

COMMERCIAL IP SUIT NO.723 OF 2017

....Plaintiff

V/s.

Super Cassettes Industries Pvt. Ltd. & Ors.Defendants

.....

Mr. Amey D. Nargolkar a/w. Mr. Nishad Nadkarni and Mr. Adhesh Nargolkar
i/b. Khaitan and Co. for plaintiff.

Ms. Madhu Gadodia a/w. Mr. Vikramaditya Chavan and Ms. Pritha Mitra i/b. Naik and Naik and Co. for defendants.

— — — —

CORAM : K.R.SHRIRAM, J.

DATED : 9th APRIL 2021

P.C. :

1 Parties have entered into consent terms dated 8th April 2021.
Ms. Gadodia for defendants states defendant nos.4, 5 and 6, in compliance
with the order dated 7th April 2021, have given the donations of Rs.10,000/-
each. Mr. Nargolkar states that plaintiff's representative is present online
though I cannot see him and Mr. Nargolkar identifies him. Ms. Gadodia for
defendants states that the authorised signatory of defendant nos.1, 2, 3, 4
and 5, who has signed for himself and for defendant no.4, are present
online though I cannot see them and identifies them. The consent terms is
taken on record and marked "X" for identification.

2 Order in terms of the consent terms. All statements accepted as
undertakings to this Court. All undertakings are also accepted.

3 For ease of reference, the consent terms is scanned and reproduced hereinbelow :

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COM. II SUIT NO. 42 OF 2017

SUIT FOR INFRINGEMENT OF COPYRIGHT

Trimurti Films Pvt. Ltd.)
A company incorporated under the)
Companies Act, 1956 having its)
registered office at D-11, Commerce Centre,)
Link Road, Mumbai 400054) Plaintiff

Versus

1. Sona Cassette Industries Pvt. Ltd.)
A company incorporated under the)
Companies Act, 1956 having its Office at)
No. B-11 T Series Business Park, New)
Link Road, Andheri West, Mumbai)
400053)

2. Bhushan Kumar)
an individual, Having his office at, No)
B-32, T Series Business Park, New Link)
Road, Andheri West, Mumbai - 400053)

[Handwritten signatures and initials]

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3. Kishan Kumar)
 Indian inhabitant, Having his office at No)
 H-52 1 Series Business Park, New Link)
 Road, Andheri West, Mumbai - 400055)
4. Vinita Motion Pictures Pvt Ltd)
 A company incorporated under the)
 Companies Act 1956 having its Office at)
 11/11A, Pashan Milan, Sophia College)
 Lane, Warden Road, Mumbai 400026)
5. Mital Indria)
 Indian Inhabitant, Having his office at)
 11/11A, Pashan Milan, Sophia College)
 Lane, Warden Road, Mumbai 400026)
6. Vinita Motion Pictures Pvt Ltd)
 Company incorporated under the)
 Companies Act, 1956 having its Office at)
 805, 8th Floor, Plot - C/8 220, Locha)
 Supreme, Odessa, Thane, Dist. E. Maharashtra)
 Road, Worli Naka, Mumbai 400018)

... Defendants

CONSENT TERMS

- ... The Defendants have consented to a decree in terms of prayers 3(a) and 3(b) of the suit to the extent that it is a qualified verities; and the

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Defendants agree with the Plaintiff and undertakes in this Hon'ble Court that they shall forthwith comply with the same:

b. That the Defendants, its directors, subsidiaries, representatives, agents, associate concerns/firms, distributors and all other persons claiming through or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner whatsoever using / reproducing / performing / adapting / modifying / altering / communicating in the public or exhibiting in any other manner or form, the lyrics (as set out at Exhibit C to the Plaint) and the tune (under the original song KAH NACH TILAKHI (as set out in the compact disc at Exhibit D to the plaint) from the Plaintiff's film DEEWAR or any parts of the aforementioned works, in the infringing song (as described / defined in paragraph 19 of the plaint) or in any other song/ sound recording and for using or reproducing or performing or communicating to the public or in any manner exhibiting the aforementioned works of the Plaintiff or the infringing song (as described / defined in paragraph 10 of the plaint, within the Impugned Film titled RAAGHATHI (as referred to in paragraph 2 of the plaint) or any other cinematograph film or in any manner or medium (physical or non-physical, whatsoever).

