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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 440/2016 & IAs No.18819-20/2014**
TEKLA CORPORATION Plaintiff
Through : Mr. Ravin Galgotia, Advocate

versus

ANIL SRIVASTAVA & ORS Defendants
Through : Mr. Siddharth Dias, Advocate

CORAM:
HON'BLE MS. JUSTICE HIMA KOHLI

ORDER
% **23.08.2016**

I.A. 10058/2016 (joint application u/O XXIII R 3 CPC)

1. The present compromise application has been filed by the parties stating *inter alia* that during the pendency of the present proceedings, they have arrived at an out of court settlement.
2. The terms and conditions of the settlement have been set out in sub-
paras (a) to (e) of para 1 of the application, whereunder the defendants have
acknowledged that the plaintiff is the owner/proprietor of the intellectual
property rights in various software programmes developed by it and have
undertaken that they will abide by the terms and conditions of the Software
Licence Agreement executed with the plaintiff. The remaining terms and
conditions of the settlement have also been set out in the present application.

3. In consideration of the undertakings given by the defendants, the plaintiff has agreed to forego its claims for damages, delivery up, rendition of accounts and costs, as prayed for in para 50(b) of the plaint.
4. Counsels for the parties state that the suit may be decreed in terms of the settlement arrived at between the parties and recorded in the present application.
5. The Court has pursued the present application. The same has been signed by the constituted attorney of the plaintiff, defendant No.1 and the Director of the defendants No.2 and 3, apart from their respective counsels. The application is supported by the affidavits of the signatories to the application. Enclosed with the application is a certified copy of the Board of Resolution of the defendant No.2 and a power of attorney executed in favour of the signatory to the application, who has signed on behalf of the plaintiff.
6. As counsels for the plaintiff 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 application.
7. The suit is decreed in terms of the settlement arrived at and recorded in the application, while leaving the parties to bear their own costs.
8. At this stage, learned counsel for the plaintiff states that in view of the fact that the parties have arrived at a settlement prior to the stage of issues, the plaintiff is entitled to claim refund of 50% of the court fees in terms of Section 16A 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 50% of the court fees, as per law.
10. The suit is disposed of, along with the pending applications.
11. The date already fixed in the matter, i.e., 15.9.2016 stands cancelled.
12. File be consigned to the record room.

AUGUST 23, 2016
sk/mk

HIMA KOHLI, J

