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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 234/2013**
TATA SONS LIMITED Plaintiff

Through : Mr. Pravin Anand, Ms. Geetanjali
Visvanathan and Ms. Asavari Jain,
Advs.

Versus

LAL CHAND & ORS Defendants
Through : Mr. A. K. Goel and Ms. Renu Narula,
Adv.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

ORDER
% **10.12.2015**

Learned counsel for the defendants, on instructions of the defendants submits that defendants have stopped brick kilning business long ago. It is further submitted that the defendants are willing to suffer a decree in terms of prayer Clauses 30(i) & (ii) of the plaint. It is further submitted that defendants will destroy the bricks lying at the spot as per the the Local Commissioner's, report. He further submits that defendants will jointly and severally pay Rs.25,000/- to the plaintiff towards damages.

In view of the above statement, learned counsel for the plaintiff has given up other reliefs except prayer Clauses 30(i) & (ii).

Accordingly, suit is decreed in terms of the prayer Clauses 30 (i) &

(ii). Money decree of Rs.25,000/- is also passed towards damages, in favour of the plaintiff and against the defendants jointly and severally. Miscellaneous applications are disposed of as infructuous.

A.K. PATHAK, J.

DECEMBER 10, 2015
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CS(OS) 366/2011

Statement of Mrs. Padma Alva D/o Mr. M. B. Rao W/o Mr. Chittaranjan Alva, aged about 60 years R/o D-47, Press Enclave, Saket, New Delhi-110017.

On SA

I am the Chief Administrative Officer of the plaintiff and have been authorized vide Board Resolution dated 30th June, 2004 to make statement in Court on behalf of the plaintiff. Plaintiff has settled the matter with the defendant. I have heard the statement of Mr. Raj Kumar Sharma, General Manager (Commercial) of the defendant recorded in the Court today. In view of the statement of Mr. Raj Kumar Sharma and receipt of Rs.3,30,000/-, plaintiff gives up the relief of rendition of accounts and damages. Suit may be decreed in terms of prayer no.32(a) of the plaint. Plaintiff has settled the matter with the defendnat without any force or coercion.

A.K. PATHAK, J.

**RO & AC
DECEMBER 10, 2015**

CS(OS) 366/2011

**Statement of Mr. Raj Kumar Sharma S/o Mr. Keshav Prasad Sharma,
aged about 49 years R/o E-100/2, Shivaji Nagar, Bhopal, M.P.**

On SA

I am the General Manager (Commercial) of the defendant, that is, Jagran Publication Pvt. Ltd. I have been authorized by defendant to make statement in Court vide authorized letter, which is marked as 'Mark X'. Defendant has settled the matter with the plaintiff. Defendant acknowledges the proprietary rights of the plaintiffs' in their articles. Defendant shall not challenge the rights of the plaintiffs' in the said copyrighted works. Defendant shall also not use any material over which plaintiff has copyright without a license from plaintiff. Defendant has no objection, in case the amount lying deposited in this Court in the shape of FDR, is released to plaintiff together with the interest accrued thereupon. Defendant is also willing to pay Rs.3,30,000/- to the plaintiff towards the legal expenses and costs. I am handing over the demand draft for the amount of Rs.3,30,000/- to learned counsel for the plaintiff (Photocopy of demand draft is placed on record). Defendant has no objection if the suit is decreed in terms of prayer no.32(a) of the plaint. Defendant has settled the matter with the plaintiff without any force or coercion.

A.K. PATHAK, J.

**RO & AC
DECEMBER 10, 2015**