
(2009) 03 DEL CK 0365
In the Delhi High Court
Case No : CS (OS) No. 366 of 2009

Autodesk, Inc. and Another	Vs	APPELLANT
Mr. Rajiv P. Gandhi and Others		RESPONDENT

Date of Decision : 13-03-2009

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 23 Rule 3, 151

Citation : (2009) 03 DEL CK 0365

Hon'ble Judges : Anil Kumar, J

Bench : Single Bench

Advocate : Aarshia Behl, for the Appellant; Chander Shekhar Patney, for Defendant Nos. 1 and 3, for the Respondent

Judgement

Anil Kumar, J.

IA No. 3332/2009

1. This is an application by plaintiffs and defendants No. 1 and 3 under Order XXIII Rule 3 read with Section 151 of CPC to decree the suit in terms of the settlement arrived at between the parties, the terms of the settlement are incorporated in the application.

2. Under the settlement, the defendants No. 1 and 3 have undertaken to the plaintiffs that they will not use unlicensed software of the plaintiffs and will not violate the copyright of the plaintiffs in their software.

The defendants No. 1 and 3 have also agreed to pay Rs. 17,25,000/- to plaintiffs toward full and final settlement which include Rs. 14,75,000/- towards purchase of the plaintiffs' software mentioned in para 2(b) of the application and Rs. 2,50,000/- towards damages and legal expenses. The defendants No. 1 and 3 have also issued post dated cheques in the name of "Saikrishna & Associates ? Autodesk A/c." dated 10th March, 2009; 25th March, 2009 and 15th April, 2009 for amounts of Rs. 5, 00, 000/-, Rs. 5, 25, 000/- and Rs. 4, 50, 000/- respectively. The damages and legal cost of Rs. 2.50 lakh has been paid by

defendants No. 1 and 3 to the plaintiffs in the name of M/s. Saikrishna & Associates, attorneys of the plaintiff. The plaintiffs have agreed to release the computers/central processing units which were seized and sealed by the Local Commissioner on account of the defendants having unlicensed/pirated software of the plaintiffs on them.

The defendants No. 1 and 3 have also agreed to give unannounced audits of the plaintiff's software on the central processing units/computers of the defendants for a period of 5 calendar years from the date of settlement. The defendants No. 1 and 3 have also contended that the terms of settlement are fair and acceptable to them.

3. The application is signed by the constituted attorney of the plaintiffs and defendant No. 1 and defendant No. 3 and their respective counsel. The application is also supported by the affidavits of Mr. Vishal Ahuja, Constituted Attorney of the plaintiffs Company, and by Shri Rajiv Gandhi, Defendant No. 1 and the Managing Director of Defendant No. 3 Company.

Considering the terms of the settlement arrived at between the parties, there does not seem to be any impediment in allowing the settlement and passing a decree in terms of the settlement arrived at between the parties.

Consequently, the application is allowed.

CS(OS) No. 366/2009

Learned Counsel for plaintiffs, on instructions, states that the defendants No. 2, 4 to 6 be deleted as party to the suit. Consequently, the defendants No. 2, 4 to 6 are deleted as parties to the suit.

The plaintiffs and defendants No. 1 and 3 have settled their disputes in terms of the settlement arrived at between the parties, the terms of which are incorporated in the application being IA No. 3332/2009, which application has since been allowed.

Consequently, the suit of the plaintiffs is decreed in terms of the settlement arrived at between the parties, the terms of which are incorporated in IA No. 3332/2009. Decree sheet be drawn where IA No. 3332/2009 shall form part of the decree. Pending applications are disposed of. Parties are left to bear their own costs.

IA No. 3370/2009

4. This is an application by the plaintiffs for refund of Rs. 50,000/- deposited towards special cost pursuant to order dated 24th February, 2009. The parties have settled their disputes and in terms of the settlement the suit has already been decreed. Consequently, plaintiffs have become entitled for refund of Rs. 50,000/- deposited on behalf of plaintiffs by the counsel for the plaintiff, M/s. Saikrishna & Associates". Consequently, the application is allowed. The amount of Rs. 50,000/- deposited as cost by letter dated 26th February, 2009 by demand

draft bearing No. 017338 dated 26th February, 2009 for Rs. 50,000/- be refunded forthwith to the plaintiffs by issuing an appropriate instrument in favour of "Saikrishna & Associates", attorney of the plaintiffs.

The application is disposed of.