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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 283/2018 & CCP (O) No.54/2014 and IA No.912/2014**
AUTODESK INC AND ANR

..... Plaintiffs

Through : Ms.Shruti Baid, Adv.

versus

T N VARMA & ORS

..... Defendants

Through : Mr.Sameer Dawar, Adv. for D-1,2,4

CORAM:
HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **04.05.2018**

It is submitted by both the counsels that the matter has been settled between the parties in the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 06.02.2018. The plaintiff had filed the suit for infringement of copyright and during the pendency of the suit, it was referred to the Mediation Centre. The parties have settled the matter in terms of para No.6 which is as follows :

“6. The Plaintiffs and Defendant No.2 have now entered into a settlement, which is the subject matter of the above suit on the following terms & conditions:

i. That the Defendant no.2 undertakes and agrees that it will not, any time in future, use unlicensed software of the Plaintiffs or indulge in any act that

would amount to infringement of the Plaintiffs copyright in its computer programs. In the event of infringement of the Plaintiffs' copyright in its computer programs by the Defendant No.2, the Plaintiffs, herein, would be entitled to institute appropriate legal proceedings, civil and/or criminal, for the enforcement and protection of their rights and nothing contained in the present Settlement agreement would be interpreted to restrict such rights. The Plaintiff will endeavour to contact the Defendant No.2 when they hear such information.

ii. The Defendant No.2 through its associate company M/s. Hemarus Therapeutics Limited has bought Plaintiffs software worth Rs.5,00,922/- (Rupees Five Lakhs Nine Hundred and Twenty Two only). A copy of the purchase order is annexed herewith as Annexure-C.

iii. The Defendant No.2 has paid the sum of Rs. 5,00,922/- (Rupees Five Lakhs Nine Hundred and Twenty Two only) to M/s. Ark Infosolutions Pvt. Ltd.(the authorized distributor/value added reseller of the Plaintiffs) by way of a cheque bearing No. 529110 dated 02.11.2017 drawn on Indian Overseas Bank, 2, Banjara Hills, Hyderabad-500034 in favour of ARK Infosolutions Pvt. Ltd. Copy of the said cheque is annexed herewith as Annexure-D.

iv. The parties agree that the signatories to the present settlement are fully competent and authorized to enter into the present Settlement Agreement.

v. The parties agree that all terms and conditions laid out in the present Settlement Agreement are fair and reasonable and have been entered into after full appreciation of its various clauses and implications.

vi. The parties agree that all their disputes have

been resolved by virtue of this Settlement Agreement 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.

vii. During the negotiation of the settlement, it has been informed to the Plaintiffs, that the Defendant No.1 is not in employment of Defendant No.2 Company now and the Defendant No. 4 is not functional on the present day. The Defendant No.3 was deleted from array of parties vide order dated 29.01.2016. In light of the same, the Plaintiffs do not wish to press their claims against the Defendant Nos.1 and 4 in the suit and will seek deletion of the same from the array of parties.

viii. In view of the above terms and conditions, the Plaintiffs undertake to withdraw the contempt petition being CCP (O) 54/2014 filed in the present suit and will make the necessary submission before the Hon'ble Court in this regard.”

It is submitted by both the counsels the parties have entered into the agreement voluntarily and without any under influence or coercion from any corner. In the circumstances, the suit is decreed in terms as enumerated in para 6 of the agreement dated 06.02.2018. Parties shall be bound by the terms of the settlement agreement.

Since the matter has been settled in the mediation centre, hence the plaintiff No.2 shall be entitled to the court fees as per provisions of Court Fee Act.

In view of the above, CCP (O) No.54/2014 and pending

applications are also dismissed as withdrawn.

YOGESH KHANNA, J

MAY 04, 2018

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