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

+ **CS(COMM) 1010/2025**

**DASSAULT SYSTEMES SOLIDWORKS CORPORATION &
ANR.Plaintiffs**

Through: Mr. Pravin Anand, Mr. Shantanu
Sahay and Mr. Swastik Bisarya,
Advocates.

versus

MR. VINAY KUMAR JAIN & ANR.Defendants

Through: Mr. Aditya Soni and Mr. Prateek
Charan, Advocates.

CORAM:

HON'BLE MR. JUSTICE TEJAS KARIA

ORDER

22.12.2025

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I.A. 32396/2025

1. This is a joint Application on behalf of the Plaintiffs and the Defendants under Order XXIII Rule 3 read with Section 151 of the Code of Civil Procedure, 1908.
2. The Parties have submitted that during the pendency of the present Suit, the Plaintiffs and the Defendants have agreed to amicably resolve and settle the dispute on the Settlement Terms as under:

“a. The Defendants acknowledge that the Plaintiff is the owner of all intellectual property rights subsisting in their various software programs, especially but not limited to SolidWorks software and the Defendants undertake to use genuine/authorized versions of the Plaintiffs’ software programs.

b. The Defendants have agreed to procure the below-mentioned software programs as part of the Settlement.

c. The Defendants have already raised the purchase order bearing order number PO85822/30/10/2025 dated 30th October 2025 to the

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authorized reseller of the Plaintiff, namely SKS Scantech Engg. Exim Private Limited, in respect of the below-mentioned software programs:

i. 3 (three) SolidWorks Professional 2025 Perpetual Standalone License with one year of AMC

ii. 1 (one) SolidWorks Premium 2025 Perpetual Standalone License bundled with Simulation Professional 2025 with one year of AMC

d. The Defendants have paid the sum of INR 25,37,000 (Twenty-Five Lakhs Thirty Seven Thousand), inclusive of taxes, via electronic transfer bearing UTR number UCBAH25318274058 dated 14.11.2025 to the authorized reseller of the Plaintiff, SKS Scantech Engg. Exim Private Limited, towards procurement of the aforesaid software programs of the Plaintiffs.

e. The Defendants agree that the Defendants and their agents, franchisees, servants, and all others acting on their behalf, refrain from directly or indirectly copying, reproducing, storing, installing, and/or using pirated/unlicensed software programs of Plaintiff Software Programs, along with their various versions developed by the Plaintiff in any manner that may amount to infringement of the Plaintiff's copyright subsisting in its software programs and software related documentation, except according to the procedure established by law.

f. Parties agree that in case either party fails and/or refuses to comply with any of the terms mentioned in the present application and any of its documents, the aggrieved party shall have the right to approach this Hon'ble Court to enforce its rights as well as the defaulting party's duties, including initiating execution proceedings.

g. The Plaintiff acknowledges that, by virtue of the present settlement between the parties, all claims and allegations made by the Plaintiff as part of the present suit stand settled. It is made clear other incidental expenses whatsoever that might have been incurred by the Plaintiff during the course of the present suit also stand settled. The Plaintiff agrees not to initiate any civil or criminal prosecution or institute any complaint against any of the Defendants



in respect of any or all facts which constitute the whole or part of the cause of action of the present suit. The terms of the present clause will not apply in case the Defendants are found to be in breach of any of the terms of the present settlement application.”

3. In view of the above, the Parties have requested that the Suit may be decreed in terms of the aforesaid Settlement Terms agreed between them.
4. Accordingly, the Parties are directed to comply with the Settlement Terms as agreed between them. The Suit is decreed in terms of the Settlement Terms agreed between the Parties. Let the Decree Sheet be drawn accordingly.
5. The Suit as well as the pending Application(s), if any, are disposed of in the aforesaid terms.
6. The next date before the Court stands cancelled.
7. The learned Counsel for the Plaintiffs prays for refund of the Court Fees on the ground that the matter is settled at an initial stage.
8. In view of the fact that the matter has been settled at an early stage, the Registry is directed to issue a certificate of refund of 100% of the Court Fees in favour of the Plaintiffs, in terms of Section 16 of the Court Fees Act, 1870.
9. It is however, made clear that in case any dispute arises between the Parties and in the event, either Party approaches this Court for enforcement of the Settlement Agreement / Decree, the said Party or Parties will become liable to pay the entire Court Fees thereon.

TEJAS KARIA, J

DECEMBER 22, 2025/sms

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