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

+ **CS(COMM) 734/2016**

SIEMENS PRODUCT LIFECYCLE

MANAGEMENT SOFTWARE INC & ANRPlaintiffs

Represented by: Ms. Shruti Baid, Advocate.

versus

MR MEHUL I. GANDHI & ANR Defendants

Represented by: Ms. Chand Chopra, Advocate.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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27.09.2017

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

1. Registry to number the application.
2. By this joint application, the plaintiffs and defendants seek disposal of the suit in terms of the settlement arrived at between the parties.
3. Application is disposed of decreeing the suit in terms of the settlement.

CS(COMM) 734/2016

1. Parties have settled the dispute on the following terms and conditions as noted in para-2 of the application under Order XXIII Rule 3 CPC as under:

“a. *The Defendants acknowledge the Plaintiff No. 1 to be the owner of copyright in the computer programs developed by Plaintiff No.1 and marketed by the Plaintiffs.*

- b. *The Defendants undertake that they shall continue to use only genuine software of the Plaintiffs, as per their current and future requirement and will strictly abide by the terms of the terms of the End User License Agreements (EULAs)/Master License Agreement (MLA) accompanying such software program for use of the same.*
- c. *As part of the settlement (hereinafter referred to as “the Settlement”), the Defendant No.2, has agreed to purchase 6 (six) licenses of NX11110 NX Mach 1 Design (Floating) by way of 3 (three) separate Purchase Order from the Plaintiffs’ Authorized re-seller/agent, M/s Polaris Softech Pvt. Ltd. for a total sum of ₹48,50,663.76 (including taxes) payable as per the terms of the Purchase Orders. The details of the purchase orders are mentioned here below:*
- i. *3 licenses of NX11110 NX Mach1 Design by way of PO No.CAP/55/17-18.*
 - ii. *2 licenses of NX Mach 1 by way of PO No. CAP/56/17-18.*
 - iii. *1 license of NX Mach 1 by way of PO No. CAP/57/17-18.*

Copies of the Purchase Orders issued by the Defendant No.2 on M/s Polaris Softech Private Ltd. containing the terms and conditions, including payment and delivery, for each of the 6 (six) licenses are annexed herewith as Annexure A (Colly).

- d. *Additionally, the Defendant No.2 has also agreed to purchase Annual Maintenance Charges (ME&S) for each of the aforementioned 6 (six) licenses for a period of 1 (one) year each amounting to a total of ₹8,63,268/-*

(excluding taxes). The details for the same are as under:

- i. AMC for 3 licenses vide Service Order No. SWO/343/17-18.*
- ii. AMC for 2 licenses vide Service Order No. SWO/345/17-18.*
- iii. AMC for 1 license vide Service Order No. SWO/346/17-18.*

Copies of the Job/Service Order issued by the Defendant No.2 on M/s Polaris Softech Private Ltd. containing the terms and conditions, including payment and delivery, for the said maintenance charges are annexed herewith as Annexure B (Colly). The Defendants agree to abide by the terms of the purchase orders issued by them.

- e. The Plaintiffs will have no objections if the computer systems taken into symbolic custody by the Learned Local Commissioner are released to the Defendants upon the recording of the present compromise application before the Hon'ble Court.*
- f. The parties agree that the signatories to the present Settlement are fully competent and authorized to enter into the present Settlement and file this Compromise Application.*
- g. The Plaintiffs agree that M/s Polaris Softech Private Ltd. is an authorized reseller of the Plaintiffs in India and the purchase orders raised by the Defendants on M/s Polaris Softech Private Ltd. will be honoured unless there is a breach in the payments terms by the Defendants.*

- h. *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.*
- i. *The parties agree that all their disputes 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 or any other grievance in common law, 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 Mr. Amit Sehgal, constituted attorney of plaintiff Nos. 1 and 2, who has also filed the plaint and authorization in whose favour is at pages 35 to 39 of the documents file. Application is also signed by Mr. Mehul I Gandhi, defendant No.1 in person and as Managing Director of defendant No. 2. The print out from the Registrar of Companies' website indicating that Mr. Mehul Indrakuar Gandhi is the Director of defendant No. 2 has also been placed on record with the application.

3. Since the parties have settled the matter of their own free will, volition and without any coercion, the suit is decreed in terms of the settlement.

4. Decree sheet will incorporate the terms of the settlement. t

5. Court fee be returned to the plaintiff under Section 16A of the Court Fee Act.

**I.A. No. 7418/2016 (under Order XXXIX Rule 1 and 2 CPC) and
9819/2017 (under Order VII Rule 10 CPC –by defendant)**

Applications are disposed of as infructuous.

MUKTA GUPTA, J.

SEPTEMBER 27, 2017

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