

THE HIGH COURT OF DELHI AT NEW DELHI

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Judgment delivered on: 17.03.2008

+ **CS (OS) 2530/2007**

MICROSOFT CORPORATION & ANOTHER ... Plaintiffs

- Versus -

MITESH JAIN & ANOTHER ... Defendants

Advocates who appeared in this case:-

For the Plaintiffs : Mr Munish Mehra

For the Defendants : Mr Neeraj Grover

CORAM:-

HON'BLE MR JUSTICE BADAR DURREZ AHMED

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporter or not ?
3. Whether the judgment should be reported in Digest ?

BADAR DURREZ AHMED, J (ORAL)

IA No.3337/2008 (U/O 23 Rule 3 Read with Section 151 of CPC)

1. The plaintiffs had filed this suit against the defendants alleging infringement of their copyright in the software programme developed by the plaintiffs and in particular 'Microsoft Windows XP Professional Version 2002' and 'Microsoft Office 2002'. During the pendency of the suit, the plaintiffs and the defendants have arrived at an amicable settlement. The defendants have acknowledged the plaintiffs to be the proprietors and owners of the copyrights in the aforesaid software programmes and have apologised for the infringement on their part. The defendants have

undertaken that they will not, in future, sell, offer for sale, distribute, issue to the public, any counterfeit/pirated/unlicenced versions of the plaintiffs' software or do any other act which would in any other manner amount to infringement of the plaintiffs' intellectual property rights. The defendants have also undertaken to pay to the plaintiffs the US dollar equivalent of a sum of Rs 1 lakh within a month by way of a draft in favour of Microsoft Corporation, USA to cover the partial legal costs incurred by the plaintiffs in this suit. The rest of the terms and conditions which have been agreed upon by the parties are set out in this application itself. This application has been signed by Mr Anand Banerjee on behalf of the plaintiffs as their Constituted Attorney. It has also been signed by Mr Mitesh Jain who is the defendant No.1 as also on behalf of the defendant No.2 being the sole proprietor thereof. The affidavits of the said persons are also filed alongwith this application. The respective counsel for the parties have also affixed their signatures on this application. This application has been marked as Exhibit C-1.

2. In consideration of the undertakings given by the defendants, the plaintiffs have agreed to forgo the prayers contained in paragraph 36 (b), (c), (d) and (e) of the plaint. The parties have agreed that a decree be passed in favour of the plaintiffs in terms of prayer 36 (a) of the plaint after incorporating the terms of settlement indicated in this application.

3. I have examined the terms of settlement arrived at between the parties and am satisfied that the same are lawful. The compromise / settlement is taken on record. The suit is decreed in favour of the plaintiffs and against the defendants in terms of the prayer contained in paragraph 36 (a) of the plaint as also in terms of the compromise set out in this application. The prayers contained in paragraph 36 (b), (c), (d) and (e) of the plaint have been given up by the plaintiffs. The formal decree be drawn up. Exhibit C-1 shall form part of the decree. The parties are granted leave to approach the Reserve Bank of India for process of their foreign remittance application in accordance with law.

This application, the suit and all pending applications stand disposed of.

(BADAR DURREZ AHMED)
JUDGE

March 17, 2008
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