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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS (OS) 971/2015

AUTODESK, INC & ANR.

..... Plaintiffs

Through: Mr. Deb Jyoti Ghosh, Advocate.

versus

BMM ISPAT LIMITED

..... Defendant

Through: Mr. Kumar Mihir, Advocate.

CORAM: JUSTICE S. MURALIDHAR

ORDER

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17.08.2016

CS (OS) 971/2015 & IA No. 14277/2015 (under Section 151 CPC)

1. The parties have settled their disputes. A copy of the Settlement Agreement ('SA') dated 8th August 2016 entered into between them before the Delhi High Court Mediation & Conciliation Centre ('DHCMCC') is on record. The said settlement is taken on record and will form part of the present order.

2. The following terms of settlement have been arrived at:

- (i) The Defendant acknowledges that Plaintiff no. 1 is the sole owner of the copyright in the various software programs including AutoCAD and Autodesk Inventor Professional softwares developed and marketed by it.

(ii) The Defendant, its directors/partners, principal officers, servants, agents, representatives undertake to permanently refrain themselves from directly or indirectly reproducing / installing / or using the pirated /unlicensed software programs of the Plaintiff no. 1 at their premises.

(iii) The Defendant agrees to purchase 16 licences of Autodesk AutoCAD Mechanical Annual Subscription License 2017 as mentioned in Work Order dated 20.07.2016 for a sum of Rs. 11,66,440/- (Rupees Eleven Lakh Sixty Six Thousand Four Hundred and Forty only). The Defendant will make this payment vide cheque no. 081486 dated 5th August 2016 drawn on State Bank of India, Hosapete Branch (Bellary, Karnataka) in favour of 'Microgenesis Cadsoft Private Limited' towards purchasing softwares of Plaintiff no. 1 as per the work order dated 20.07.2016. Copy of the work order dated 20.07.2016 is enclosed as Annexure D. Copy of the cheque no. 081486 dated 5th August 2016 is enclosed as Annexure E.

(iv) The aforesaid undertaking shall be binding on the Defendant, their officers, servants, agents, legal heirs, successors, representatives, assigns in business etc. and upon any business in which or any of their partners/directors are directly or indirectly involved.

(v) In view of the present settlement, the Plaintiffs undertake to withdraw their claim of damages of Rs. 50,00,000/- (Rupees Fifty Lakhs Only) rendition of account of profits etc. against the Defendant as mentioned in the prayer clause of CS(OS) 971 of 2015.”

3. The SA has been signed by the authorised representatives of both parties. It has been agreed that the parties have no further claims or demands against each other in respect of the present suit as well as CS (OS) No. 611 of 2015 pending in the Bangalore District Court.

4. This suit is decreed and the pending application is disposed of in terms of the SA. The decree sheet be drawn up accordingly.

S. MURALIDHAR, J

AUGUST 17, 2016

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