

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION NO. 184 OF 2017

In Entertainment (India) Limited

..Petitioner

Vs.

Mukta Arta Limited

..Respondent

Mr. Kunal Mehta a/w Ms Dhvani Vora I/b Crawford Bayley and Co. for
Petitioner

(Mr.Ravi Ahuja – Authorized Signatory of Petitioner present)

Ms Lopa Munim a/w Mr. J. B. Navlani I/b Kusumakar Kaushik for
Respondent

(Mr. Parvez Farooqui Director of Respondent present in court)

CORAM : K.R.SHRIRAM, J.

DATE : 16th APRIL 2019

P.C.:

1 Parties have entered into the consent terms dated 16th April 2019. The consent terms signed by petitioner, respondent and their respective advocates, is taken on record and marked “X” for identification. Counsel state that the signatories for petitioner and respondent are present and identify them.

2 For ease of reference, scanned copy of the consent terms is reproduced herein below :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 184 OF 2017

In Entertainment (India) Limited ... Petitioner
Versus
Mukta Arts Limited ... Respondent

CONSENT TERMS

1. It is agreed and confirmed that the parties have amicably settled their disputes in respect of the subject matter of the present Arbitration proceedings.
2. Pursuant to the aforesaid settlement, the Respondent has agreed to pay to the Petitioner a sum of Rs 40,00,000/- (Rupees Forty Lakhs Only) as and by way of full and final settlement of the claims made by the Petitioner in the Arbitration proceedings including the claim of Petitioner for the Film "Sanctum" and dues payable under the Impugned Award dated 28.10.2016, which is the subject matter of present Petition.
3. The said sum of Rs.40,00,000/- (Rupees Forty Lakhs Only) shall be paid by the Respondent to the Petitioner in the below mentioned instalments:




- i. Rs.15,00,000/- (Rupees Fifteen Lakhs Only) lakhs within 30 days from the date of these consent terms i.e. on or before 10.05.2019.
- ii. Rs.15,00,000/- (Rupees Fifteen Lakhs Only) within 60 days from the date of these consent terms i.e. on or before 10.06.2019.
- iii. Rs.10,00,000/- (Rupees Ten Lakhs Only) within 90 days from the date of these consent terms i.e. on or before 10.07.2019.

3(a). The Respondent represented by its Director Mr. Pervez Farooqui undertakes to this Hon'ble Court to honour the abovementioned payment commitments and is fully aware of the consequences of such undertaking.

3(b). For the purpose of ensuring compliance of the above payment commitments, the Respondent through its attorney shall deposit post-dated cheques of the aforesaid amounts payable on 10.05.2019, 10.06.2019 and 10.07.2019 for an amount of 15,00,000/-, 15,00,000/-, and 10,00,000/- respectively, with the attorney of Petitioner provided that if prior to the due date of the said post-dated cheque, the payment of the aforesaid concerned instalment is made by the Respondent to the Petitioner, under advice to the Respondent's attorney, the corresponding post-dated cheque shall be returned by the Petitioner's attorney to the attorney of the Respondent immediately.

RGA

↓

4. It is agreed that in the event of default on the part of the Respondent in paying the aforesaid sum Rs.40,00,000/- (Rupees Forty Lakhs Only) to the Petitioner within 90 days from the date of these consent terms i.e. on or before 10.07.2019, these consent terms shall operate as a decree in favour of the Petitioner and the same shall be executable forthwith against the Respondent to the extent of Rs.40,00,000/- (Rupees Forty Lakhs Only) or the balance outstanding as the case may be.

4(a). It is further agreed that in the event of the decree becoming executable as stated above, the Respondent shall not raise any objection on the basis of the Impugned Award dated 28.10.2016.

5. In view of these consent terms, the Petition to stand disposed of in terms of these consent terms without any further order.

6. No order as to costs.

Dated this 16th day of April, 2019

For Lakshminarayan (India) Limited

 Petitioner
R. G. Anuja
(RAN ANUJA)
 AUTHORIZED REPRESENTATIVE
 ASSISTANT VICE PRESIDENT
D. Vase
 for Mrs. Crawford Bayley & Co.
 Advocates for Petitioner

For Mukta Arts Limited
 For MUKTA ARTS LTD

 Respondent
Chenzhang Panagari
 Director
K. K. Kishore
 Kishore Kumar Koushik
 Advocate for Respondent

3 Order in terms of consent terms.

4 All statements accepted as undertaking to this court. The

undertakings also accepted.

5 Petition stand disposed accordingly.

6 Mr. Mehta confirms having received three post dated cheques for the amount as mentioned in paragraph 3 of the consent terms.

7 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)