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

+ CS(COMM) 255/2024 & I.A. Nos. 6800/2024, 6801/2024 &
34455/2024

THE FOUNDRY VISIONMONGERS LIMITEDPlaintiff

Through: Mr. Rahul with Mr. Deepesh
Bhardwaj, Ms. Jyotsana Sinha, Ms.
Nidhi Jain and Ms. Akanksha
Sathpathy, Advocates.
(M): 9910044787

versus

PELSSEYON PVT LTD & ANR.Defendants

Through: Mr. Raman Sharma, Advocate.
(M): 9671996197
Email: raman444sharmars@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER
26.07.2024

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**I.A. No. 34455/2024 (Application under Order XXIII Rule 3 read with
Section 151 CPC on behalf of plaintiff and defendant no. 1)**

1. The present is a joint application on behalf of the plaintiff and defendant no. 1 under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908 ("CPC"). It is submitted that the plaintiff and defendant no. 1, have amicably settled their disputes.

2. The terms of the settlement are contained in para 2 of the application. The counsel for the parties present in the Court, confirm the terms of the settlement and pray that the present suit be decreed in terms of the



Settlement Agreement and in terms of prayer contained in para 56 (a) of the plaint.

3. The Court has perused the terms of the settlement between the parties, and finds the same to be lawful. By way of the Settlement Agreement, the defendants have agreed and acknowledged that the plaintiff is the owner of all the intellectual property rights subsisting in the various software, including “NUKE”, ”NUKE X”, “NUKE STUDIO”, and their respective versions.

4. Further, the defendants have agreed and undertaken that the defendants and their agents, franchisees, servants and all others acting on their behalf, shall not directly or indirectly, copy, reproduce, store, install and/or use pirated/unlicensed copy of plaintiff’s Software Programs, developed by the plaintiff, in any manner, whatsoever.

5. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant no. 1 in terms of the settlement terms, as contained in para 2 of the present application, and in terms of prayer, as contained in para 56 (a) of the plaint, which shall form part of the decree. Parties shall remain bound by the terms and conditions of the settlement.

6. In view of the fact that the parties have arrived at a settlement, the Registry is directed to issue a certificate of refund of full Court Fees in favour of the plaintiff.

7. Decree sheet be drawn accordingly.

8. The suit, along with the pending applications, stands disposed of.

MINI PUSHKARNA, J

JULY 26, 2024/c