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

+ CS(OS) 1574/2013 and I.A. 24196/2014, 12722/2013

MICROSOFT CORPORATION & ANR Plaintiffs
Through: Mr. Nishchal Anand, Advocate with
Mr. Aman Taneja, Advocate

versus

PIYUSH SOMANI & ANR Defendants
Through: Ms. Manmeet Arora, Advocate with
Ms. Nidhi Parashar and Mr. Sarad K. Sunny,
Advocates

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **10.09.2015**

I.A. 19021/2015 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been jointly filed by the parties stating *inter alia* that during the pendency of the suit, they have been able to arrive at an out of court settlement. The terms and conditions thereof have been set out in paras 2 to 5 of the application.
2. Counsels for the parties state that as per the settlement recorded in the present application, the defendants have recognised the plaintiff No.1 to be the proprietor of the trademark, "MICROSOFT" and have undertaken that they will at no point in the future use the said trademark in any manner whatsoever. The defendants have also undertaken to withdraw the arbitration application filed by them before

the Nashik District Court and further undertaken to take steps to transfer the domain name, www.microsoft.co.in in favour of the plaintiff No.1, as recorded in the application.

3. Counsels for the parties state that in view of the undertakings given by the defendants, the plaintiffs have agreed to pay a sum of USD 7000 to the defendants as litigation costs that shall be deposited in the bank account of the defendants. Counsel for the plaintiffs hands over a draft bearing No.027572 dated 08.09.2015 drawn on Citibank, New Delhi, for a sum of Rs.4,69,000/- to the counsel for the defendants, which is stated to be equivalent to USD 7000. The same is duly accepted by the counsel for the defendants. The plaintiffs have undertaken to withdraw the Transfer Petition filed by them against the defendants and pending in the Supreme Court. The plaintiffs have also agreed to forgo their claim of damages, rendition of accounts, costs etc. against the defendant.

4. At this stage, counsels for the parties state that though the defendants have agreed to transfer the domain name, www.microsoft.co.in in favour of the plaintiffs, but in view of the complaint filed by the plaintiffs with the National Internet eXchange of India (NIXI) under the .IN Domain Name Dispute Resolution Policy (INDRP), for transfer of the domain name in its favour, directions may

be issued to the NIXI to make necessary compliances.

5. The Court has perused the present application. The same has been signed by the constituted attorney of the plaintiffs and the authorised signatory of the defendants as also their respective counsels and is duly supported by the affidavits of the signatories. As counsels for the parties jointly state that their clients 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 said settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the application.

6. The suit is decreed in accordance with the terms and conditions recorded in the application, while leaving the parties to bear their own expenses. The NIXI is directed to request the Public Domain Registry to unlock the domain name, www.microsoft.co.in so that the same can be handed over to the plaintiffs in terms of the settlement recorded in the application.

7. The suit is disposed of, along with the pending applications.

8. File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 10, 2015

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