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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 183/2025

THE FOUNDRY VISIONMONGERS LIMTIEDPlaintiff

Through: Mr. Rahul Beruar, Ms. Nidhi Jain,
Ms. Jyotsana Sinha, Mr. Deepesh
Bhardwaj, Ms. Manani Sidhu, Ms.
Aayushi Tiwari and Ms. Nandini
Biswas, Advocates.

versus

DIGIKORE STUDIOS LIMITED & ORS.Defendants

Through: Mr. Naresh Kamdar, Advocate

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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24.04.2025

I.A. 10239/2025-Order XXIII Rule 3 CPC

1. This is a joint application under *Order XXIII Rule 3* of the Code of the Civil Procedure, 1908 (**CPC**) filed on behalf of the plaintiff and the defendant nos.1 and 2 seeking a consent decree based on the terms of settlement as mentioned in paragraph 2 of the present application, which are reproduced as under:-

"a. The Defendants agree and acknowledge that the Plaintiff is the owner of all intellectual property rights subsisting in their various software, including "NUKE", "NUKE X", "NUKE STUDIO", and their respective versions, (hereinafter 'Plaintiff's Software')

b. The Defendants agree and undertake 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 Plaintiffs Software in any manner that may amount to infringement of the Plaintiff's Software programs and/or its related documentation.

c. The Defendants further agree and undertakes to use only the licensed version of the Plaintiff's software and for the purpose have agreed to procure the licenses of Plaintiff's Software as detailed in the list of software enclosed herewith as Document -A.



d. The Defendants have requested and the Plaintiff has agreed to allow the Defendants to transfer the payment for its licenses (as set out in Document A) in accordance with the payment and delivery schedule enclosed herewith as Document -B .

e. The Defendants further undertake and acknowledge that in the event Defendants fails to make the payment for the license as per the payment terms and schedule as set out in Document -B, the Plaintiff shall be entitled to and Defendants shall be liable to pay the balance payment along with an interest payable at the rate of 18% per annum, calculated from the due date of the payment.

f. The Defendants further agree and undertake to strictly abide by the above terms of settlement and understand that in the event of a breach of above undertakings by Defendants, the Plaintiff reserves its right to seek remedies as available in law including initiating execution proceedings against the Defendants.

g. The Plaintiff acknowledges that by virtue of the present settlement, all claims as set out in the present proceedings, stand settled and no further issues survive between the parties so far as the present suit is concerned."

2. Learned counsels of the plaintiff and defendant nos.1 and 2 confirm the terms of the settlement and identify the signatures of their respective clients and pray that the suit be decreed in the aforesaid terms as mentioned in paragraph 2 of the present application.

3. Learned counsel for the plaintiff further submits that in view of the aforesaid settlement, a decree may also be passed in terms of paragraph 64(a) of the plaint, as he does not want to press for any other reliefs. The same is reproduced as under:-

“(a). A degree of permanent injunction restraining Defendants, their agents, franchisee, servants and all others acting for and on their behalf from directly or indirectly, copying, reproducing, storing, installing, and/or using pirated/ unlicensed software programs of the Plaintiff, including NUKE, NUKE X, NUKE STUDIO



and its various versions or any software programs developed by the Plaintiff in any manner that may amount to infringement of Plaintiffs original copyrighted software programs and software related documentation.”

4. This Court has perused the terms of settlement as recorded *inter-se* the plaintiff and the defendant nos.1 and 2 and finds them to be lawful.

5. Learned counsel for the plaintiff further submits that he does not wish to press any relief against the defendant no.3.

6. In view thereof, the present application is allowed and disposed of.

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7. Learned counsel for the plaintiff, in view of the settlement entered *inter-se* the plaintiff and the defendant no.1 and 2, submits that he would not be pressing for any other reliefs in the present proceedings. He further submits that no reliefs have been sought against defendant no.3, in the present suit.

8. Accordingly, the present suit is decreed in the terms of aforesaid settlement as mentioned in paragraph 2 of I.A. 10239/2025 and reproduced hereinabove, as also in terms of paragraph 64(a) of the plaint.

9. Learned counsel for the plaintiff further prays that since the disputes between the plaintiff and defendant nos.1 and 2 have been settled amicably in terms of the Settlement Agreement, hence the court fees paid by the plaintiff be refunded in terms of *Section 16* of The Court Fees Act, 1870.

10. This Court is of the view that since the disputes between the plaintiff and defendant nos.1 and 2 have been amicably settled and in view of the prayer made by the learned counsel for the plaintiff, refund of



75% of the Court fees paid by the plaintiff is deemed justifiable.

11. Let a Certificate of refund of 75% of the Court fees paid by the plaintiff be prepared by the Registry and handed over to the learned counsel for the plaintiff.

12. The plaintiff and the defendant nos.1 and 2 shall remain bound by the terms of settlement as recorded hereinabove and in terms of paragraph 2 of I.A. 10239/2025.

13. Decree Sheet be drawn up *qua* the plaintiff and defendant nos.1 and 2 accordingly.

14. Needless to mention, the aforesaid terms as mentioned hereinabove shall form part of the decree sheet.

15. In view of the above, the present suit stands disposed of.

16. The date already fixed stands cancelled.

SAURABH BANERJEE, J

APRIL 24, 2025/akr