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

+ **CS(OS) 2414/2011 & IA No.14682/2017 (u/O XXIII R-3 CPC)**

TRIMBLE SOLUTIONS CORPORATION & ANR Plaintiffs
Through: **Ms. Aarshia Behl, Adv.**

Versus

SUVRO GHOSH & ANR Defendants
Through: **Mr. Kaustubh Sinha and Ms. Surbhi Mehta, Adv.**

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

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12.12.2017

1. The two plaintiffs, namely (i) Tekla Corporation; and, (ii) Tekla India Pvt. Ltd. have instituted this suit against the two defendants namely (a) Survo Ghosh; and, (b) M/s Caliber Tech Solutions Pvt. Ltd., for permanent injunction restraining infringement of copyright in software programmes and for the ancillary reliefs of delivery, accounts and damages.
2. The trial in the suit stands completed and the suit is listed in the category of 'Finals'.
3. The parties are stated to have compromised all their disputes and differences subject matter of the present suit and IA No.14682/2017 under Order XXIII Rule 3 of the Code of Civil Procedure, 1908 (CPC) stated to be signed by/on behalf of all the parties and stated to be supported by their affidavits, has been filed and which is listed today.

4. It is stated that the name of the plaintiff No.1 Tekla Corporation has since been changed to 'Trimble Solutions Corporation' and the name of the defendant No.1 is 'Suvro Ghosh' and not 'Survo Ghosh' as stated in the Memorandum of parties dated 24th September, 2011. The counsel for the plaintiffs also states that the name of the plaintiff No.2 Tekla India Pvt. Ltd. has also been changed to 'Trimble Solutions India Pvt. Ltd.'
5. On oral request of the counsel for the plaintiffs, the said facts are also taken on record.
6. The counsel for the plaintiffs seeks amendment of the Memorandum of Parties.
7. The counsel for the defendants has no objection.
8. Allowed.
9. The amended Memorandum of Parties dated 6th December, 2017 filed along with IA No.14682/2017 is taken on record.
10. Even otherwise, the counsels support the compromise and seek a decree in terms of the compromise contained in IA No.14682/2017.
11. I have perused the compromise arrived at between the parties and find the same to be lawful and allow the same.
12. The counsel for the defendants has in Court handed over the two demand drafts for Rs.4,60,956/- and for Rs.15 lakhs in favour of the plaintiffs in terms of the compromise.
13. The counsels, on enquiry, state that a post dated cheque for Rs.9,50,778/- also in terms of the compromise has already been handed over by the defendants to the plaintiffs and the receipt whereof the counsel for the plaintiffs admits.

14. A decree is passed in favour of the plaintiffs and jointly and severally against the defendants in terms of IA No.14682/2017 and annexures thereto which shall form part of the decree sheet.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

DECEMBER 12, 2017

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