

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 143 of 2023

WITH

INTERIM APPLICATION NO. 2092 OF 2023

Phonographic Performance Limited

...Plaintiff

Versus

Coral Reef

...Defendant

Mr. D.P. Singh, Mr. Asmant Nimbalkar, Mr. Neeraj Nawar, Ms. Shivani Rane, Mr. Anil Kumar Singh for the Plaintiff.

Rony P.J. i/by Rony & Co. for the Defendant.

Mr. Jackson Aiman, Representative of the Plaintiff.

CORAM : R.I. CHAGLA J

DATE : 21 August 2023

ORDER :

1. The Plaintiff and the Defendant have arrived at a settlement in the above Suit. Consent Terms dated 18th August 2023 are tendered and taken on record and marked 'X' for identification.

2. The Consent Terms have been signed by the authorised

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PANDURANG
KHOT

Digitally
signed by
SHARAYU
PANDURANG
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Date:
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representative of the Plaintiff and the Advocate for the Plaintiff as well as authorised representative of the Defendant and the Advocate for the Defendant.

3. Appended to the Consent Terms are the certified copy of the Resolution passed by the Board of Directors of the Plaintiff authorising signatory to the Consent Terms to execute the Consent Terms. Further, there is an authorisation letter dated 7th February 2023 of the Defendant authorising the signatory to the Consent Terms to execute the Consent Terms on behalf of the Defendant.

4. 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.

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

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

7. The Defendants have paid a sum of Rs. 3,54,000/- including GST for the period from 1st January 2023 to 31st December 2023 for the subject Hotel by NEFT particulars of which have been mentioned in the Consent Terms towards the final settlement for the licence period without any dispute or demur.

8. In view of disposal of the Suit, Interim Application No. 2092 of 2023 does not survive and is accordingly disposed of.

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

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

11. 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.

12. 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.]