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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CS(COMM) 542/2019

SUPER CASSETTES INDUSTRIES PRIVATE LIMITED

..... Plaintiff

Represented by: Mr. Vihan Dang, Ms. R. Ramya,
Adv.

versus

FINETONE CASSETTES INDUSTRIES & ANR.

..... Defendant

Represented by: Mr. Kartik Bhardwaj, Adv. for D-1.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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13.02.2020

I.A. 1849/2020 (u/O XXIII R 3 CPC)

1. By this joint application plaintiff and defendant No.1 seek decree of the suit in terms of the settlement arrived at between the parties.
2. Learned counsel for the plaintiff states that defendant No.2 is the distributor of defendant No.1 and thus plaintiff seeks no relief against defendant No.2 in view of the settlement arrived at between the plaintiff and defendant No.1.
3. Taking the settlement agreement on record, suit is decreed in terms of the settlement.
4. Application is disposed of.

CS(COMM) 542/2019

1. Plaintiff and defendant No.1 have entered into a settlement on the following terms and conditions:

“4. The Defendant No. 1 hereby acknowledges, agrees and consents to the sole and exclusive ownership of the Plaintiff in and to the copyrighted works forming part of the Catalogue as identified in Annexure A of the assignment agreement dated 22nd February 2008 (hereinafter also referred to as “Plaintiff’s Copyrighted Works”).

5. The Defendant No. 1 hereby agrees and undertakes that it shall not upload, store, host, reproduce/make copies, issue copies, commercially exploit/monetize, communicate to the public, synchronize with other works, publicly perform, digitally transmit, adapt, modify, make new works and/or otherwise make available Plaintiff’s Copyrighted Works, on/through any digital, internet-based, social media and/or OTT platform/service, whether audio only and/or audio-visual, and/or in any manner whatsoever, whether on its own and/or through any third party including the Defendant No. 2.

6. The Defendant No. 1 hereby agrees and undertakes to remove and/or take down any and all of the Plaintiff’s Copyrighted Works made available on any digital, internet-based, social media and/or OTT platform/service, whether audio only and/or audio-visual, and/or in any other manner whatsoever whether on its own and/or through any third party including the Defendant No. 2, which violates the Plaintiff’s rights under the Copyright Act and/or the assignment agreement dated 22 February 2008.

7. The Defendant No. 1 hereby agrees and undertakes to pay a sum of INR 2,00,000/- (Rupees two lakhs) to the Plaintiff as legal costs for the present proceedings.

8. In view of the abovementioned, the Plaintiff agrees to withdraw its claim for damages against the Defendant No. 1 in the present proceedings.

9. The Plaintiff and the Defendant No. 1 agree that the terms of the present settlement shall be legally binding on their respective legal heirs, affiliates, sister concerns, distributors, employees, principals, successors, representatives and assigns-in-business (hereinafter also referred to as “relevant third parties”) and each party represents and warrants that it has the necessary authority to bind the relevant third parties, to the extent applicable. ”

2. Application is duly signed by the authorized representatives of the plaintiff and defendant No.1 and also supported by their affidavits. The authorization in favour of the plaintiff's authorized signatory is already on record and that of the defendant No.1 is annexed with the application.
3. Consequently, the suit is decreed in favour of the plaintiff and against the defendant No.1 in terms of the settlement as noted above.
4. Decree sheet will incorporate the terms of settlement arrived at between the parties.
5. Learned counsel for the plaintiff does not press any relief against defendant No.2 in terms of the settlement.
6. Since the present settlement is a Court initiated settlement, Court fee be returned to the authorized representative of the plaintiff under Section 16 of the Court Fees Act. Registry will issue necessary certificate in this regard.
7. Suit is accordingly disposed of.

I.A. 13567/2019 (u/O XXXIX R 1&2 CPC)

Application is disposed of as infructuous.

MUKTA GUPTA, J.

FEBRUARY 13, 2020
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