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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 1442/2016, IA No.15146/2014, 591/2015

AUTOSESK INC & ANR

..... Plaintiff

Through Ms.Aarshia Behl, Adv.

versus

BHUPENDER KUMAR SAHU & ORS

..... Defendant

Through Mr.D.Sarkar, Adv.

CORAM:

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

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27.02.2018

The Plaintiffs have filed the suit for permanent injunction restraining infringement of copyright, delivery up, rendition of accounts of profits, damages, etc. against all the Defendants.

The matter was referred to Delhi High Court Mediation and Conciliation Centre and it has been settled between the plaintiff and defendants No.3 & 4 in terms of para 8 of the settlement agreement dated 18.12.2017. Counsel for the plaintiff prays the suit be decreed in terms thereof. The plaintiff has given up its claim against defendant No.1 as well as LRs of defendant No.2. Para 8 of the settlement agreement dated 18.12.2017 is as under:

“8. That the settlement has been arrived at between the parties on the following terms and conditions: -

i. That the Second Party agrees and undertakes that they have not and will not use unlicensed software of the First Party or indulge in any act that would amount to

infringement of the Plaintiff's copyright in its computer programme, anytime in the future. In the event of any infringement of the First Party's copyright in its computer programme by the Second Party, the First Party, 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.

ii. The Second Party have agreed to purchase Plaintiffs software for their use for a sum of Rs.70,00,000/- (Rupees Seventy Lakhs only). All prices set out hereinabove are exclusive of taxes and the same shall be borne by the Second Party.

iii. The Second Party undertakes to buy One year license for an amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) and similarly 3 year License worth Rs.35,00,000/- (Rupees Thirty Five Lakhs Only). Further, the Second Party undertakes to pay the total agreed sum of Rs.70,00,000/- (Rupees Seventy Lakhs only) in six equal installments.

iv. As part of the settlement arrived in the present mediation proceedings hereinbefore, the Second Party had raised a Purchase Order dated October 10, 2017 bearing no.PRJ/CAP/571 and in pursuance thereto, the Second Party has also Issued three cheques bearing nos. 054329 dated October 15, 2017, 054330 dated November 14, 2017, 054331 dated December 14, 2017 and three post dated cheques bearing nos. 054332 dated January 15, 2018, 054333 dated February 15, 2018, 054334 dated March 15, 2018. The copy of all the cheques and Purchase order dated October 10, 2017 are annexed herewith as Annexure- C (Colly.).

V. The parties agree that the signatories to the present settlement are fully competent and authorized to enter

into the present Settlement Agreement.

vi. 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 Including contempt of Court for violation of the undertaking given In this Settlement Agreement.

vii. The parties agree that all their disputes have been resolved by virtue of this Settlement Agreement and the First Party would not Institute or press any further remedies available to them against Defendant Nos.3 and 4 (Second Party), for Infringement of Copyright In the software programme of the First Party prior to the date of execution of the present Settlement, unless there is a breach of the terms of the present Settlement.

The suit is thus decreed in favour of the plaintiff and against the defendants No.3 & 4 in terms of para 8 of the settlement agreement dated 18.12.2017 stated above. The pending application also stands disposed of.

No order as to costs.

YOGESH KHANNA, J

FEBRUARY 27, 2018

VLD