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

+ **CS(COMM) 682/2016**

MICROSOFT CORPORATION & ANR Plaintiffs

Represented by: Mr. Dhavish Chitkara,
Advocate.

versus

MR D S BINDRA & ANR Defendants

Represented by: Ms. Priya Singh and Ms.
Sweta Singh, Advocates.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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22.08.2017

I.A. No. 9484/2017 (under Order XXIII Rule 3 CPC)

1. By this joint application the plaintiffs and defendants seek decree in the suit in terms of the settlement arrived at between the parties.

2. Permitting the suit to be decreed in terms of the settlement, application is disposed of.

CS(COMM) 682/2016

1. Plaintiffs and defendants have entered into a settlement, terms whereof have been incorporated in para-2 of I.A. No. 9484/2017 as under:

“a. *The Defendants acknowledge the Plaintiffs to be the owner of the copyright in the computer programs developed and marketed by them and undertakes that they will only use genuine software of the Plaintiffs, as per their current and future requirement, and will ensure that the Plaintiffs*

copyright in its computer programs are not infringed in any manner across its offices.

- b. *That the Defendants have released purchase order to purchase licenses for use of the Plaintiffs software products, worth INR 18,00,000/- (Rupees Eighteen Lacs only), as per the bill of material below. The copy of the Purchase Order (PO) is attached as annexure A.*

<i>S. No.</i>	<i>Product Name</i>	<i>Qty.</i>
<i>1.</i>	<i>OFFICE STD 2016</i>	<i>51</i>
<i>2.</i>	<i>Exchange Std. CAL 2016</i>	<i>151</i>
<i>3.</i>	<i>SQL Server Std. Core 2014</i>	<i>3</i>
<i>4.</i>	<i>Visio Prof. 2016</i>	<i>3</i>

- c. *That the Defendants further agree to purchase additional licenses of the Plaintiffs software worth INR 14,00,000/- (Rupees Fourteen Lacs Only) as per the bill of material below. The copy of the Purchase Order (PO) is attached as annexure B.*

<i>S. No.</i>	<i>Product Name</i>	<i>Qty.</i>
<i>1.</i>	<i>OFFICE STD 2016</i>	<i>51</i>
<i>2.</i>	<i>OFFICE PRO PLUS</i>	<i>3</i>
<i>3.</i>	<i>Exchange Server Std. 2016</i>	<i>2</i>
<i>4.</i>	<i>Exchange Std. CAL 2016</i>	<i>70</i>

- d. *The Defendants agree that the Plaintiffs would be entitled to conduct software audit, as per the terms of the End User License agreement governing the use of the license, at its offices in future.*
- e. *The Plaintiffs will have no objections if the computer systems taken into custody by the Learned Local Commissioners (LC) during the Local Commissioner's proceedings, are released back to the Defendants, upon the recording of the present*

Compromise Application before this Hon'ble Court.

- f. The parties agree that the signatories to the present settlement are fully competent and authorised to enter into the present settlement Application.*
- g. The parties agree that all the terms and conditions laid out in the present compromise Application are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.*
- h. The Defendants hereby agree before this Hon'ble Court that the present terms and compromise shall be binding on all their principal officers, directors, agents, servants, successors, and assigns in business interest and title and all other acting for and on their behalf, for all times to come pertaining to the subject matter of the present suit prior to the date of execution of this Settlement.*
- i. The parties agree that all their disputes with regard to the present suit have been resolved by virtue of this Compromise Application and the Plaintiffs would not institute or press any further remedies available to them, for Infringement of Copyright in the software programs of the Plaintiffs prior to the date of execution of the present Settlement, unless there is a breach of the terms of the present Settlement.”*

2. The application is duly supported by the affidavit of Shri Vishal Ahuja, authorised representative of the plaintiffs, authorisation in whose favour has been filed along with the documents with the plaint at pages 8-15 of the documents file. The application is also supported

by the affidavit of Damanjeet Singh Bindra, defendant No. 1 and Shri Sunil Batra, who is the Managing Director of defendant No. 2 hence competent and authorised on behalf of defendant No.2.

3. The suit is thus decreed in terms of the settlement noted above.
4. The decree sheet will incorporate the terms of the settlement.
5. Date of 29th August, 2017 before the Court is cancelled.

I.A. No. 7016/2016 (under Order XXXIX Rule 1 and 2 CPC)

Application is dismissed as infructuous.

AUGUST 22, 2017
‘vn’

MUKTA GUPTA, J.



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