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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CS(COMM) 251/2017**
SUPER CASSETTES INDUSTRIES PVT. LTD. Plaintiff
Represented by: Mr.K.K.Khetan, Adv.

versus

M/S BHASKAR CABLE NETWORK/B. TV Defendant
Represented by: Ms.Kanika Baweja, Adv.

CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA

% **ORDER**
03.03.2020

1. By the present suit, the plaintiff has, inter alia, prayed for a decree of permanent injunction restraining the defendant, their officers, servants, agents, partners etc. from recording, distributing, broadcasting, public performing/communicating to the public or in any other manner, exploiting the cinematograph films, sound recordings and/or literary works (lyrics) and musical works in which the plaintiff holds the copyright besides rendition of accounts, damages, costs etc.

2. The plaintiff in the suit initially impleaded M/s. Bhaskar Cable Network (B.TV.) through its proprietor Mr.Rakesh Agarwal, however, subsequently, amended memo of parties was filed impleading M/s. Bhaskar Cable Network/B.TV through its proprietor Rakesh Aggarwal, M/s. Bhaskar Prakashan Pvt. Ltd., Kailash Agarwal, Rakesh Agarwal, Ajay Agarwal and Sumit Agarwal as defendant Nos. 1 to 6 respectively.

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3. The plaintiff thereafter filed an application under Order VI Rule 17 CPC being IA No. 14759/2018 whereby this Court permitted the amendments in the plaint as sought and noted that only three parties were necessary to be impleaded as defendants i.e. defendant No. 1 M/s. Bhaskar Cable Network/B.TV., Rakesh Aggarwal its Director and M/s. Bhaskar Prakashan Private Limited. Thus, these three defendants are before this Court though no amended memo of parties was filed by the plaintiff.

4. The plaintiff and three defendants have entered into a settlement before the Delhi High Court Mediation and Conciliation Centre on 20th February, 2020, copy whereof has been placed on record, on the terms and conditions as noted hereinunder:-

a) The Second Party has agreed to obtain broadcast license (TPPL) now known as Ground Cable TV License from the First Party for the period 21.02.2020 to 20.02.2021.

b) The First Party has agreed to grant non-exclusive and non-transferable license at a yearly license fee Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only) plus applicable taxes to the Second Party. The said amount of Rs.2,40,000/- (Rupees Two Lakhs Forty Thousand Only) plus applicable taxes is agreeable to the Second Party.

c) The parties agree that the area of operation of the aforesaid License is restricted to Jabalpur City, Madhya Pradesh only.

d) It is agreed between the parties that the said license fee shall be paid in two installments of six months each by way of NEFT. The Second Party has today on signing of this Settlement Agreement transferred by way NEFT (UTR No. PUNBH20051616506), a sum of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only) to the account of the First Party as payment towards the first installment and the

First Party acknowledges the receipt of the same.

- e) The Second Party agrees that the second installment shall be paid by them to the First Party on or before 20.08.2020.*
- f) The Second Party agrees that it shall broadcast the content of the First Party solely under the logo 'BTV', without any prefix or suffix thereto.*
- g) The Second Party agrees that it shall not enter into any joint venture, collaboration, etc. with any other cable operator for the broadcast of the aforesaid licensed content without the written consent of the First Party.*
- h) The Second Party agrees not to remix, make further versions etc. of the content of the First Party.*
- i) The Second Party agrees to carry out all future renewals in a timely manner.*
- j) The Second Party agrees that if they do not renew their license after 20.02.2021 and are found infringing the copyright of the First Party, they shall be liable to pay the First Party, as damages, an amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only).*
- k) It is agreed between the parties that the terms of the present Settlement Agreement are strictly confidential and neither party shall disclose it to anybody else except the Statutory Authorities which they may be required under law.*
- l) The Second Party agrees that, the First Party may with the permission of the Hon'ble Court seek refund of the court fees in terms of the Section 16 of the Court Fees Act 1870 read with Section 89 of CPC, 1908.*

m) The parties agree to seek disposal of the suit CS (COMM) No.251/2017 in terms of the present Settlement Agreement.

n) By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each other and all the disputes and differences arising in the suit have been amicably settled by the Parties hereto through the process of Mediation.

o) That 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.

5. The settlement agreement is duly signed by Anil Maini, authorized representative of the plaintiff and Manish Parashar, authorized representative on behalf of the three defendants, authorizations in whose favour are annexed along with the settlement agreement. Consequently, the suit is decreed in terms of the settlement.

6. Decree sheet will incorporate the terms of settlement.

7. Court fees be returned to the authorized representative of the plaintiff under Section 16 of the Court Fees Act.

8. Registry will issue a necessary certificate in this regard.

MUKTA GUPTA, J.

MARCH 03, 2020/akb