

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL IP SUIT NO. 342 OF 2024
WITH
INTERIM APPLICATION (LODGING) NO. 35488 OF 2024**

Phonographic Performance Limited ... Plaintiff/Applicant

vs.

Eros Grand Resorts and Hotels

Pvt. Ltd. and others ... Defendants/Respondents

Mr. D. P. Singh a/w. Mr. Asmant Nimbalkar and Mr. Anil Kumar Singh for plaintiff/applicant.

Mr. Vinayak Marwah (through V.C.) for defendants/respondents.

Mr. Jackson C. Aiman, authorized representative of the plaintiff/applicant.

CORAM : MANISH PITALE, J.

DATE : 16th APRIL, 2025

P.C. :

. The learned counsel for the parties inform this Court that the disputes between the plaintiff and defendant No.1, of which defendant Nos.2 to 5 are the directors, have been resolved and that the consent terms have been executed.

2. The consent terms signed by the authorized representative of the plaintiff and by Mr. Satish Kumar (defendant No.4, who is one of the directors of defendant No.1), are tendered. The same are taken on record and marked 'X'.

3. It is jointly stated by the learned counsel appearing for the parties that since one of the directors of defendant No.1 has signed the consent terms and the dispute essentially being between the plaintiff and defendant No.1, the consent terms are binding on all the parties to the present suit. The said statement is accepted. It is recorded that the amount stated in paragraph No.6 of the consent

terms is already received by the plaintiff.

4. Copies of board resolutions authorizing the aforesaid signatories on behalf of the plaintiff and defendant No.1 respectively, are annexed to the consent terms. Copy of Aadhar Card of defendant No.4 Mr. Satish Kumar, having signed on behalf of defendant No.1, is also annexed to the consent terms.

5. Suit is disposed of as per the consent terms. Decree be drawn up accordingly.

6. The undertakings recorded in the consent terms are accepted as undertakings to this Court. The signatories to the consent terms are directed to abide by their respective obligations, as per the consent terms.

7. A soft copy of the consent terms shall be uploaded as second order in the matter. A hard copy of duly signed consent terms shall be retained in the record and shall not be sent for destruction in the usual course.

8. The Court fees shall be refunded as per rules. For the purpose of Section 43 of the Maharashtra Court Fees Act and the proviso thereto, today's date shall be the date of making a claim for repayment. The Prothonotary and Senior Master shall proceed to issue a certificate for refund of Court fees, on the basis of an authenticated copy of this order, without insisting upon a separate application.

9. In view of the disposal of the suit, pending applications, if any, also stand disposed of.

(MANISH PITALE, J)