

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL IP SUIT NO. 4 OF 2001

Maganlal Savani & Anr. Deceased through his Legal Heir Ashwin M. Savani V/s	Plaintiffs
Pradeep P. Chakravorty & Ors.	Defendants

**ALONGWITH
COMMERCIAL IP SUIT NO. 5 OF 2001**

Maganlal Savani & Anr. Deceased through his Legal Heir Ashwin M. Savani V/s	Plaintiffs
Pradeep P. Chakravorty & Ors.	Defendants

Mr. Himanshu V. Kode for Plaintiff (in both suits).
Mr. Sanjeel Kadam a/w Ms. Sayeeli Rajapurkar i/b Murudkar and Co. for
Defendant No. 1 (b) and 1(c).

**CORAM : K.R.SHRIRAM, J.
DATED : 9th MARCH 2021.**

PC. :

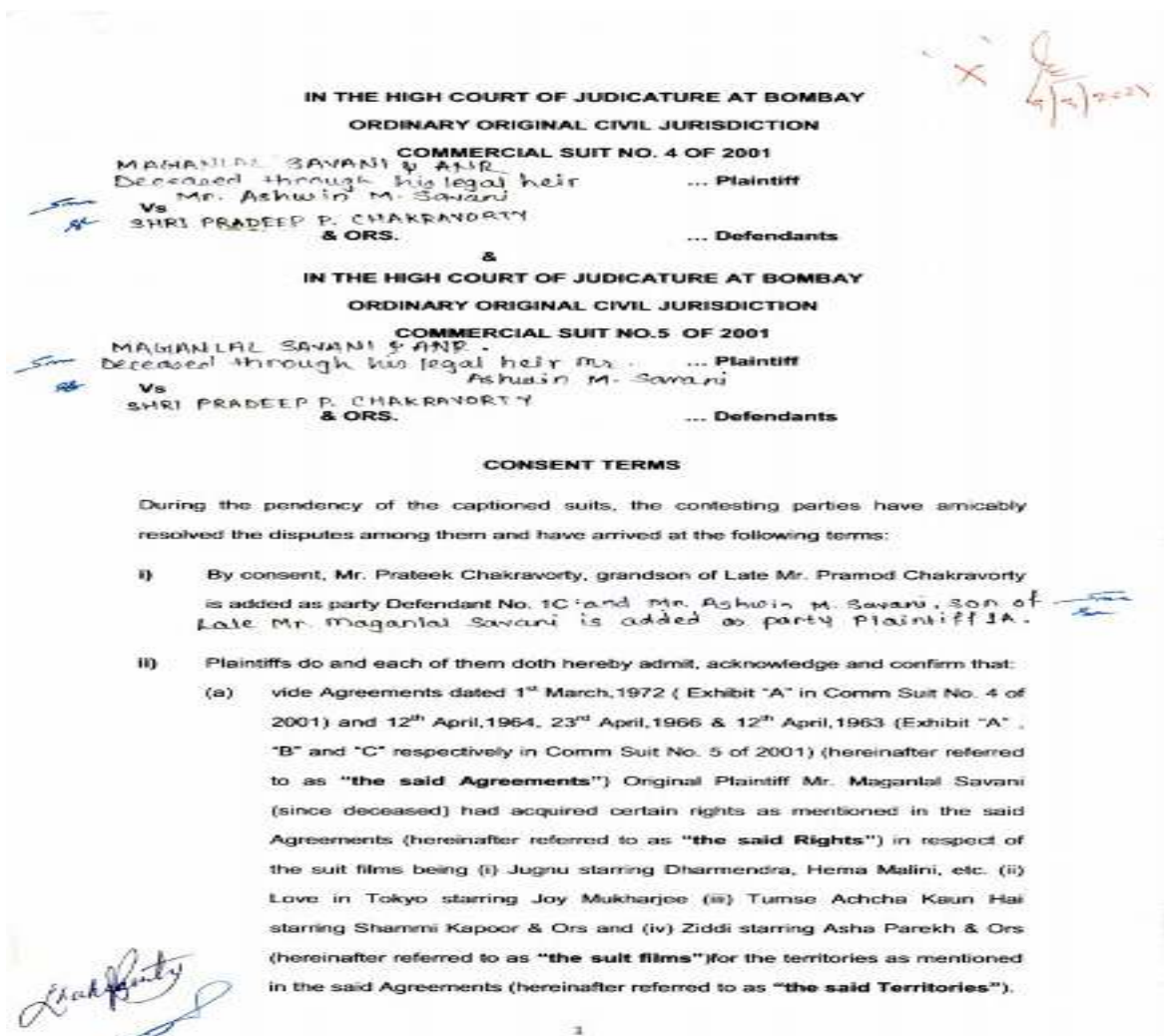
1. Parties have entered into Consent Terms dated 5th March, 2021.

