

SHEPHALI

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 1539 OF 2012
WITH
NOTICE OF MOTION NO. 1606 OF 2012**

Phonographic Performance Ltd. ...Plaintiffs
Versus
India Radio Ventures Pvt. Ltd. & Anr. ...Defendants

**Ms. Gulnar Mistry, a/w Ms. Kripa Jethva, i/b Mr. Manish Upadhye
and Ms. Madhavi Deshpande Rahuri, for Plaintiffs.
Mr. Rashmin Khandekar, i/b Sanket Sethia, for the Defendants.**

**CORAM: G.S. PATEL, J
DATED: 14th October 2016**

PC:-

1. The Suit is settled. The parties have drawn Consent Terms. These are signed by the Manager (Legal) of the Plaintiffs and the Plaintiffs' Advocate; as also by the Finance Controller of the 1st Defendant and the 1st Defendant's Advocate. The 2nd Defendant is a formal party to the Suit. Both signatories are personally present in Court.

2. I have seen the Consent Terms. They are in order. They are not contrary to law and they appear to reflect the parties' true intention and have been drawn by the parties of their own volition.

The Consent Terms are taken on record and marked “X” for identification. The undertakings in the Consent Terms, if any, are accepted as undertakings to the Court.

3. The Suit and the Notice of Motion No. 1606 of 2012 are disposed of in accordance with the Consent Terms. All other rights and contentions between the parties outside the scope of the present Suit and the Notice of Motion are specifically kept open.

4. The drawn up decree is dispensed with. However, if for the purpose of implementation of these Consent Terms, should the parties require a drawn up decree, they will be entitled to apply to the Department for one without having to make a separate application in that behalf and on production of an authenticated copy of this order. Drawn up decree is to be strictly in accordance with these Consent Terms only.

5. Refund of court fee, if any, in accordance with the Rules.

6. All concerned to act on an authenticated copy of this order.

(G. S. PATEL, J.)