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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 3239/2011**
MICROSOFT CORPORATION & ANR Plaintiffs
Through : Mr Pravin Anand, Advocate.
versus
BHARAT PATEL & ORS Defendants
Through : Mr Ashish Makhija with Ms Isha Jha,
Advocates.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **25.07.2016**

IA No.8506/2016

This is an application filed under Order XXIII Rule 3. It is stated that the parties have settled their disputes in the following terms:-

- "2. The Plaintiffs have agreed to forego their claims as prayed for in the aforesaid plaint as well as any other claims arising out of the present cause of action including any damages, cost, interest etc. The Defendants agree that that they shall not use/install/distribute any of the software programs of the Plaintiffs in a manner, which may amount to infringement of the Plaintiffs' copyright and further undertake that they will only use licensed versions of the Plaintiffs' software programs hereinafter, and will strictly abide by the terms of the End-User License Agreement and pertinent Product Use Rights (PURs) accompanying such software programs.
3. That for the purpose of amicably resolving the present dispute the Defendants agree to pay a sum of Rs. 2,00,000/- (Two Lakh Rupees Only) to the Plaintiff No.1 vide demand draft dated 13th May 2016 bearing D.D. No. 269047 in consideration of the settlement in the present

matter. The said demand draft will be handed over to Anand and Anand, Advocates, the Plaintiffs' legal counsel and authorized representative. The demand draft will be drawn in the name of "Anand And Anand", payable at New Delhi. The Plaintiffs' legal counsel will remit the abovementioned amount to Microsoft Corporation, USA in accordance with law and regulations after obtaining permission from the appropriate authorities. It is undisputed by the Plaintiffs that Microsoft Corporation is entitled to all such costs arising out of settlement, litigation and/or damages arising out of any violation of copyright in the software programs developed by its repertoire of members. The Defendants also have no objection to the entire amount as mentioned above being remitted to Microsoft Corporation in equivalent of US\$ by its legal counsel Anand And Anand, Advocates.

4. The parties undertake before this Hon'ble Court that the failure to fulfil their respective obligations will constitute a breach of the settlement as arrived by them herein and will entitle the parties to institute appropriate legal proceedings in accordance with law.
5. The Defendants are aware that they are bound by the intellectual property laws applicable to them.
6. The Parties agree that by way of the present application they have fully and finally settled all claims between them in respect of the cause of action arising out of the present suit. The parties hereby agree that the present terms of settlement shall be binding on all their principal officers, directors, successors and assigns for all times to come."

The learned counsel for the defendant has handed over a demand draft of ₹2,00,000/- (Rupees Two Lacs only) in terms of the settlement.

The above settlement agreement entered into by the parties is lawful. Accordingly, the suit is decreed in above terms of the settlement. The plaintiffs may remit the aforesaid amount subject to regulatory compliances.

The defendants' may withdraw the amount already deposited by them with the Registrar General of this Court. The Registrar General shall release the amount with interest, if any, accrued thereon.

The Hard Disc which was sealed and released to the defendants on *superdari*, is released from the attachment. The defendant shall erase any infringing software and not use the same.

It is stated that the name of the defendant has changed from Econix Hi-Tech Components Private Limited to Elmex Electric Private Limited. The learned counsel for the plaintiff states that the amended Memo of Parties shall be filed during the course of the day.

The application is allowed.

Dasti.

VIBHU BAKHRU, J

JULY 25, 2016

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