

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

COMMERCIAL IP SUIT NO.22 OF 2005

Shemaroo Entertainment Limited and Anr.Plaintiffs

Vs.

Movie Tee Vee Enterprises and Ors.Defendants

**WITH
COUNTER CLAIM NO.16 OF 2012**

Dr. Abhinav Chandrachud a/w. Mr. Manish Doshi I/b. Mr. Tejas Shah for plaintiff.

Mr. Abhinav Tripath, Authorized Singatory of plaintiff no.1 and Mr. Parvez Farooqui, Director of plaintiff no.2 are present.

Ms. Kavita A. Shah for defendant no.1 and for plaintiff in counter-claim.

Ms. Urmila Ulhas Haldankar, Constituted Attorney of defendant no.1/plaintiff in counter-claim present.

CORAM : K.R.SHRIRAM, J.

DATE : 1st JULY 2019

P.C.:

1 Parties have entered into consent terms dated 1st July 2019. The consent terms signed by the authorised signatory of plaintiff no.1, director of plaintiff no.2, constituted attorney of defendant no.1 and their respective advocates is taken on record and marked "X" for identification.

2 Order in terms of the consent terms. All statements made in the consent terms are accepted as undertaking to this Court. All undertakings are also accepted.

3 Ms. Shah states that she has received a pay order for Rs.8,10,000/- as stated in paragraph 3 (e) of the consent terms.

4 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

X
12/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL INTELLECTUAL PROPERTY SUIT NO. 22 OF 2005
[SUIT NO. 1902 OF 2005]

- | | | |
|----|---|---|
| 1. | M/s. Shamarao Entertainment Ltd. | } |
| | Plot No. 18, Marol Coop. Industrial | } |
| | Estate, Marol Naka, | } |
| | Andheri (East), Mumbai 400 059 | } |
| 2. | M/s. Mukta Arts Ltd. | } |
| | G. Basiron, 28 th Road, T.P.S. III | } |
| | Bandra, Mumbai 400 050 | } |
| | ...Plaintiffs | |
| | Versus | |
| 1. | Movie Theat. Enterprises | } |
| | Link Plaza Commercial Premises, | } |
| | Suite No. 10, 2 nd Floor, | } |
| | Jogeshwari (West), | } |
| | Mumbai 400 101 | } |
| 2. | M/s. Shanti Enterprises | } |
| | Nar'kar's Chamber | } |
| | L.S.C. Basement, Sakin Enclave, | } |
| | Vikramang, Delhi 110 092 | } |
| | ...Defendants | |

AND

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COUNTER CLAIM NO. 16 OF 2012

IN

COMMERCIAL INTELLECTUAL PROPERTY SUIT NO. 22 OF 2005
SUIT NO. 1902 OF 2005

X

X

X

KEWAL SURI)
 of Mumbai, Indian Inhabitant)
 carrying on business as the Sole)
 Proprietor in the Firm name and)
 Style of Movie Dee Vee Enterprises,)
 Link Plaza Commercial,)
 Premises, Suite No. 110, 3rd floor,)
 Jogeshwari (West), Mumbai 400 101)...Plaintiff
 Versus (Defendant No. 1 in the Suit)
 1. Shomana Video Private Limited)
 Plot No. 18, Marol Co. op)
 Industrial Estate, Marol Naka,)
 Andheri (East),)
 Mumbai 400 059)
 2. M/s. Mukta Arts Ltd.,)
 6, Basiron, 287 Road, C.P.S. III,)
 Bandra, Mumbai 400 050)
 3. M/s. Shanti Enterprises,)
 Neelkanth Chamber - I,)
 L.S.C. Basement Sani Enclave,)
 Vikas Marg,)
 Delhi 110 092)...Defendants
 (Plaintiffs and Defendant
 No. 2 in the Suit)

**CONSENT TERMS BETWEEN THE PLAINTIFFS AND
 DEFENDANT NO. 1 IN THE SUIT AND PLAINTIFF (Defendant
 No. 1 in the Suit) and DEFENDANT NOS. 1 AND 2 (Plaintiff Nos.
 1 and 2 in the Suit) TO THE COUNTER CLAIM:**

1. The parties have amicably settled their disputes and differences.

2. For the sake of convenience the parties are referred to and as described in the Commercial Intellectual Property Suit No. 22 of 2004.

3. AGREED, RECORDED, ORDERED AND DECREED AS UNDER:

- (a) The Lease Contract dated 01-05-1983 (being Exhibit "A" to the Plaint) entered into between the Plaintiff No. 2 and the Defendant No. 1 in respect of Plaintiff No. 2's film "KARZ" (Starring Rishi Kapoor, Tina Munim, Sini Ghai & Ors.) is hereby mutually cancelled with immediate effect and all the rights which were granted by Plaintiff No. 2 to Defendant No. 1 under the said Agreement in respect of the said Film "KARZ" are reverted back to Plaintiff No. 2.
- (b) The Lease Contract dated 01-05-1985 (being Exhibit "B" to the Plaint) entered into between the Plaintiff No. 2 and Defendant No. 1 in respect of the Plaintiff No. 2's film "HERO" (Starring Jackie Shroff, Vinayak Sheshadri & Ors.) is hereby mutually cancelled with immediate effect and all the rights which were granted by Plaintiff No. 2 to Defendant No. 1 under the said Agreement in respect of the said Film "HERO" are reverted back to Plaintiff No. 2.



