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

+ CS(OS) 1739/2015

MICROSOFT CORPORATION & ANR Plaintiffs
Through: Ms. Safid Said, Advocate with
Ms. Savni Dutt, Advocate

versus

SURESH SHARMA & ORS Defendants
Through: Mr. Abhimanyu Chopra, Advocate for
Ms. Garima Kapoor, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

% **ORDER**
29.07.2015

I.A. 15098/2015 (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 present suit, they have arrived at an out of court settlement. The terms and conditions of the settlement have been set out in para 2 of the application, wherein the defendants have acknowledged the plaintiffs to be the owners of the copyright in the computer programmes developed and marketed by them and they have purchased various licenses from the plaintiffs as detailed in para 2(b) of the said application. The defendants have also agreed to pay a sum of ₹1 lac to the plaintiffs towards litigation

expenses. Counsel for the defendants states that the cheque for ₹1 lac has been handed over to the plaintiffs through counsel, which fact is confirmed by the other side. The remaining terms and conditions of the settlement have been recorded in para 2 of the application.

2. In view of the settlement arrived at between the parties, learned counsel for the plaintiffs states that the plaintiffs give up the reliefs prayed for at prayer clause 29(ii) to (iv) of the plaint.

3. The Court has perused the present application. The same has been signed by the plaintiffs and the defendants through their authorised signatories/constituted attorney as also by the counsels and is supported by the affidavits of the signatories. Enclosed with the application are the copies of the invoices raised by the plaintiffs on the defendants.

4. 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.

5. The application is allowed. The suit is decreed in terms of prayer clause 29(i) of the plaint and the terms and conditions recorded in the

present application, while leaving the parties to bear their own expenses.

6. The suit and the application are disposed of.

7. The date already fixed, i.e., 19.10.2015, stands cancelled.

File be consigned to Record Room.

HIMA KOHLI, J

JULY 29, 2015

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