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

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**CS (OS) 948/2015**

THE FOUNDRY VISIONMONGERS LTD. .... Plaintiff

Through: Mr. Shamim Nooreyezdan, Advocate.

versus

SAI BPO SERVICES LTD.

..... Defendant

Through: None.

**CORAM: JUSTICE S. MURALIDHAR**

**ORDER**

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**09.09.2016**

**CS (OS) 948/2015 & IA No. 11106/2016 (under Order XXIII Rule 3 CPC)**

1. IA No. 11106/2016 is an application jointly signed by the parties placing on record the memorandum of settlement dated 31<sup>st</sup> March 2016 signed by the representatives of the Plaintiff as well as of the Defendants.

2. The prayer in this application is that the compromise may be taken on record and a decree be passed in favour of the Plaintiff in terms of the settlement.

3. The application is allowed.

4. The suit is decreed in terms of the para 1 of the memorandum of settlement dated 31<sup>st</sup> March 2016. Accordingly, the decree is passed declaring the Plaintiff to be the owner and proprietor of all the intellectual properties including but not limited to the copyrights in the software programs developed by them as detailed in paras 5 and 6 of the plaint. The parties are bound by the terms of settlement.

5. The decree sheet be drawn up accordingly.

6. Since the matter was settled before the framing of issues, the Plaintiff, the Plaintiff is entitled to refund of the half of the court fee under Section 16A of the Court Fees Act, 1870 as applicable to Delhi.

7. The Registry will prepare, and issue to the Plaintiff, within two weeks from today, a certificate entitling the Plaintiff to receive back from the Collector of Stamps the full amount of the court fees paid by the Plaintiff on the plaint.

8. The date already fixed stands cancelled.

**S. MURALIDHAR, J**

**SEPTEMBER 09, 2016/dn**