

Sharayu Khot.

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

COMMERCIAL IPR SUIT NO. 216 OF 2024
WITH
INTERIM APPLICATION (L) NO. 26338 OF 2024

Phonographic Performance Limited ...Plaintiff

Versus

Vijan Hotels Private Limited & Ors. ...Defendants

Mr. Amogh Singh a/w Mr. Asmant Nimbalkar, Mr. Anil Kumar Singh,
Mr. Neeraj Nawar, Ms. Mrunmayee Nagur and i/b. D.P. Singh for the
Plaintiff.

Mr. Jitendra Indolkar authorised representative for the Plaintiff
present.

Mr. Vishal Verma, General Manager of the Defendant No. 1 present
(through VC).

CORAM : R.I. CHAGLA J
DATE : 12 November 2024

ORDER :

1. The Plaintiff and the Defendants have arrived at a
settlement in the above Suit. The Consent Terms dated 17th October
2024 is tendered and taken on record and marked 'X' for
identification. The Consent Terms have been signed by the authorised
representative of the Plaintiff and Advocate for the Plaintiff as well as

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authorised representative of the Defendant.

2. Appended to the Consent Terms is the authorisation of the Plaintiff authorising the signatory on their behalf to execute the Consent Terms. Further, appended to the Consent Terms is the authorisation of Defendant No. 1 through their Directors, who are Defendant Nos. 2 and 3 authorising the signatory on their behalf to execute the Consent Terms. Further, the document of identification of the signatories of the Defendant is also appended to the Consent Terms.

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

6. Interim Application (L) No. 26338 of 2024 does not

survive and is accordingly disposed of.

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

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

9. 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.

10. 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.]