

33
% 17.03.2010

Present: Mr. Munish Mehra, Adv. for the plaintiff.
Mr. Neel Mason, Adv. for the defendant.

+ IA 3452/2010 in CS(OS) No. 2379/2008

1. This is an application under Order XXIII Rule 3 CPC r/w Section 151 CPC filed by the parties jointly for disposal of the matter in terms of the settlement having been arrived at between the parties.
2. The learned counsel for the plaintiff has contended that following are the terms and conditions of settlement arrived at between the parties:-

(a) That the defendants have agreed to use only the licensed software programs of the respective plaintiffs and will strictly abide by the terms of the End User License Agreements and pertinent product use rights.

(b) That the defendants have undertaken to pay a sum of Rs.5 lacs only to the Business Software Alliance USA which is a non-profit organization of which the plaintiffs are members and under whose aegis the present suit was filed in the form of a demand draft. The said demand draft has been handed over by the learned counsel for the defendant to the learned counsel for the plaintiff in Court today which is drawn in the name of Anand and Anand, the plaintiff's legal counsel.

123

(c) The plaintiffs, on their part have given up all their claims for damages and rendition of accounts and delivery up against the defendants which was made in paragraphs 48 to 48 (e) of the plaint.

3. The aforesaid application is supported by affidavits of Mr.V.Ram Kumar. He is defendant no.1 and CEO of defendant no.2 as well as Mr.Achuthan Sree Kumar, who is the constituted attorney of the plaintiff.
4. In view of the aforesaid application, I feel that there is no lis survives between the parties and the suit is accordingly decreed in terms of the settlement having been arrived at between the parties. The application shall form part of the decree. The decree sheet be prepared accordingly.
5. Parties to bear their own cost.
6. File be consigned to the Record Room.

MARCH 17, 2010
RN


V.K. SHALI, J.