

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

COMMERCIAL I.P.SUIT NO.20 OF 2006

Universal Music (India) Private Limited)....Plaintiff

V/s.

Super Cassettes Industries Ltd. & Ors.)....Defendants

Mr.Sandip Parikh a/w Mr.Ayaz Bilawal and Ms.A.Sayed I/by
M/s.Bilawala and Co. for plaintiff.

[Ms.Sanjana Chatterjee-Assistant Legal Manager/authorized signatory
of plaintiff present].

Mr.Ashok Kumar Singh for defendant no.1.

Mr.Niranjana Vaghela I/by M/s.Pandya and Co. for defendant nos.2
and 3.

[Mr.Ajit Kohli-General Manager/authorized signatory of defendant
no.1 present].

CORAM : K.R.SHRIRAM,J

DATE : 1.8.2019

P.C.:-

1. At the outset, Mr.Parikh for plaintiff states that plaintiff and defendant no.1 have settled the suit and plaintiff does not wish to prosecute the suit against defendant nos.2 and 3 and seeks leave to withdraw the suit against defendant nos.2 & 3 before filing consent terms between plaintiff and defendant no.1. Mr.Vaghela for defendant nos.2 & 3 states that defendant no.2 has composed music works of the Ghazals/Songs incorporated in the original sound recordings set out in Exhibit-A & D to the plaint and accordingly is the owner of the musical works. Mr.Vaghela also states that defendant nos.2 & 3 are entitled to payments from plaintiff and defendant no.1

of royalties/dues under various agreements between plaintiff and defendant no.1.

2. Mr.Parikh and Mr.Singh for defendant no.1 obviously dispute the stand of Mr.Vaghela.

3. Mr.Parikh states, and rightly so, that consent terms is only between plaintiff and defendant no.1 and as suit against defendant nos.2 & 3 before filing consent terms is withdrawn, the consent terms will not be binding on defendant nos.2 & 3 and it is open for defendant nos.2 & 3 to take such steps in law as advised. I agree with Mr.Parikh.

4. Therefore, suit against defendant nos.2 & 3 dismissed as withdrawn.

5. The consent terms dated 29.7.2019 entered into between plaintiff and the only defendant who was originally defendant no.1, signed by the authorized signatory of plaintiff, defendant and their respective Advocates is taken on record and marked 'X' for identification.

6. Order in terms of consent terms.

7. All statements accepted as undertakings and all undertakings given separately are also accepted and so ordered.

8. For ease of reference, consent terms is scanned and reproduced below :-

1

X 1/8/19

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
(IN ITS COMMERCIAL DIVISION)
COMMERCIAL L.P. NO.20 OF 2006
(Old Suit No.1997 OF 2006)

Universal Music (India) Private Limited Plaintiff

Versus

Super Cassettes Industries Ltd. & Others Defendants

CONSENT TERMS

BETWEEN PLAINTIFF AND DEFENDANT NO.1

1. The Plaintiff and the Defendant No.1 have arrived at an amicable settlement with regard to the issues as raised in the suit and have agreed for the following terms of settlement:-

2. It is agreed, ordered and declared that Defendant No.1 shall have the right to communicate to the public (as per the Copyright Act 1957 and as amended from time to time), across all media, modes, formats and platforms including physical and digital modes, media, formats, and platforms whether existing now and/or arising in future (hereinafter collectively referred to as "Modes, Media and Formats"); throughout the entire Universe in perpetuity, the cover version recordings (i.e., the audio & sound recordings) and audio-visuals of the cover version recordings of the songs of the album "Jasmi" (as already produced by Defendant No. 1 on the date of the present Suit) embodying underlying works viz. literary, and musical works of the original sound recordings; and which are listed in the

Agn

S.C.

annexures marked as Annexure I & II hereto, where the abovementioned sound recordings are synchronized with the visuals of these music videos and communicated to the public across all media, modes, formats and platforms including physical and digital media, modes, formats and platforms (whether existing now and/or arising in future) throughout the entire Universe in perpetuity.

