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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 60/2017**
SUPER CASSETTES INDUSTRIES PVT LTD

..... Plaintiff

Represented by: Mr. K.K. Khetan, Adv.

versus

M/S SREE DEVI DIGITAL SYSTEMS PVT LTD

..... Defendant

Represented by: Mr. Atul Bhuchar, Adv.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER
17.02.2020

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1. By the present suit the plaintiff had sought for a decree of permanent injunction restraining the defendant, their officers, agents etc. from authorising, recording, distributing, broadcasting public performance/communication to the public or in any other manner exploiting the cinematograph films, sound recording and/or literary works (lyrics) and musical works or other works or part thereof throughout India, owned by plaintiff, amounting to infringement of the plaintiff's copyright, rendition of accounts, mandatory injunction, damages, etc.
2. During the course of the present proceedings the parties have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre vide the settlement agreement dated 18th December, 2019 copy whereof has been placed on record.
3. The plaintiff and defendant have entered into the settlement on the

following terms and conditions:

- a) *The First Party has agreed to grant non-exclusive, non-transferable T-series Public Performance Licence (TPPL) for distts. Visakhapatnam and Srikakulam in Andhra Pradesh on the payment of Rs.4,11,000/- per annum plus applicable taxes in favour of the Second Party.*
- b) *It is further agreed between the parties that the commencement date of this agreement with regard to the T-Series Public Performance Licence (TPPL) agreed to be given to the Second Party shall be with effect from 01.01.2020 ending on 31.12.2020.*
- c) *The Second Party has agreed and undertaken to pay a sum of Rs.4,11,000/- (Rupees Four Lakh and Eleven Thousand Only) per annum plus applicable taxes to the First Party for the grant of T-Series Public Performance Licence (TPPL) by the First Party to the Second Party. The license fee shall be payable in advance on an half yearly basis. The Second Party shall make the payments to the First Party inclusive of the applicable taxes for the half yearly payment beginning from 01.01.2020 ending on 31.12.2020. The first payment shall be made by the Second Party to the First Party by RTGS on or before 20.12.2019.*
- d) *The banking details of the First Party in which the Second Party has to make payment are as follows:*
 - Account-holder: Super Cassettes Industries Private Limited*
 - Bank : ICICI Bank*
 - Account No.: 135205000112*
 - IFSC Code: ICIC0001352*
 - Branch: M-45, Outer Circle,
Connought Place, New Delhi*
- e) *Second Party has agreed to run the promos slots regarding Acting School of the First Party or any other which will be asked by the First Party subject to the laws as applicable, once in every hour on its local channel "S.D.V." during the license period free of cost.*
- f) *It is agreed between the parties that the TPPL Licence granted under this settlement agreement shall not be terminable before 31.12.2020.*

- g) If, apart from present suit, any other proceeding has been filed by any of the party in any court of law or before any other authority, either in Delhi or any other part of India, then it shall be deemed to be compromised and withdrawn under this present Settlement Agreement.*
- h) That if the Second Party violates any of the terms and conditions of this Settlement Agreement, the same shall stand automatically cancelled/ revoked.*
- i) The Second Party shall not enter into any joint venture, partnership etc. with any other entity without obtaining written permission from the First Party in respect to the license granted herein by the First Party.*
- j) The Second Party shall not remix or alter etc. the contents of the First Party.*
- k) It is agreed between the Parties that in case the Second Party is found using the content of the First Party after the expiry of the license(alongwith a subsequent renewals if any) the First Party shall have all the right to initiate and take appropriate steps as available to them under law.*
- l) The parties agree that the present suit bearing No. CS(COMM.) 60/2017 may be disposed of in terms of the present settlement agreement.*
- m) The Hon'ble Court may consider refund of the court fees to the First Party in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.*
- n) By signing this Agreement the parties hereto state that they have signed the present settlement agreement voluntarily and with their free will and volition in the presence of the Mediator as well as their respective counsel and all their disputes and differences against each other have amicably been settled through the process of Mediation.*
- o) The parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."*

4. The settlement agreement is duly signed by Shri Anil Maini as authorized representative of the plaintiff and Shri P. Venkata Durga Prasad Raju as authorized representative of the defendant. Copies of the authorizations in their favour are enclosed along with the settlement agreement.
5. Consequently, suit is decreed in terms of the settlement as noted above.
6. Decree sheet will incorporate the terms of settlement.
7. Court fees be refunded to the authorized representative of the plaintiff under Section 16 of the Court Fees Act. Registry will issue necessary certificate in this regard.

MUKTA GUPTA, J.

FEBRUARY 17, 2020
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