

Kavita S. J.

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

COMMERCIAL IPR SUIT NO.235 OF 2023

Phonographic Performance LimitedPlaintiff

Versus

Gujarat JHM Hotels Limited & Ors.,Defendants

WITH
INTERIM APPLICATION (L) NO.38673 OF 2022
IN
COMMERCIAL IPR SUIT NO.235 OF 2023

Mr. Amogh Singh a/w Mr. Asmant Nimbalkar, Mr. Lorkins D'souza,
Mr. Anil Kumar Singh, Mr. Rahul Arora i/b Mr. D.P. Singh,
Advocates for Plaintiff.

Mr. Jackson Aiman, Authorized Representative of the Plaintiff
present.

Mr. Sudhir Gupta, Director of Defendant, through V.C. present.

CORAM : R.I. CHAGLA, J.

DATED : 13H FEBRUARY, 2024.

KAVITA
SUSHIL
JADHAV

Digitally signed
by KAVITA
SUSHIL JADHAV
Date: 2024.02.13
18:15:13 +0530

ORDER :

1. The Plaintiff and Defendants have arrived at a settlement
in the above Suit. The learned Counsel appearing for the Plaintiff has

tendered the Consent Terms dated 29th January, 2024 which is taken on record and marked 'X' for identification. The Consent Terms have been signed by the authorized Representative of the Plaintiff and by the Advocate for the Plaintiff as well as by the authorized Representative of the Defendants. Appended to the Consent terms is the Resolution passed by the Board of Directors of the Plaintiff in its meeting held on 29th December, 2021 authorizing the signatory to the Consent Terms to execute the Consent Terms. Further appended to the Consent Terms is the Resolution of the Board of Directors of the Defendant No.1-Company authorizing the signatory to the Consent Terms to execute the Consent Terms.

2. 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.

3. The undertakings in the Consent Terms being accepted as undertakings to the Court.

4. The Defendants have agreed in Clause 5 of the Consent Terms to pay License Fee as mentioned in the tabular form in the said

Paragraph and which License Fee is subject to deduction of TDS at 10% i.e. Rs.65,448/-. In Clause 6 of the Consent Terms it is stated that the Defendants have paid to the Plaintiff a total amount of Rs.7,06,835/- via NEFT numbers mentioned in the tabular form in the said Paragraph.

5. The Defendants have agreed that the Plaintiff shall have liberty by way of filing for a Civil remedy against the Defendants, in case the Defendants fail to comply with the Consent Terms, whereby all expenses including costs, risks shall be borne by the Defendants.

6. The Suit is accordingly disposed of and decreed in terms of the Consent Terms.

7. The Interim Application (L) No.38673 of 2022 does not survive and is accordingly disposed of.

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

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

10. 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.

11. 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.]