- (c) In view of the above, Defendant No. 1 has no direct and/or indirect right, title or interest of whatsoever nature nor any license to exploit or exhibit or distribute or market in any manner any rights of whatsoever nature in respect of the said Films "KARZ" and "HERO".
- (d) Defendant No. 1 has represented to the Plaintiffs that the Deed of License dated 02-04-2004 executed between the Defendant No. 1 and Defendant No. 2 in respect of the said Films "KARZ" and "HERO" for granting license of Video Rights and other rights for a period of 7 ½ years, has come to an end, by efflux of time. Defendant No. 1 has further represented that save and except the said Agreement with Defendant No. 2, Defendant No. 1 has not entered into any writings or arrangements for directly and/or indirectly exhibiting, exploiting, distributing and/or marketing any rights in respect of the said Films "KARZ" and "HERO" with Defendant No. 2 or any other third party.
- (e) In view of the present settlement arrived between the parties, Plaintiff No. 2 has agreed to pay a lumpsum amount of Rs. 9,00,000/- (Rupees nine lakhs only) to the Defendant No. 1 and hereby pays Rs. 8,10,000/- (Rupees eight lacs ten thousand only) after deducting Tax Deducted at Source (TDS) of Rs. 90,000/- (Rupees ninety thousand only) by Pay Order dated 27-6-2019 bearing No. 946382 drawn on Yes Bank, Coimbatore.



Branch, Mumbai, in favour of Defendant No. 1, in full and final satisfaction. Plaintiff No. 2 shall pay the said TDS amount of Rs. 90,000/- (Rupees ninety thousand only) to the Government Treasury on or before 7th July, 2019 and furnish the TDS Certificate to Defendant No. 1 as soon as the same is generated by the Income Tax Authorities. Plaintiff No. 2 also hereby pays a sum of Rs. 1,08,000/- (Rupees one lakh eight thousand only) by Pay Order dated 27-06-2019 bearing No. 946353 drawn on Yes Bank, Goregaon Branch, Mumbai in favour of Defendant No. 1 payable towards 12% GST payable on Rs. 9,00,000/- (Rupees Nine Lakhs only). Defendant No. 1's GST Registration Number is 27AAACM9513F1ZX;

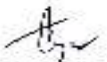
4. ~~The suit on account of Defendant No. 1 and Counter~~
The Counter Claim No. 16 of 2012 filed by the ~~claim~~
~~Defendant No. 1 hereby stands withdrawn for want of prosecution.~~ ~~disposed of~~
~~for the reasons~~
~~presented.~~
5. ~~Because in terms of the present Consent Terms,~~ ~~Present Consent~~
~~Terms.~~
6. ~~Drawn up Deed is disposed with.~~
7. ~~Court fees return to the Plaintiff for the suit and to~~
~~Defendant No. 1 for its Counter Claim in accordance with rules.~~
8. ~~The office is directed to return all the original~~
~~documents filed before this Court either by Plaintiff or by the~~
~~Defendant No. 1 to Plaintiff No. 2. The office to send certified copy~~
~~of the Minutes of the Order along with the Consent Terms.~~



No Order as to cost.

Dated this 1st day of July, 2019, Mumbai.

M/s. Shernaroo Entertainment Ltd.


 Mr. Tejas Shah
 Advocates for Plaintiffs

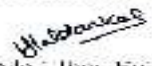

 (Mr. Abhinav Tripathi)
 (Authorized Signatory)
 Plaintiff No. 1

M/s. Mukta Arts Ltd.,


 Kavita Arvind Shah
 Advocates for Defendant No. 1


 (Mr. Parvez Farooqui)
 (Director)
 Plaintiff No. 2

Movie Tee Vee Enterprises


 (Mrs. Urnila Ulhas Haldankar)
 (Kewal Suri by his Constituted Attorney)
 Proprietor
 Defendant No. 1

5 Suit as against defendant no.1 stands disposed in terms of the consent terms. Counter claim also stands disposed in terms of the consent terms. Refund of court fees, if any, in counter claim in accordance with rules.

6 Registry to return all original documents filed by plaintiffs or by defendant no.1 to plaintiff no.2 upon the advocate for plaintiff no.2 providing photocopy thereof duly certified as true copy and with an undertaking to produce the same as and when directed by this Court.

7 Suit as against defendant no.2, who is the remaining defendant, be listed for directions on 12th July 2019.

(K.R. SHRIRAM, J.)