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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 2598/2014**

**SIEMENS PRODUCT LIFECYCLE MANAGEMENT SOFTWARE
INC & ANR** Plaintiffs

Through: Mr. A.J.Ray, Adv.

versus

NILESH & ANR Defendants

Through: Mr.Robin George, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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09.03.2016

IA 3135/2016(u/O 23 Rule 3 r/w Sec. 151 CPC)

This is a joint application filed by the parties. The application has been signed on behalf of the plaintiffs, defendants and their counsels.

It is averred in the application that the parties have entered into a settlement/compromise on the following terms:-

“3) That the defendant no.2 has agreed to purchase the following software of the plaintiff no.1:

<i>S.No.</i>	<i>Description of software</i>	<i>License Quantity</i>	
<i>1.</i>	<i>NX Mach Designer-Node locked</i>	<i>2</i>	<i>Rs.28,45,067/- (Taxes as applicable, shall be</i>

			<i>payable separately)</i>
2.	<i>NX-CAD CAM 2.5 Axis Milling Foundation</i>	<i>1</i>	
3.	<i>Automotive Supplier Entry Bundle</i>	<i>1</i>	

4) *That true copies of the purchase order placed by the Defendant*

No.2 for the purchase of the aforementioned software of the Plaintiffs and the Demand Draft issued by it for making payment therefor are appended herewith and collectively marked as Annexure-A1.

5) *That the Defendants undertake that they will use the aforementioned software of the Plaintiffs strictly as per the terms of the Master/ End User License Agreements (EULAs) accompanying such software programs for use of the same.*

6) *That in consideration of the Defendant No.2 having agreed to purchase the software owned by the Plaintiff No.1 as mentioned supra, the Plaintiffs state and submit that all their disputes pleaded in the instant suit qua both the Defendants (the Defendant No.1 being an employee of the Defendant No.2 Company) have been resolved and further that the Plaintiffs would not institute or press any further remedies available to them for any cause of action which may have accrued to them against the Defendants up to the filing of the instant application, save and except where there is any breach of the aforementioned terms by the Defendants.*

7) *That in further consideration of the Defendant No.2 having agreed to purchase the Plaintiff No.1's software as mentioned supra, the Plaintiffs state and submit that it does not have any objection if the computer systems belonging to the defendant No.2 which were taken into custody by the Learned Local Commissioners are released back to the Defendants upon the recording of the present compromise application before the Hon'ble Court."*

The learned counsel for the parties state that the suit be disposed of as being compromised.

Accordingly, the suit is disposed of as being compromised.

No costs.

V. KAMESWAR RAO, J

MARCH 09, 2016
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