

Sharayu Khot.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL IPR SUIT NO. 149 OF 2023

WITH

INTERIM APPLICATION NO. 2094 OF 2023

Phonographic Performance Limited

...Plaintiff

Versus

MFAR Hotels and Resorts Private Limited &
Ors.

...Defendants

Mr. Amogh Singh, Mr. Asmant Nimbalkar, Mr. Anil Kumar Singh, Mr.
Josiah Manoharan i/by D.P. Singh for the Plaintiff.

Mr. Rajeev Ravi for the Defendants.

CORAM : R.I. CHAGLA J

DATE : 29 September 2023

ORDER :

1. The Plaintiff and Defendants have entered into the
Consent Terms. Consent Terms dated 28th July 2023 have been
tendered, taken on record and marked 'X' for identification.

SHARAYU
PANDURANG
KHOT

Digitally
signed by
SHARAYU
PANDURANG
KHOT
Date:
2023.10.05
17:45:28
+0530

2. The Consent Terms are signed by the authorised
representative of the Plaintiff and the Advocate for the Plaintiff as

well as authorised representative of the Defendant No. 1 and Advocate for the Defendant No. 1.

3. Appended to the Consent Terms is the Resolution of the Board of Directors of the Plaintiff authorising the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms is the resolution passed by the Board of Directors of Defendant No. 1 authorising the signatory to the Consent Terms to execute the Consent Terms.

4. Under clause 8(b) of the Consent Terms, the parties have agreed that the names of Defendant Nos. 2 to 5 shall be deleted from the proceedings forthwith.

5. Accordingly, the Suit is disposed of as withdrawn against Defendant Nos. 2 to 5.

6. I am satisfied that the Consent Terms are in order, not contrary to law and have been drawn by the parties of their own volition in reflection of their true intentions.

7. The undertakings, if any, in the Consent Terms being accepted as undertakings to the Court.

8. Defendant No. 1 has in clause 5 of the Consent Terms agreed to pay licence fee (inclusive of taxes) in respect of their property, the Westin Chennai Velachery in the manner provided in the tabular form at Clause 5. Further, Defendant No. 1 has agreed and undertaken to procure a prior licence from the Plaintiff before communicating the sound recording at all their premises and any other commercial establishment mentioned in the Consent Terms by paying the requisite licence fee in advance as per the prevailing tariff of the Plaintiff. Defendant No. 1 undertakes not to play any sound recording work of the Plaintiff in any manner without procuring a licence in the future.

9. The Suit is disposed of and decreed in accordance with the Consent Terms.

10. Interim Application No. 2094 of 2023 does not survive and is accordingly disposed of.

11. Drawn up decree/ order is dispensed with unless the parties seek drawn up decree/ order, in which case they are entitled to apply.

12. A soft copy of the Consent Terms will be uploaded as the second order in the matter.

13. The Registry is to ensure that the hard copy of the signed Consent Terms is permanently retained on file as part of the record and is not sent for destruction in the ordinary course.

14. Court fees are to be refunded in accordance with the Rules. For the purposes of Section 43 of the Maharashtra Court Fees Act and the proviso to that Section, today's date is the date of making a claim for repayment. The Prothonotary & Senior Master will issue a certificate for a refund of Court Fees computed according to the Rules. He will act on production of an authenticated copy of this order without requiring a separate application.

[R.I. CHAGLA J.]