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

+ **CS(COMM) 984/2024**

BENTLEY SYSTEMS INC & ANR.Plaintiffs

Through: Mr. Pravin Anand and Ms. Manvi
Panwar, Advocates.

versus

MR THANGAVELU ARIVURAJA & ANR.Defendants

Through: Mr. Rishub Kapoor, Advocate.

**CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH**

**ORDER
22.05.2026**

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I.A. 14511/2026

1. This application is jointly filed on behalf of Plaintiffs and Defendants under Order XXIII Rule 3 read with Section 151 CPC for recording of settlement between parties.
2. This suit is instituted on behalf of the Plaintiffs *inter alia* seeking a decree of permanent injunction restraining Defendants and all others acting on their behalf from directly or indirectly copying, reproducing, storing, installing and/or using pirated/unlicensed software program of Plaintiff No. 1 including but not limited to Microstation and its various versions or any other software programs developed by Plaintiffs in any manner that may amount to infringement of Plaintiffs' copyright subsisting in its software programs and software related documentation.
3. During the pendency of the suit, parties have settled their *inter se*



disputes and terms of settlement are incorporated in paragraph 1 of the application and are extracted hereinunder for ready reference:-

“1. The Plaintiffs and the Defendants abovenamed have amicably settled the present dispute without delving into the merits and the subject matter of the suit CS (Comm) No. 984 of 2024. The settlement is in the following terms and conditions:

a. The Defendants acknowledge that the Plaintiffs are 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 program as part of the Settlement:

Type and Versions of the software Programs	Quantity
<i>Microstation Virtuoso Subscription</i>	<i>19</i>

c. The Defendants have already raised the purchase order bearing order number MAPE/PO/012/25-26 dated 17 February 2026 to Plaintiff No.2 in respect of the software program mentioned in the table above. Copy of the said Purchase Order issued to the Plaintiffs is annexed herewith as Annexure- A.

d. The Defendants have paid the sum of INR 24,42,466/- (Rupees Twenty Four Lakhs Forty-Two Thousand Four Hundred Sixty-Six Rupees) inclusive of taxes, via Bank transfer bearing UTR No. CIUBH26066412183 - 2442467 on 07.03.2026 to Plaintiff No. 2 towards procurement of the aforesaid software programs of the Plaintiffs.

e. Pursuant thereto, on 09.03.2026, Plaintiff No. 2 issued a tax invoice acknowledging and confirming receipt of the aforesaid payment made by the Defendants and the 19 software licences were duly issued to the Defendants. The Plaintiffs further undertake that the licences so issued shall remain valid and fully functional for the entire period for which they have been granted, save where their use is not in accordance with the End User License Agreement (EULA) executed between the Plaintiffs and the Defendants (Pls see Clause 18 of the EULA - Termination). A copy of the invoice dated 09.03.2026 is annexed hereto as Annexure-B.

f. The Plaintiffs shall not revoke or cancel the subscriptions granted to the Defendants so long as the Defendants remain in compliance with the terms of the EULA. In the event of any revocation or cancellation



prior to the expiry of the licence period, and not in accordance with the EULA, the Plaintiffs shall be liable to refund the entire amount paid towards the licences, together with interest at the rate of 12% per annum.

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

h. 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.

i. The Plaintiffs acknowledge that, by virtue of the present settlement between the parties, all claims and allegations made by the Plaintiffs as part of the present suit stands settled. The Plaintiffs agree 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."

4. Court has perused the terms of settlement and finds the same to be lawful. Accordingly, this application is allowed and disposed of, recording the settlement between the parties.

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5. Suit is decreed in terms of settlement between the parties, which shall form a part of the decree and needless to state bind the parties thereto.

6. Registry is directed to draw up the decree sheet.

7. Suit stands disposed of along with pending applications.

8. Plaintiffs are held entitled to refund of entire court fees in accordance with the Court Fees Act, 1870.



9. Date of 13.07.2026 is cancelled.

JYOTI SINGH, J

MAY 22, 2026/RW