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IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CS(OS) 3784/2014 & IA No.24650/2014

THE FOUNDRY VISIONMONGERS LTD.

..... Plaintiff

Through: Mr. Ravin Galgota and
Ms.Krutika Vijay, Advocates

versus

LAXMIKANT JESWARA & ANR.

..... Defendants

Through: Mr. Kartik Prasad, Advocate

CORAM:

HON'BLE MS. JUSTICE HIMA KOHLI

O R D E R

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03.09.2015

I.A. 18361/2015 (joint application u/O XXIII R 3 CPC)

1. The present joint application has been 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 amicable settlement, the terms and conditions whereof have been set out in paras 1 to 10 of the application.

2. Counsels for the parties state that in terms of the settlement, the defendants have acknowledged the plaintiff to be the owner and proprietor of all the intellectual property rights in their software programmes and have given a series of undertakings to the plaintiff. The defendants have also agreed to pay a sum of Rs.16,28,550/- to

the plaintiff, which amount is stated to have already been tendered to the plaintiff.

3. In consideration of the undertakings given by the defendants, the plaintiff has agreed to forego its claims for damages, delivery up and rendition of accounts, as prayed for in para 51(ii), (iii) and (iv).

4. Counsels for the parties state that the suit may be decreed in terms of the settlement recorded in the present application and prayer 51(i) of the plaint.

5. The Court has heard the counsels for the parties and examined the averments made in the application. The same has been signed by the authorized signatory/constituted attorney of the plaintiff and the defendants, and their respective counsels and the same is duly supported by the affidavits of the signatories.

6. 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.

7. The suit is decreed in terms of the settlement recorded in the application and prayer clause 51(i) of the plaint, while leaving the

parties to bear their own expenses.

8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at an out of court settlement before the stage of framing of issues, the plaintiff is entitled to claim refund of the court fees in terms of Section 16 of the Court Fees Act.

9. 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.

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

File be consigned to the record room.

HIMA KOHLI, J

SEPTEMBER 03, 2015

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