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

+ **CS(COMM) 816/2016**

MICROSOFT CORPORATION & ANR. Plaintiffs
Represented by: Ms.Shruti Baid and Ms.Safia
Said, Advocates.
versus

ABID SAYEED & ANR. Defendants
Represented by: Mr. Jay Salva, Advocate

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER
% **02.08.2017**

I.A.No.8750/2017 (under Order XXIII Rule 3 CPC)

By this application under Order XXIII Rule 3 CPC, the plaintiffs and defendants seek disposal of the suit in terms of the settlement arrived at between the parties.

The application is disposed of in terms of the settlement arrived at between the parties.

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1. Parties have arrived at a settlement. In support of the settlement affidavit of Sh. Vishal Ahuja, the constituted attorney of the plaintiffs who has been duly authorised by virtue of a power of attorney at pages 156 to 158 of the paper book has already been filed. The suit was also instituted by Sh. Vishal Ahuja as constituted attorney of the plaintiffs.

2. The application incorporating the terms of the settlement is also supported by the affidavit of defendant No. 1 and of Sh. Rahul Nachane, the constituted attorney of defendant No. 2. Certified copy of the Resolution passed at the board meeting held on 26th June, 2017 of the defendant No. 2 authorising Sh.Rahul Nachane, Director to negotiate the settlement in the present suit has been handed over in the Court and is placed on record at page 129 of Part-II file alongwith I.A. No. 8750/2017.

3. Plaintiffs and defendants have settled the dispute on the following terms and conditions incorporated in para 2 of the I.A.No. 8750/2017:

“(a) That the defendants undertake that they will only use genuine software of the Plaintiff’s as per their current and future requirement, and will ensure that the plaintiffs copyright in their computer programs are not infringed in any manner at its offices and that they would abide by the terms of the license agreement governing the use of the plaintiffs software.

(b) The plaintiffs would have no objection if the computer systems taken into symbolic custody during the Learned Local Commissioner proceeding are released back to the defendants.

(c) The parties agree that the signatories to the present settlement are fully competent and authorized to enter into the present settlement Application.

(d) The parties hereby agree before this Hon’ble Court that the present terms and conditions 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.

(e) 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 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."

4. The suit is decreed in terms of the settlement noted above. Parties to bear their own cost.
5. Decree sheet will incorporate the terms of settlement.
6. The date of 9th August, 2017 before the learned Joint Registrar is cancelled.

(MUKTA GUPTA)
JUDGE

AUGUST 02, 2017
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