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

\+ CS(COMM) 1426/2016 & CC(COMM) 98/2017 & CCP(O) No.70/2019

DOLBY INTERNATIONAL AB & ANR. ..... Plaintiffs

Through: Ms. Saya Chaudhary, Adv. with Mr. Nishant Sharma, Authorised Representative of the Plaintiffs.

Versus

DAS TELECOM PRIVATE LIMITED & ORS. ..... Defendants

Through: Mr. Saikrishna Rajagopal, Ms. Anu Paarcha and Mr. Arjun Gadhoke, Advs. for D-2 to 4 with Mr. Manvendra Deo, Authorised Representative of D-2 and Mr. Guidong Fan, Authorised Representative of D-3&4.

CORAM:
HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

<u>O R D E R</u>

% **27.05.2020**

[VIA VIDEO CONFERENCING]

<u>IA No.3899/2020 (of plaintiffs and defendants No.2 to 4 u/O XXIII R-3 CPC)</u>

1. The counsel for the plaintiffs and the counsel for defendants No.2 to 4 state (i) that the plaintiffs and the defendants No.2 to 4 have jointly and amicably settled all the disputes and differences subject matter of the present suit and Counter-Claim; (ii) that as the settlement so arrived at is confidential

in nature, the parties have not filed the same along with the present application; (iii) that the defendant No.1 had been proceeded *ex-parte* vide order dated 14th December, 2016; (iv) that a Patent Licence Agreement has been executed between the plaintiffs and the defendant No.3 Vivo Mobile Communication Ltd., from whom admittedly devices are being sourced by the defendant No.2 Vivo Mobile India Pvt. Limited; (v) that the defendant No.4 manufactures and sells products licensed under the Patent Licence Agreement that bear the brand owned or controlled by defendant No.3 and thus Patent Licence Agreement shall be binding on defendant No.4 also; thus nothing survives for adjudication qua defendant No.4 as well; (vi) that the defendant No.2 Vivo Mobile India Pvt. Limited, in light of settlement so arrived at, also seeks disposal of its Counter-Claim made in the present suit; and, (vii) that the plaintiffs and the defendant No.3 undertake to abide by the Patent Licence Agreement. Thus the suit, Counter-Claim being CC(COMM) No.98/2017 as well as Contempt Petition being CCP(O) No.70/2019 along with all pending applications be disposed of.

2. It is further recorded in the application that the defendant No.2, in terms of the interim arrangement arrived at between the plaintiffs and defendants No.2 to 4, has furnished the following Bank Guarantees (BGs):

S. No.	Bank Guarantee	Amount (INR)	Date of expiry
1.	0021BGFD007017 dated December 08, 2016 issued by ICICI Bank.	30,31,980	05.02.2020
2.	136GM03170060001 dated January 06, 2017 issued by Yes Bank.	1,84,74,450	05.01.2020
3.	016GM03171230001 dated May 03, 2017 issued by Yes Bank.	9,48,84,120	02.05.2020
4.	002GM03173070001 dated November 03, 2017 issued by Yes Bank.	13,46,24,190	02.11.2019
5.	002GM03173140001 dated November 10, 2017 issued by Yes Bank.	12,24,26,070	09.11.2019
6.	002GM03180480001 dated February 17, 2018 issued by Yes Bank.	9,26,96,970	17.02.2020
	TOTAL	46,61,37,780/-	

in favour of the Court and though the term of the said BGs has since lapsed but the original BGs continue to lie in the records of this Court. It is yet further stated in the application that the defendant No.2 has deposited margin monies with the ICICI Bank Ltd. (005 A, Unitech Trade Centre, Sector Road, Shushant Lok Phase I, Gurgaon-122002 Branch) and Yes Bank Ltd. (D-12, South Extension, New Delhi-110048 Branch) against the said BGs and which monies will be refunded by the said Banks to the defendant No.2 only on return of the original BGs to the Banks; owing to the prevalent Covid-19 situation, the original BGs lying deposited with this Court cannot be released and the defendant No.2 thus will be unable to obtain a refund of the margin monies from the Banks aforesaid, affecting the financial liquidity of the defendant No.2 in this time of economic slowdown. Direction is thus sought to the said Banks to release the margin monies deposited by the defendant No.2 with the said Banks for the purposes of obtaining the aforesaid BGs.

3. The counsels also assure that the signatories of the application are duly authorised by the plaintiffs and the defendants No.2 to 4, to have the compromise recorded. The counsel for the plaintiffs and the counsel for the defendants No.2 to 4 have also emailed documents of identity and authority of the authorised representative of the parties, to the Court. The counsels also state that the authorised representatives of the plaintiffs and the defendants No.2 to 4, are present during this hearing via video conferencing.

4. In view of the aforesaid, CS(COMM) No.1426/2016 & CC(COMM) 98/2017 are disposed of as compromised between the plaintiffs and the defendants No.2 to 4 and the need to continue further with CCP(O) No.70/2019 is not felt and the same along with all pending applications is also disposed of.

5. Considering the prevalent Covid-19 circumstances and owing whereto this Court is unable to return to the defendant No.2 Vivo Mobile India Pvt. Limited the original BGs aforesaid lying deposited in this Court, to enable the defendant No.2 to return the same to the issuing Banks and further owing whereto the defendant No.2 will not be able to obtain refund of the margin monies deposited with the Banks, it is deemed apposite to issue the directions sought and the need to hear the Banks for the said purposes is not felt.

6. Accordingly, while disposing of the suit, Counter-Claim, the Contempt Petition and all the pending applications, it is directed as under:

(I) that the BGs set out in paragraph 2 hereinabove and lying deposited in this Court are declared to have stood discharged/annulled/cancelled and it is further ordered that no claim thereagainst shall lie on the issuing Bank;

(II) ICICI Bank Ltd. (005 A, Unitech Trade Centre, Sector Road, Shushant Lok Phase I, Gurgaon-122002 Branch) is directed to, without insisting on return of the original BG as mentioned at serial No.1 in paragraph 2 hereinabove, refund/release to the defendant No.2 Vivo Mobile India Pvt. Limited the sum of Rs.30,31,980/- stated to have been deposited by the defendant No.2 with the said Bank towards margin monies for the said BG; and,

(III) Yes Bank Ltd. (D-12, South Extension, New Delhi-110048 Branch) is directed to, without insisting on return of the original BGs as mentioned at serial Nos.2 to 6 in paragraph 2 hereinabove, refund/release to the defendant No.2 Vivo Mobile India Pvt. Limited, the sum of Rs.46,31,05,800/- stated to have been deposited by the defendant No.2 with the said Bank towards margin monies for the said BGs.

7. The parties are left to bear their own costs.

RAJIV SAHAI ENDLAW, J.

MAY 27, 2020/'bs'