3. It is agreed, ordered and declared that Defendant No.1 shall pay simultaneous with or before the execution of these Consent Terms a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) to the Plaintiff towards past damages in the matter and fees towards future usage, as stated in paragraph 2 above, of the cover version recordings (i.e., audio-sound recordings) and audio-visuals of the cover version recordings of the songs of the album "Tashn" (as already produced by the Defendant No.1 on the date of the present Suit) across all media, modes, formats and platforms in both, physical and digital media, whether existing now and/or arising in future throughout the entire Universe in perpetuity, the receipt of which the Plaintiff admits, acknowledges, confirms and discharges the Defendant No.1 for the same.

4. It is agreed, ordered and declared that Plaintiff and/or its assignees are / will be the sole and exclusive owners of the original sound recordings and underlying works viz. literary, and musical works contained in the sound recordings, particulars of which are set out in the annexures marked as Annexure I & II and which are included in the cover version recordings of the songs of the album "Tashn".




5. It is agreed, ordered and declared that Defendant No.1 does not, and will not, claim nor possess nor is Defendant No. 1 entitled to any rights in respect of the original sound recordings and literary, and musical works as contained in the sound recordings, particulars of which are set out in Annexures I & II hereto and which are included in the cover version recordings of the songs of the album "Jashn".

6. Defendant No.1 hereby undertakes to this Hon'ble Court that it shall, in perpetuity, restrain itself from representing in any manner that the Defendant No.1 owns / controls any rights in the original sound recordings and underlying works viz. literary, or musical works as contained in the sound recordings, particulars of which are set out in Annexure I & II hereto.

7. It is agreed that, save & except, the rights of the Plaintiff as recorded in Clause 4, 5 and 6 above, Defendant No.1 and its permitted assignee(s) shall be entitled to the following:

- a) the right, in perpetuity, to manufacture, sell and distribute audio / audio visuals of the cover version recordings of the album "Jashn" throughout the Universe in perpetuity.
- b) exercise any and all rights as the owners of the audio / audio visuals of the cover version recordings of the album "Jashn" as available under the Copyright Act including but not limited to the right, in perpetuity, to assign / license / sub-license the cover version

 S.C.

recordings to third parties) for the purpose of exploitation of the audio / audio visuals of the cover version recordings of the album "Jashn" embodying underlying works viz. literary, and musical works of the original sound recordings; in any manner as shall be deemed fit by Defendant No. 1.

c) Defendant No. 1 shall have the right to issue and grant license and/or sublicense the audio / audio visuals of the cover version recordings of the album "Jashn" embodying underlying works viz. literary, and musical works of the original sound recordings; for on ground public performances in relation to the sound recordings of the album "Jashn", Television Shows and all other digital platforms/services known now or invented in future. Plaintiff and/or any of its affiliates / partners shall not apply takedown or send notice of infringement to any of Defendant's sub-licensees / permitted assigns for using the cover version recordings (audio) and audio-visual recording, i.e., the music video of the songs of the album "Jashn" embodying underlying works viz. literary, and musical works of the original sound recordings, (as already produced by the Defendant No.1 on the date of the present suit), in any mode or medium including but not limited to synchronization of the cover version recording with any television production and shall not do anything which may frustrate the intent of these consent terms provided the Plaintiff's rights as recorded and agreed under Clause 4 and 5 remain intact and/or are not infringed in any manner.



8. Defendant No.1 and its permitted assignee(s), shall market and promote the cover version recordings (audio audio-visual) of the album "Jashn" in all Modes, Media and Formats, throughout the Universe in perpetuity at its own cost and discretion.
9. Parties agree that the suit be decreed in terms of the present Consent Terms.
10. Parties unconditionally withdraw all allegations made against each other in these proceedings.
11. No order as to costs.

