Allahabad High Court

Muhammad Abdul Jalil, Shams-ul-Ulema	APPELLANT
Vs	
Babu Ram Dayal and Others	RESPONDENT

Date of Decision : 15-05-1916

Acts Referred:

Citation : 34 Ind. Cas. 357

Hon'ble Judges : Piggott, J;Lindsay, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

Piggott, J.—This is an appeal by the plaintiff in a suit claiming a perpetual injunction in respect of an alleged breach of copyright, with substantial damages, from the defendants, who are a firm of publishers in Allahabad. The books which are alleged to have infringed the plaintiff's copyright are three volumes of graduated selections from standard Persian authors, the said selections having been prescribed at the end of the year 1911 by the Allahabad University for the subject-matter of its examinations in the Matriculation, Intermediate and B. A. Courses respectively, to be held in the year 1914. The plaintiff, Moulvi Muhammad Abdul Jalil, Shams-ul-Ulema, is a Professor of the Queen's College, Benares, and a member of the Board of Studies of the Allahabad University. In the early part of the year 1911 the question of the Courses to be prescribed for the examinations in the Persian language in the year 1914 began to be discussed by the Board of Studies. A project for a book of selections suitable to the B. A. Course had been prepared by Mr. Amjad Ali this was submitted to the Convener of the Board of Studies and by him referred to the plaintiff for opinion. The plaintiff criticised this book adversely, and it was suggested to him by the Convener of the Board that he might himself propose suitable Courses of Study for each of the three examinations. The correspondence which followed is on the record of the case and has been laid before us in detail. It would seem from the plaintiff's own evidence that the idea of preparing graduated extracts from standard Persian authors, suitable for students preparing for each of the three

examinations, had been previously present to the plaintiff's mind. At any rate he now offered, not merely to prepare lists of selections for the approval of the Board of Studies, but to prepare books or readers embodying the result of his selections. He was warned by the Convener that what was immediately required by the Board of Studies was merely lists of selections suggested as suitable, and eventually the plaintiff laid such lists before the Board of Studies of which, as already remarked, he was himself a member. The lists prepared by him for the Matriculation and Intermediate Examinations were approved as they stood, and the list prepared for the B. A. Examination was passed with slight alterations. Towards the end of December 1911 the Syndicate of the Allahabad University published a syllabus, including amongst other items the selections already referred to prescribed for students presenting themselves for the three examinations in question in the year 1914. In the meantime and thereafter, correspondence continued between the plaintiff, the Dean of the Faculty of Arts and the Registrar of the University on the subject of remuneration claimed by the plaintiff on account of the labour undertaken by him. The plaintiff in fact desired that the books which he was preparing, on the basis of the lists approved by the Board of Studies, should be prescribed by the University as the Persian readers recommended for the use of students preparing for the 1914 examinations and that his rights as the compiler of these three books should be protected by copyright. He made an alternative suggestion that the University should remunerate him for the labour which he had expended, and he named a sum of Rs. 4,029 as the remuneration to which he considered himself entitled.

2. This is not a suit for damages against the Authorities of the Allahabad University and it is not necessary for us to enter into a discussion of the position as between the plaintiff and the University Authorities, except in so far as we find it necessary to do so in order to throw light on the present litigation. The University of Allahabad was quite aware that by prescribing any particular edition of selections from standard Persian authors for the use of students preparing for its examinations it would add considerably to the market value of any edition so prescribed. It is clear also that the Allahabad University had no intention of thus enhancing the market value of any edition prepared under the supervision of its own Board of Studies, or by a member of the said Board. The defendants obtained access, as any member of the public was entitled to do and as any enterprising firm of publishers was practically certain to do, to the syllabus printed under the authority of the University at the end of the year 1911. Their case is that the three books which form the subject-matter of the present litigation owe nothing to the plaintiff personally. The defendants obtained the information they wanted from the syllabus of studies published by the University Authorities. On the basis of the information so obtained they sought out the original texts, and so prepared their edition of extracts in book form for each of the three examinations. The plaintiff contends that he has copyright in the results of his own labours as embodied in the lists published in the syllabus of the University. It may be conceded that a considerable amount of learning,

experience and labour was applied by the plaintiff to the preparation of the lists which he submitted to the Board of Studies. It may also be that it was never the plaintiff's personal intention that this service on his part should be rendered gratuitously. He undoubtedly desired to prepare readers on the basis of the suggestions laid by him before the Board of Studies, and to obtain remuneration for himself by the sale of the readers so prepared. As a matter of fact the plaintiff has himself prepared readers for each of the three standards on the basis of his own selections, and has published the same; but in each case the publication by the plaintiff took place subsequently to the publication by the defendants. We think that when the plaintiff, as a member of the Board of Studies, laid the results of his skill and experience before the Board, and then joined with the other members of the Board in preparing the syllabus for the examinations to be conducted in the Persian language in the year 1914, he placed the results of his labours unreservedly at the disposal of the University Authorities. He may have desired that those Authorities should either remunerate him for his labours, or take suitable measures to protect the copyright in the selections themselves. But when the University Authorities published their syllabus they surrendered any copyright, which may or may not have existed owing to the skill, learning, experience and labour expended on the preparation of these lists of passages from standard authors, unreservedly into the hands of the general public. The avowed intention of the University Authorities was that any enterprising firm of publishers which considered it a remunerative speculation should bring out the passages in question in book form. They were of opinion that the interests of the public, and of the general body of students, would best be served by allowing free competition in this matter. We think these facts need only be set forth in order to make it clear that the plaintiff retains no copyright in the selections as such.

3. In the Court below a strenuous effort was made on the part of the plaintiff to put his case upon another, or an alternative, basis. It was suggested on his behalf that the defendants had saved themselves the labour of referring to the original Persian authors by getting hold, in some way or other, of the plaintiff's own manuscripts as they were passing through the press. This question has been very fully dealt with by the learned District Judge. The suggestion put forward on the part of the plaintiff admittedly rested upon no direct evidence. It was sought to base it merely on a comparison of the two editions, that is to say, of the edition first published by the defendants and the edition subsequently published by the plaintiff. The learned District Judge has sufficiently shown that there is no basis in fact for the plaintiff's plea on this point, and that such coincidences as were relied upon by him have been sufficiently explained in the evidence given by the defendants,

4. For the reasons stated we find no force whatsoever in this appeal. We dismiss it accordingly, with costs, including fees on the higher scale.