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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(OS) 188/2014, IAs 1600/2014 & 1664/2016**
MSM SATELLITE (SINGAPORE) PTE. LTD.

..... Plaintiff

Through: Mr. Nittin Bhatia, Adv. with Mr.
Abhishek Malhotra, Adv.

versus

ESPN DIGITAL MEDIA (INDIA) PVT. LTD. & ORS.

..... Defendant

Through: Ms. Udit Singh, Adv. for D-1 & 3

CORAM:
HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

% **16.02.2016**

IA 1664/2016

1. This is an application filed by the plaintiff, defendant Nos.1 and 3 under Order XXIII Rule 3 read with Section 151 CPC, 1908 for recording compromise arrived at, between the parties.
2. It is averred in the application that the plaintiff company i.e., MSM Satellite (Singapore) Pte Ltd., was demerged into Multi Screen Media Private Limited effective from April 01, 2014, and subsequently, with effect from December 11, 2015, the company name has been changed to Sony Pictures Networks India Private Limited. It is also averred that the present application, is therefore, being signed on behalf of plaintiff in the name of

Sony Pictures Networks India Private Limited. The application has been signed by authorized representative of the plaintiff and authorized representative of defendant Nos.1 and 3. The application is accompanied by the affidavit of the authorized representative of the plaintiff and the authorized signatory of the defendant Nos.1 and 3. Learned counsel for the parties, states that the defendant No.2 is not a legal entity and is only a brand name owned by defendant No.3 and therefore is not a signatory to the application. The said statement is noted. The averments in the application reads as under:-

“(1) That the Plaintiff has filed the present suit seeking, inter alia, an order of permanent injunction restraining the Defendants, its agents or servants or anyone claiming through, by or under it, from in any manner making available, through any medium whatsoever, live/contemporaneous text match commentary of the cricket series between India-New Zealand, among other reliefs.

(2) That during the pendency of the present suit, the Plaintiff Company, i.e., MSM Satellite (Singapore) Pte Ltd., was demerged into Multi Screen Media Private Limited effective from 01.04.2014, and subsequently, with effect from 11.12.2015, the company name has been changed to Sony Pictures Networks India Private Limited. The present application is therefore being signed on behalf of the Plaintiff in the name of Sony Pictures Networks India Private Limited.

(3) That the parties have agreed to settle the matter

amicably and the Plaintiff has agreed to withdraw the present suit. However, the Plaintiffs withdrawal of the present suit is without prejudice to the Plaintiffs rights and contentions in relation to the legal issues involved in the present suit.

(4) That pursuant to the Order dated 27.01.2014 passed by this Hon'ble Court, Defendant No. 1 i.e. ESPN Digital Media (India) Private Limited had deposited an amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) on 04.02.2014. The said amount was deposited in the form of Fixed Deposit vide a Fixed Deposit Receipt No.8598012 dated 04.02.2014 drawn on ICICI Bank in favor of Registrar General –Delhi High Court. The parties hereby agree that the Defendant No.1 shall be entitled to refund of the said amount of Rs.20,00,000/- (Rupees Twenty Lakhs Only) along with interest as accrued. The Plaintiff has no object to the said refund and agrees that it will have no claim over the said amount.

(5) That the Parties confirm that the aforesaid terms constitute full and final settlement of all the claims and disputes between them in the present suit. The Parties further confirm that apart from the present suit, they have not filed any other suit or legal action(s) against each other.

(6) That the present settlement application is being signed by Mr. Ashok Nambissan, authorized representative of the Plaintiff and Mr. Clifford Lobo, authorized representative of the Defendant No.1 and 3. It is noteworthy that Defendant No.2 is not a legal entity and is only a brand name owned by Defendant No.3 and therefore is not a signatory on the present application.

(7) That the Parties agree and confirm that all of the aforesaid terms and conditions for settlement, as set-out

in paragraph 3, 4 and 5 above, shall henceforth be binding inter-se and upon their representatives, agents, successors or assigns in business or any other person acting under or through them.

(8) That the Parties agree to bear their own costs.

(9) That the present Application is made bona-fide and in the interest of justice.

3. The parties have agreed to settle the matter amicably and the plaintiff has agreed to withdraw the present suit. The terms of settlement in paras 3, 4 and 5 are taken on record.

4. In view of the terms of the settlement, the amount of Rs.20 lacs deposited by the defendant No.1 on February 4, 2014, pursuant to the order of this court dated January 27, 2014 in the form of fixed deposit vide fixed deposit no.8598012 dated February 4, 2014 drawn on ICICI Bank in favour of the Registrar General, Delhi shall be refunded to the defendant No.1 along with interest accrued.

5. Suffice to state, the parties shall be bound by the terms of the settlement. The suit is disposed of as withdrawn. No order as to costs.

V. KAMESWAR RAO, J

FEBRUARY 16, 2016/ak