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

+ CS(OS) 926/2015 & IA No.6932/2015

AUTODESK INC & ANR Plaintiffs

Through : Ms. Aarshia Behl, Advocate

versus

MANOJ DAS & ANR Defendants

Through : Ms. Bhabna Das, Advocate with
D-1 in person.

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

ORDER

% **29.10.2015**

I.A. No.22812/2015 (joint application u/O XXIII R 3 CPC)

1. The present application has been filed jointly by the parties stating *inter alia* that they have been able to negotiate a settlement through the Delhi High Court Mediation and Conciliation Centre. A Settlement Agreement dated 28.9.2015 has been enclosed with the application and marked as Annexure-A.

2. The details of the terms and conditions of the settlement have been set out in para 6 of the Settlement Agreement, whereunder the defendants have undertaken to use only the licensed software of the plaintiffs and have agreed to purchase software licenses worth Rs.19,03,161/- from the plaintiffs.

3. Counsels for the parties state that 50% of the aforesaid amount

has already been received by the plaintiffs and a Demand Draft for the balance amount of Rs.9,51,581/- is handed over by the counsel for the defendants to the counsel for the plaintiffs, which is duly accepted by her.

4. Counsels for the parties state that in view of the settlement arrived at between the parties, the suit may be decreed.

5. The Court has pursued the Settlement Agreement 28.9.2015. The same has been signed by the constituted attorney of the plaintiffs and the Managing Director of the defendants and their respective counsels as also by the learned Mediator. The present application has also been signed by the constituted attorney of the plaintiffs and the Managing Director of the defendants and their respective counsels. The application is supported by the affidavits of the signatories to the application.

6. As counsels for the plaintiffs and the defendants 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 settlement. The parties shall remain bound by the terms and conditions of the settlement recorded in the Settlement Agreement dated 28.9.2015.

7. In view of the settlement recorded herein above, the defendants shall be at liberty to de-seal the computer systems that were sealed by the Local Commissioner in terms of the directions issued by this Court and use the same after removing the infringing software programmes installed therein.
8. The suit is decreed in terms of the settlement arrived at and recorded in the Settlement Agreement dated 28.9.2015, while leaving the parties to bear their own costs.
9. The suit is disposed of, along with the pending application.
10. File be consigned to the record room.

OCTOBER 29, 2015
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HIMA KOHLI, J