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

+ **CS(OS) 1828/2013**

PARAMETRIC TECHNOLOGY CORPORATION & ANR

..... Plaintiff

Through: Mr. Pravin Anand, Adv. with Ms.
Asavari Jain, Adv.

versus

ISHWAR CHAND AGGARWAL & ANR Defendant

Through: Mr. Vaibhav Mirg, Adv. with Mr.
Aman Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

14.01.2016

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IA 621/2016

This is a joint application filed by the parties u/O 23 R 3 read with Section 151 CPC, praying for the disposal of the suit in terms of the settlement entered into between them. The application is accompanied by affidavits of Col. J.K. Sharma, Constituted Attorney of the Plaintiffs and Mr. Anant Luhadia, Constituted Attorney of the Defendants.

The Court has heard learned counsel for the parties and examined the averments made in the application. It is noted, that their clients have entered into a settlement. They also state, their client would be bound by the terms recorded therein. The terms inter-alia are as under:-

“1. The Defendants acknowledge the plaintiffs to be

respective owners/proprietors of all the Intellectual Property Rights, including but not limited to the copyright in the software programs developed by them.

2. The Defendants further undertake to only use licensed/legal versions of the Plaintiff's software for all times to come.

3. The Defendants agree that the Plaintiffs once in every year for a period of three years after the signing of the present compromise application would be entitled to conduct an audit of the software of the Plaintiffs contained on the computer systems of the Defendants without prior intimation.

4. The parties agree that the other party would have the right to institute appropriate proceedings under law including but not limited to execution proceedings, in case they are found to be in breach of any of the terms and conditions as contained herein.

5. The Defendants agree that their principal officers, directors, employees, and all others acting for an on their behalf, would not directly or indirectly use or install any pirated/counterfeit/unlicensed software of the Plaintiffs, for any kind of computer related activities or otherwise in any other manner, or reproduce and/or distribute any such software of the Plaintiffs which would be in contravention of the terms of the End-User License Agreement(s), or infringe in any other manner or cause/enable/or assist others to infringe the copyright of the Plaintiffs in any manner whatsoever, within the premises owned by Defendant No.2 and on the Computer Systems belonging to and in control of Defendant No.2.

6. The parties acknowledge and agree that the terms of this Agreement, and the negotiations preceding this Agreement, are highly sensitive and strictly confidential. The Parties shall not disclose, divulge, reveal, publish or

otherwise disseminate, directly or indirectly, to any person or entity the terms of this Agreement, except in connection with any action between the parties to enforce this Agreement or as required by law or court order. The parties shall refrain from making any disparaging remarks about the other or its respective officers, employees, customers, business partners, or software products.”

The suit is decreed in terms of the settlement arrived at and recorded in the application. The parties shall bear their own costs.

At this stage, Mr. Pravin Anand, learned counsel for the plaintiffs states, in view of the settlement, the plaintiffs are entitled to refund of the Court Fee.

I note, only pleadings were complete; no admission and denial of documents has taken place, nor issues have been framed.

The Registry is directed to issue certificate in favour of the plaintiffs for refund of 50% of the Court Fee in terms of Section 16A of the Court Fees Act, 1870.

V. KAMESWAR RAO, J

JANUARY 14, 2016/ak