

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
CONTEMPT PETITION (L) NO. 2 OF 2017
IN
ARBITRATION PETITION NO. 73 OF 2017**

Xalted Information Systems Pvt Ltd	...Petitioner
<i>Versus</i>	
Smartworld Intel Solutions & Ors	...Respondents

Mr Aspi Chinoy, Senior Advocate, with Alya Khan, i/b Bharucha & Partners, for the Petitioner in CPCDL/2/2017.
Mr Hiroo Advani, with Sheikh Yusuf Ali Asif L & Gaurav Chorey, i/b Advani & Co, for Respondents Nos. 1 to 3.
Mr Mitesh Vageriya, Respondent No. 2, present in person.
Ms Soma Singh, i/b Shubro Dey, for Respondent No. 4.

CORAM: G.S. PATEL, J
DATED: 22nd February 2017

PC:-

1. On instructions, Mr Chinoy for the Petitioner states that the Petitioner will make all payments as per the Agreements dated 15th September 2014 and 28th October 2015. Mr Chinoy also confirms that after the order of 20th January 2017 in Commercial Arbitration Petition (L) No. 12 of 2017, the Petitioners have neither failed nor refused to make payments as per those Agreements. In fact the

payment for January 2017 has been made on its due date. Future payments will be made on their respective due dates as per these Agreements.

2. These statements made on behalf of the Petitioner is accepted as an undertaking to the Court.

3. In view of this, Mr Advani states on instructions from the 2nd Respondent, Mr. Mitesh Vageriya, who is personally present in Court, that his client will immediately write to all customers retracting any communications by which the Respondents have said that these Agreements have been terminated or that the rights in software has now reverted to the Respondents. Mr Advani confirms that his clients will immediately write to all persons to whom they have previously communicated confirming that the rights in the software presently continue with the Petitioner. Copies of these letters will be marked to the Petitioner.

4. It is clarified that the parties will be continue to be governed by the order of 20th January 2017 and in particular what is stated in paragraph 3 of that order. It is made clear that the provisions for payment and for default will be those set out in the Agreements referred to above.

5. Nothing survives in the Contempt Petition and it is disposed of accordingly. No costs.

(G. S. PATEL, J.)