By consent Mr. Prateek Chakravorty is added as Defendant No.1 C and Mr. Ashwin Savani is added as Plaintiff No.1 A. Amendment to be carried out within one week from today. Mr. Kode states that Mr. Ashwin Savani who has signed for himself as Plaintiff No.1 A and as Director of Plaintiff No.2 is present on line and is identified by Mr. Kode. Mr. Kode states that in the Consent Terms IFDPL is shown as Plaintiff No.1 B which is typographical error and he shall carry out the corrections before lunch time

today and correct it to Plaintiff No.2. Statement accepted.

2. Mr. Kadam says that Mr. Prateek Pradeep Chakravorty has signed for himself as Defendant No.1 C and as Constituted Attorney of Defendant No.1 B. Mr. Kadam says that today Mr. Pradeep Pramod Chakravorty and Mr. Prateek Pradeep Chakravorty are present on line and identifies them. The Consent Term is taken on record and marked "X" for identification.

3. For ease of reference the Consent Terms without enclosures is scanned and reproduced as below :



- (b) Plaintiff No.1A i.e. Mr. Ashwin Maganlal Savani is the only heir and legal representative of the original Plaintiff late Mr. Maganlal Savani;
- (c) after demise of Mr. Maganlal Savani and incorporation of the Plaintiff No. 1B company, the said Rights have vested in the Plaintiff No. 1B; and
- (d) being the only heir of late Mr. Maganlal Savani and the Director of the Plaintiff No. 1B the Plaintiff No. 1A alone is entitled, empowered and authorized to settle the disputes in the captioned suits and execute the present Consent Terms on behalf of the Plaintiffs. A photocopy of Board Resolution of the Plaintiff No. 1B inter alia authorizing the Plaintiff No. 1A to execute the present Consent Terms on its behalf is annexed hereto as **ANNEXURE "A"**.

- iii) Defendants do and each of them doth hereby admit, acknowledge and confirm that after demise of Mr. Pramod Chakravorty who was proprietor of the Defendant No. 1, the Defendant No. 1C who is his grandson is carrying on business of the Defendant No. 1 as its proprietor. As such the Defendant No. 1C alone is entitled, empowered and authorized to settle the disputes in the captioned suits and execute the present Consent Terms on behalf of the Defendant No. 1.

- iv) Plaintiffs do and each of them doth hereby perpetually assign and transfer in favour of the Defendant No. 1C ^{as proprietor of M/s. Pramod Films} for the said Territories the said Rights including all those rights in the said Films that have emerged after execution of the said Agreements on account of scientific and technological developments; all those rights which will emerge in future and also syndication rights (hereinafter referred to as "**the Assigned Rights**") with absolute clear and marketable title, free from all encumbrances and third party claims whatsoever at or for the lump sum consideration of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) (subject to TDS deduction at source) plus GST as applicable.



- v) Plaintiffs do and each of them doth hereby admit, acknowledge and confirm that simultaneously on signing these Consent Terms the Defendant No. 1 has paid a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) to the Plaintiff No. 1B vide Cheque No.132406 dated 04.03.2021 drawn on Federal Bank Ltd. in favour of the Plaintiff No. 1B towards full and final payment of the agreed consideration amount.
- vi) Plaintiffs do and each of them doth hereby admit, acknowledge and confirm that ^{as proprietor of Framed Films} hereafter the Defendant No. 1 shall be entitled to exploit the Assigned Rights in the manner he deems appropriate without any restrictions and reservations.
- vii) Plaintiffs do and each of them doth hereby admit, acknowledge and confirm that they haven't assigned and/or licensed the Assigned Rights to any third party whatsoever and/or created any encumbrances in respect thereof and state that any rights as assigned earlier are extinguished by efflux of time. Plaintiffs do and each of them doth hereby agree and undertake to indemnify and keep forever indemnified the Defendants and/or their assigns against any claim, objection, loss of any nature whatsoever that may be suffered by the indemnified persons on account of any misrepresentation, illegal act, false information, concealment of any nature whatsoever in respect of the Assigned Rights by the Plaintiffs or any of them or the successors/assigns of the Plaintiffs.
- viii) Plaintiffs doth hereby admit, acknowledge and confirm that upon signing these Consent Terms, they shall procure the originals of the said Agreements and all relevant documents in respect of the said suit films from the Court's Registry and shall handover the same to Defendant's Authorized person Mr. Mrinal Guha, within a period of 02 weeks from the date of signing the present Consent Terms.
- ix) Plaintiffs and the Defendant No. 1C do and each of them doth hereby admit, acknowledge and confirm that they shall formally execute between all documents as may be required by the Defendant No. 1C within 7 (seven) days from the date of receipt of Letter of intimation from the Defendant No. 1C.

Plaintiffs

- DATED THIS 5th DAY OF MARCH, 2021

Murudkar & Company
Advocates for the Defendants

4. Order in terms of Consent Terms.
5. All statements and undertakings accepted.
6. Suit stands disposed in terms of Consent Terms with no order as to cost.
7. All Interim Applications stand disposed.
8. Liberty is granted to plaintiff to apply for return of original documents filed in the court and the Registry shall return the same upon plaintiff's filing photocopy of those documents certified as true copy by its advocate.

(K.R. SHRIRAM, J.)