

IN THE HIGH COURT OF DELHI AT NEW DELHI

Judgment delivered on: 18.06.2014

CS(OS) 1562/2014

MICROSOFT CORPORATION & ANR Plaintiffs
Through: Ms. Julien George, Advocate

Versus

MANJEET SINGH & ORS Defendants
Through: Mr. Nitin Mishra, Advocate

CORAM:
HON'BLE MR JUSTICE SIDDHARTH MRIDUL

J U D G M E N T

SIDDHARTH MRIDUL, J (ORAL)

I.A.No.11545/2014

1. The present suit has been instituted by Microsoft Corporation against the defendants *inter alia* for infringement of copyright. The plaintiffs and the defendant companies, part of the Nahar Group of Companies have now entered into a settlement dated 16.06.2014 which is recorded in the present application under Order 23 Rule 3 read with Section 151 of the Code of Civil Procedure, 1908. The terms and conditions of the aforesaid settlement incorporated in the said application are as follows:-

- (a) The Defendants acknowledge the plaintiffs to be the owner of copyright in the computer programs developed and marketed by them and undertakes that they will only use genuine software of the Plaintiffs, as per their current and future requirement, and will ensure that the Plaintiffs copyright in its computer programs are not infringed in any manner across its offices and they will strictly abide by the terms of the End User License Agreements (EULAs) accompanying such software programs for use of the same.
- (b) The Parties have estimated and determined that in order to amicably resolve the issues raised in the instant suit, the Defendant companies would procure licenses, the details of which are enumerated herein below:

1. M/s Oswal Woollen Mills Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	136
Office ProPlus 2013	79P-04748	59
Office Standard 2013	021-10256	1
Windows Server Standard 2012 R2	P73-06285	1
Windows Server CAL 2012	R18-04277	30

2. M/s Nahar Poly Films Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	25

Office ProPlus 2013	79P-04748	10
Windows Server Standard 2012 R2	P73-06285	1
Windows Server CAL 2012	R18-04277	5

3. M/s Nahar Spinning Mills Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	294
Office ProPlus 2013	79P-04748	130
Office Standard 2013	021-10256	5
Windows Server Standard 2012 R2	P73-06285	2
Windows Server CAL 2012	R18-04277	60

4. M/s Monte Carlo Fashion Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	137
Office ProPlus 2013	79P-04748	60
Office Standard 2013	021-10256	1
Windows Server Standard 2012 R2	P73-06285	1
Windows Server CAL 2012	R18-04277	31

5. M/s Nahar Industrial Enterprise Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	300
Office ProPlus 2013	79P-04748	140
Windows Server Standard 2012 R2	P73-06285	3
Windows Server CAL 2012	R18-04277	60

6. M/s Cotton County Retail Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	20
Office ProPlus 2013	79P-04748	1
Office Standard 2013	021-10256	5
Windows Server Standard 2012 R2	P73-06285	1
Windows Server CAL 2012	R18-04277	10

7. M/s Nahar Capital and Financial Services Limited

Software Products	Part No.	Licenses
Windows Prof. 8.1	FQC-08147	1
Office ProPlus 2013	79P-04748	1

Windows Server Standard 2012 R2	P73-06285	1
Windows Server CAL 2012	R18-04277	5

- (c) The Defendants agree and undertake before this Hon'ble Court to furnish and produce proof of purchase of the licenses as enumerated in Para 2 (b) above, in the nature of invoices and delivery challans to the satisfaction of the representatives of the Plaintiffs.
- (d) The Defendants further undertakes to pay a sum of Rs.7,00,000/-(Rupees Seven Lakhs Only) to the Plaintiffs vide cheque number 433175, payable in the name of "Saikrishna & Associates", immediately upon the recordal of the present application to cover legal costs (including cost in appointing local commissioners) incurred in the suit proceeding. The aforesaid payment will be received on behalf of the Plaintiffs by Saikrishna & Associates, the Counsel for the Plaintiffs, to be remitted to Microsoft Corporation in US\$ equivalent, in accordance with local laws and regulations, after obtaining permission from the appropriate authorities.
- (e) The Plaintiffs will have no objections if the computer systems containing unlicensed software of Plaintiffs and taken into custody by the Learned Local Commissioners, during the execution of the order dated 25th May 2014, are released back forthwith to the Defendants upon the recording of the present compromise application before the Hon'ble Court.
- (f) The Defendants undertake to clean/delete the Hard Drives of the Seized computer systems, of all illegal/pirated/unlicensed software, if any of the plaintiffs, within 5 days of the disposal of the present Compromise Application.

- (g) The Defendants agree that the Plaintiffs for a period of 5 years after the signing of the present compromise application would be entitled to conduct audit, to check the compliance of the undertaking that they are not violating copyright of the Plaintiffs in its software programs, contained on the computer systems across the offices/plants of the Defendants.
- (h) The parties agree that the signatories to the present settlement are fully competent and authorized to enter into the present settlement Application.
- (i) The parties agree that all the terms and conditions laid out in the present compromise Application are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.
- (j) The Defendants hereby agree before this Hon'ble Court that the present terms and compromise shall be binding on all their principal officers, directors, agents, servants, successors, and assigns in business interest and title and all other acting for and on their behalf, for all times to come pertaining to the subject matter of the present suit prior to the date of execution of this Settlement.
- (k) The parties agree that all their disputes have been resolved by virtue of this Compromise Application and the Plaintiffs would not institute or press any further remedies available to them, for infringement of Copyright in the software programs of the Plaintiffs prior to the date of execution of the present Settlement, unless there is breach of the terms of the present Settlement.

2. It is, therefore, prayed by the parties to the present application, who are also the parties to the suit, that the above terms and conditions of the

compromise be recorded and a decree be passed in terms of the present application.

3. It is observed that the said application is supported by an affidavit of Mr. Vishal Ahuja on behalf of the plaintiffs, an affidavit of Mr. Manjeet Singh on behalf of defendant No.1 and Mr. Vijay Gupta on behalf of defendant Nos.2 to 8. The settlement entered into between the parties is lawful, reasonable and just.

4. The parties shall abide by the terms and conditions of the compromise entered into between them.

5. Counsel for the defendants has handed over a cheque of Rs.7,00,000/- (Rupees Seven Lakhs) towards the legal fees to the counsel for the plaintiffs. Receipt thereof is acknowledged by the counsel for the plaintiff.

6. The application is allowed and disposed of accordingly.

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7. In accordance with the terms and conditions of compromise incorporated in the settlement agreement that have been recorded above, the suit filed by the plaintiffs is decreed. Decree Sheet may be drawn in terms thereof.

8. The suit is disposed of accordingly. The suit need not be listed before the Court on 29.08.2014, the date already given.

SIDDHARTH MRIDUL, J.

JUNE 18, 2014

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