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

+ **CS(OS) 3563/2014 & I.A. 23132-23133/2014**

MICROSOFT CORPORATION & ANR Plaintiffs
Through: Mr. Amlan J. Ray and Mr. Dhavish
Chitkara, Advs.

versus

VISHAD RAHANGDALE & ANR Defendants
Through: Mr. Dipak R. Dave, Adv.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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29.04.2016

1. The parties were relegated to the Delhi High Court Mediation and Conciliation Centre by this Court vide its order dated 21st July, 2015.
2. The Delhi High Court Mediation and Conciliation Centre has filed the settlement agreement dated 20.11.2015 which is on record from where it is noted that parties have settled their *inter se* disputes on the following terms:

“6. (i) The Second Party acknowledge the First Party to be the owner of copyright in the computer programs developed and marketed by them and undertake that they will only use licensed software of the First Party as per their current and future requirement, and will ensure that the First Party copyright in its computer programs are not infringed in any manner at its offices.

(ii) The Second Party, as part of the settlement, agrees to purchase software of the FIRST PARTY to make the usage legal and licensed, for an amount of Rs.50,000/-(Rupees Fifty Thousand only).

(iii) The SECOND PARTY undertake to produce invoices towards proof of purchase before the recordal of this settlement agreement by the Hon'ble Court.

(iv) The First Party, in light of the above, agree to forego their prayer for cost and damages. The First Party will have no objections, if the computer systems taken into custody by the Learned Local Commissioner during the execution proceedings, are released back to the Defendants, upon the recording of the present settlement agreement between the parties. The Second Party undertake to delete the unlicensed software found on the said computer systems during the Local Commissioners proceedings.

(v) The Parties agree that the signatories to the present Settlement Agreement are fully competent and duly authorized to enter into the present Settlement Agreement.

(vi) The Parties agree that all the terms & conditions laid out in the present Settlement Application are fair & reasonable, and have been entered into after full appreciation of its various clauses and implications.

(vii) The Parties agree that all their disputes have been resolved by virtue of this settlement agreement and that the parties would not institute or press any further remedies available to them, for infringement of Copyright in the software programs of the First Party prior to the date of the execution of the present settlement agreement.

(viii) That in the light of the aforesaid Settlement, the suit filed by the First Party shall be disposed of as compromised in view of the present settlement agreement arrived at and the First Party would be entitled for refund of Court fees deposited by

them under section 16 of the Court Fees Act, 1870 read with Section 89 of CPC, 1908.

(ix) That the parties undertake before the Hon'ble Court to abide by the terms & conditions set out in the present Settlement. Agreement and not to dispute the same hereinafter in future."

3. The settlement agreement is signed on behalf of the parties, their counsels and learned Mediator.
4. Learned Counsel for the parties state that the stipulation (iii) in the settlement agreement has been complied with in as much the defendants have furnished the invoices towards proof of purchase as per clause (ii) above. They state that the Suit be disposed of as settled.
5. Noting the undertaking given by the parties, the suit is disposed of as settled without their being an executable decree.
6. The learned counsel for the plaintiff requests for refund of Court fees in view of the settlement.
7. As the settlement has been arrived at between the parties through mediation process at pre evidence stage, the plaintiff is entitled for refund of court fees as per Section 16 of the Court Fees Act.

V. KAMESWAR RAO, J

APRIL 29, 2016/jg