

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

APPEAL NO. 448 OF 2016

IN

ARBITRATION PETITION NO. 1011 OF 2011

Kaleidoscope Entertainment Network Private Limited ...Appellant

Versus

Star India Private Limited

...Respondent

WITH

NOTICE OF MOTION (L) NO. 1752 OF 2015

Mr.Adhiraj Malhotra i/b. DMD Advocates, for the Appellant

Mr.Sanjay Kadam with Ms.Apeksha Sharma, Mr.Sanjeel Kadam,
Ms.Sayli Rajpurkar i/b. Kadam & Co., for the Respondent.

**CORAM : NARESH H. PATIL AND
G.S. KULKARNI, JJ.**

DATE : 6th August,2018

P.C.:

1. The learned Counsel for the respective contesting parties place on record consent terms signed by the parties and their respective Counsel, and pray for conditional withdrawal of the appeal in the light of the settlement of the dispute.

2. Paragraphs 1 to 4 of the Consent terms read thus:-

“1) Following the referral by the Respondent, to arbitration, of disputes with the Appellant, arising out of a Letter of Intent dated

7 December 2007, read with Commissioning Letter dated 12 February 2008 and a Production Agreement dated 1st day of October 2008 (deemed effective from February 12, 2008) ("Agreement"), the Arbitral Tribunal made and published an Award dated 9 September 2011 ("Award"). A challenge to the Award instituted in this Hon'ble Court by the Respondent, vide Arbitration Petition No.1011 of 2011, culminated in a judgment dated 8 May 2015. The present Appeal came to be instituted to challenge the judgment of 8 May 2015, and is pending adjudication at the time of filing the present Consent Terms.

2. The parties, having amicably resolved difference, and mutually settled disputes *inter se*, hereby declare, without admission of liability whatsoever on the part of the Appellant or the Respondent, that on and by virtue of tender of Rs.11,80,000/- (Rupees Eleven Lakhs Eighty Thousand only) which includes Goods and Services Tax (GST)@18% of Rs.180,000, through demand draft of Rs.10,00,000/- (Rupees Ten Lakhs only) dated 3rd August,2018 bearing number 019885 drawn on IDBI Bank in favour of the Respondent and Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) by wire transfer (UTI No.ON23101808060326), by the Appellant to the Respondent, simultaneously with the execution of these Consent Terms. All claims, counter-claims, demands, actions, liabilities whatsoever under, in relation to and/or in any manner connected with the Agreement are hereby discharged, relinquished, extinguished, surrendered and withdrawn irrevocably. Notwithstanding the above, the Appellant admits, acknowledges and accepts that all rights in respect of the work done and/or initiated by them in respect of the Agreement in any formant whatsoever shall exclusively and absolutely vest with the Respondent in perpetually

for the entire universe, the consideration paid in the Agreement being the consideration for the aforesaid rights. The Appellant agrees and undertakes that they shall not claim any consideration/royalty of any nature whatsoever in respect of the said work under any circumstances whatsoever. The Appellant, however, will be at liberty to produce a program/movie on the broader idea of Mahabharata, and shall ensure that this new program/movie shall not include in part or whole any work(s) done by Appellant for the Respondent.

3) In light of the settlement of disputes, the Appellant hereby unconditionally withdraws of the present Appeal against the Respondent, and the parties jointly seek that an Order be passed in terms of these Consent Terms.

4) The parties declare that no civil/criminal/arbitration proceedings are pending against each other and/or their respective officers, in relation to matters arising under the Agreement, and hereby confirm and undertake to sign and execute any further writings/documents to confirm and ratify this mutual agreement, in the event deemed necessary. The parties declare that the signatories hereto are duly authorized to execute these Consent Terms, and confirm there shall be no order as to costs.”

3. The consent terms are taken on record and marked “X” for identification.

4. The appeal is allowed to be withdrawn in view of the consent terms. The appeal is disposed of as withdrawn.

Prashant
Vilas
Rane

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5. In view of disposal of the appeal, pending Notice of Motion
(lodg) No.1752 of 2015 does not survive. It is disposed of.

[G.S. KULKARNI, J.]

[NARESH H. PATIL, J.]