Dated this 29th day of July, 2019



Sanjiv Chatterjee
(Plaintiff)

ASSISTANT MANAGER - LEGAL
UNIVERSAL MUSIC INDIA PRIVATE LTD
(PLAINTIFF)

[Signature]
(MRS. BILAWALA & CO.)
Advocates & Solicitors
for Plaintiff

[Signature]
(Defendant No.1)

C.A.T.KO/PLC
General Manager (Legal) for Super Castles
Industries Ltd

[Signature]
(ASHOK SINGH)
Advocate for Defendant No.1

ANNEXURE "I"PARTICULARS OF THE LIST OF SONGS ASSIGNED BY
DEFENDANT NO.2 IN FAVOUR OF THE PLAINTIFF AND SUNG
BY THE DEFENDANT NO.2 IN THE ALBUM "JASHN"

<u>Sr.No.</u>	<u>Work</u>	<u>Film/Title</u>	<u>Year of Publication</u>
1.	YE ALAG BAAT HAI	AAHAH	1980
2.	DEEWARON SE MIL KAR RONA	MUKARRAR	1981
3.	SABKO MAAT OM HAI	MUKARRAR	1981
4.	NIKO NA DENAQAB	NAYAAB	1985
5.	SHARAB CHEEZ HI AISI HAI	TARRANNUM	1984
6.	JIS DIN JUDA WO	AAFREEN	1986
7.	BE TARAF USKA GHAR	NAYAAB	1985
8.	YAHAN HAR SHAKSHI	NABEEL	1989
9.	CHANDI JAI SA RANG HAI TERA	PANKAJ UDHAS LIVE AT ALBERT HALL	1984
10.	LA PILA DE SAAKI	PAIMAANA	1984
11.	GUNGHIROO TOOT GAYE	PANKAJ UDHAS LIVE	1984
12.	AUR AAHISTA KHIYE BAATRIN	STOLEN MOMENTS	1999
	JHEEL MEIN CHAND NAZAR AAYE	MUKARRAR	1981
	AAIYE BARISHUN KA MAI SAM HAI (Medley)	NAYAAB	1985
	AAJ WOHI GEETON KI RANI (Medley)	NAYAAB	1985

Handwritten signature S.C.

	TU PAAS HAI (Medley)	NAYAAB	1985
	SAWAN KI SUHANI (Medley)	LEGENDS GHAZALS	1985
13.	ISHQ NACHAYE JISKO (Medley)	AAREEN	1986
14.	AAP JINKI KAREEB	TARRANUM	1986
15.	THODI THODI PIYA KARO	AAREEN	1986
16.	THODI DÖÖR SATHI CHALO	MAHIL	1983
17.	NA SAMITHO KI HUM	PAIMANA	1984
	KABHI NAHI PAD SAKTA (Medley)	PANKAJ UDHAS LIVE	1984
	KHUDA KA SHUKAR HAI (Medley)	PANKAJ UDHAS LIVE AT ALBERT HALL	1984
	CHOOM KAR MATI BHARI (Medley)	NAYAAB	1985
	SAGHAR SE SURAH (Medley)	PANKAJ UDHAS LIVE	1984
	PAIMANE TOOT GAYE (Medley)	AAREEN	1986
	MAZA LENA HAI PEENE KA (Medley)	MAHIL	1984
	MAIN NASHE MEIN HOON (Medley)	IN SEARCH OF MEER	1996
18.	EK AISA GHAR CHAHIYE	MAHIL	1989
19.	KABHI MAIKHANE TAK JAB HAIN	MAHIL	1983

5-6

ANNEXURE "II"

**PARTICULARS OF THE LIST OF SONGS ASSIGNED BY
DEFENDANT NO.3 IN FAVOUR OF THE PLAINTIFF AND SUNG
BY THE DEFENDANT NO. 2 IN THE ALBUM "JASHN"**

<u>Sr.No.</u>	<u>Work</u>	<u>Film/Title</u>	<u>Year of Publication</u>
1.	DEKH SUKH TITAR EKB SABKA	KILAYAL	1981
2.	ABHI GHAR NA JANA	AMAN	1994
3.	MUHSHE MERA KYA RISHTA	RUBAYTE	1984

S.C.


9. Suit accordingly stands disposed. Refund of court fees if any, in accordance with Rules. Drawn up decree dispensed with.

All to act on authenticated copy of this order.

(K.R.SHRIRAM,J)