

\$~5

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(OS) 1444/2012 & IA No. 9567/2012

MICROSOFT CORPORATION & ANR Plaintiffs
Through Mr. Aasish Somasi, Adv.

versus

RAKESH SINGH RAJPOOT & ORS Defendants
Through Mr. Sanjeev Narula, Adv. for D-2 to 4

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% 07.10.2015

1. Pursuant to the parties being referred to mediation, a Settlement Agreement dated 30.7.2015 had been arrived at between them before Delhi High Court Mediation and Conciliation Centre.
2. Counsels for the parties state that as per para 10 of the Settlement Agreement, the defendants have acknowledged the plaintiff to be the owner and proprietor of the intellectual property rights owned by the plaintiff including but not limited to the copyright in various software programmes developed by the plaintiff. It has also been recorded that the defendant has purchased various licenses from the plaintiff.
3. In view of the settlement arrived at between the parties, the plaintiff has no objection if the computer system/servers sealed by the

local commissioner are de-sealed and released back to the defendants in accordance with law. Counsels for the parties jointly state that the settlement agreement be taken on record and the suit be decreed accordingly. Learned counsel for the defendants clarifies that defendant No.3 had been deleted from the record by the Registrar of Companies and the defendant No.4 has been merged with the defendant No.2 company.

4. The Court has perused the Settlement Agreement dated 30.7.2015. The same has been signed by the authorised representatives of the parties and the counsels for the parties as also the learned Mediator. Copies of the Board Resolutions passed in favour of the signatories to the Settlement Agreement have also been enclosed. 5. As the counsels for the plaintiff and the defendants jointly state that they have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters, there appears no legal impediment in accepting the settlement. The Settlement Agreement is taken on record and the parties shall remain bound by the terms and conditions of the said settlement. The suit is decreed as per the Settlement Agreement dated 30.7.2015. Decree sheet be drawn up accordingly.

5. The suit is disposed of along with the pending application, while

leaving the parties to bear their own expenses.

6. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement through the court annexed mediation, prior to the pleadings being completed in the suit, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

7. In view of the aforesaid submission made by the counsel for the plaintiff, the Registry is directed to issue a certificate in favour of the plaintiff for refund of the court fees, as per law.

File be consigned to the record room.

HIMA KOHLI, J

OCTOBER 07, 2015

aj/ap