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

COM IPR SUIT NO.193 OF 2024

Phonographic Performance Ltd.

...Plaintiff

Versus

VVA Hotels Private Ltd. & Ors.

...Defendants

Amogh Singh, Asmant Nimbalkar and Anil Kumar Singh i/b. D.P.
Singh for the Plaintiff.

Samrat Patil, Authorized Representative for the Plaintiff.

P.K. Subbaraman, Authorized Representative of the Defendant.

CORAM : R.I. CHAGLA J.

DATE : 4TH OCTOBER, 2024.

ORDER :

1. The Plaintiff and Defendants have arrived at a settlement in the above matter. Consent Terms dated 30th September, 2024 are tendered and taken on record and marked 'X' for identification. Consent Terms have been signed by the Plaintiff through Authorized Representative and by the Defendants through Authorized Representative as well as by the Advocates for the Plaintiff.

2. Appended to the Consent Terms are the necessary authorizations of the Plaintiff authorizing the signatory to the Consent Terms to execute the Consent Terms. Further, appended to the Consent Terms is the necessary authorization of Defendant No.1 authorizing Mr. P.K. Subbaraman, Executive Director of Defendant No.1 to execute the Consent Terms. Mr. P.K. Subbaraman is present virtually. Further, the signatory on behalf of the Plaintiff also present in Court.

3. 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.

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

5. The Defendants have paid the Plaintiff total amount of Rs.2,47,328/- as per the tabulation form in paragraph 4 of the Consent Terms after deducting TDS via Cheque No.203967 dated 6th August, 2024.

6. Mr. Amogh Singh, the learned Counsel appearing for the Plaintiff confirms receipt of the cheque on behalf of the Plaintiff.

7. Accordingly, the Suit is disposed of and decreed in accordance with the Consent Terms.

8. Interim Applications, if any, do not survive and are disposed of accordingly.

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.]