c. That the Defendants, its directors, subsidiaries, representatives, agents, associate concerns/firms, distributors and all other persons claiming through or under them or acting on their behalf be restrained by a perpetual order and injunction of this Hon'ble Court from in any manner whatsoever exhibiting, releasing or exhibiting or communicating in the

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public or broadcasting or causing to be exploited, released or exhibited or communicated to the public or broadcasted, the Infringing Song (as described / defined in paragraph 19 of the plaint) or any other song or film which infringes the copyrights of the Plaintiff in the original song KALI DOON TUMHIY from the film DEEWAR or any underlying work thereof (i.e. the lyrics or tune or performance thereof) and from doing any of the above acts through any physical or non-physical medium including without limitation in cinema halls, the internet, satellite, DVD, blue ray discs, removable or embedded drives, ring tones, MP3, CDs, CDR, ring tones, caller tones, or any soft / digital method of displaying the said infringing material either on visual medium or on audio medium;

2. Defendant No. 1 hereby agrees with the Plaintiff and undertakes to this Hon'ble Court that simultaneously with the execution of these terms it shall pay to the Plaintiff a sum of INR 9,00,000/- (Rupees Nine Lakhs Only) excluding GST as may be applicable towards full and final settlement of the claim for damages made by the Plaintiff in the present suit against all the Defendants abovesanctioned. The said Defendant shall transfer the amount to the Plaintiff's bank account on or before 12 April 2021, details of which account are set out heretobelow:

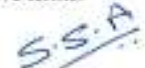
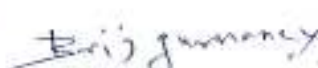
Details of Plaintiff's bank account for payment of monies	
Account number:	7913247911
IFSC code:	KKBK0001378
Branch:	KOTAK MAHINDRA BANK

[Handwritten signatures and initials]

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	Bhabha Building, Tardeo Road, Mumbai - 400 007
Name of account holder:	TRIMURTI FILMS PVT LTD

3. Defendant No. 1 represents to the Plaintiff and to this Hon'ble Court that it is the sole and exclusive owner of all exploitation rights in the Impugned Film. Defendant No. 1 undertakes that the Infringing Song will not be exploited or permitted to be exploited in any manner whatsoever, including, as a part of the Impugned Film or in any mode and/or medium.
4. The Parties shall keep these Consent terms private and confidential and shall not disclose the same to any third party. The Plaintiff shall not make any statement to the press or reveal the terms of these Consent Terms to the press or any publication in any manner whatsoever. The Plaintiff represents that the Plaintiff has not filed any other proceeding and shall not be entitled to file any other proceeding, civil and/or criminal in relation to the dispute forming the subject matter of the said Suit (*defined hereinbelow*). The Plaintiff hereby irrevocably withdraws all allegations and quits all claims against the Defendants in relation to the dispute forming the subject matter of the said Suit.
5. The Parties agree that the present suit being Commercial (IP) Suit Number 723 of 2017 and Notice of Motion Number 646 of 2017 be disposed off in accordance with the above terms.





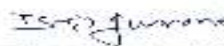

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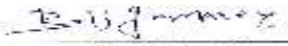
6. Each party agrees to bear its own costs.

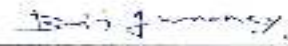
Date: this 8th day of April 2021

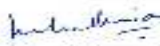

For Triumf Films Pvt. Ltd.
Vinesh Mehta
Authorized Signatory
Plaintiff

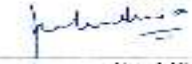

Khaitan & Co.
Advocates for the Plaintiff


For Super Cassettes Industries Pvt Ltd
Brij Mohan Gurnaney
Authorized Signatory
Defendant No. 1

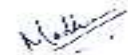

For Bhushan Kumar
Brij Mohan Gurnaney
Power of Attorney Holder
Defendant No. 2


For Krishan Kumar
Brij Mohan Gurnaney
Power of Attorney Holder
Defendant No. 3


For Vertex Motion Pictures Pvt. Ltd
Pooja
Defendant No. 4


For Milan Lathia
Defendant No. 5


For Mangal Murti Films Pvt Ltd
Mangal Murti
Defendant No. 6


Naik Naik & Co.
Advocates for the Defendants

4 Suit accordingly stands decreed in terms of prayer clauses – (b) and (c). Drawn up decree dispensed with. Refund, if any, of court fees in accordance with rules. All interim applications also stand disposed.

5 All to act on authenticated copy of this order.

(K.R. SHRIRAM, J.)