

(2023) 06 DEL CK 0015

In the Delhi High Court

Case No : Civil Suit (COMM) No. 853 Of 2022

Phonographic Performance Limited

APPELLANT

Vs

Sports And Leisure Apparel Limited & Ors

RESPONDENT

Date of Decision : 01-06-2023

Acts Referred:

Code of Civil Procedure, 1908 — Order 23 Rule 3

Citation : (2023) 06 DEL CK 0015

Hon'ble Judges : C.Hari Shankar, J

Bench : Single Bench

Advocate : Ankur Sangal, Raghu Vinayak Sinha, Rohan Rohatgi

Judgement

C.Hari Shankar, J

I.A.11196/2023 (under Order XXIII Rule 3 of the CPC)

1. The disputes between the parties stand settled and the present application has been jointly filed by them under Order XXIII Rule 3 of the CPC praying that the suit be decreed in terms of the said settlement. The terms of the settlement read thus:

"i. That the Defendant No.1 has agreed to take a copyright license from the Plaintiff to use the Plaintiff's works in their stores which are currently operating as per the non refundable payment schedule annexed to the present application and marked as DOCUMENT - 1.

ii. The Defendant No. 1 accepts that the license fee being paid by it is only for the purpose of usage of the Plaintiff's copyrighted works as background music in its stores and in case the Defendant No. 1 wishes to organize an event in any of its premises and utilize the Plaintiff's works, it will take a separate event license for the same.

iii. In view of the aforesaid, the Plaintiff agrees to forgo the reliefs of damages and costs as claimed in Prayers (ii), and (iii) of the Plaint.

4. That the parties have agreed that the present suit being CS (COMM) No. 853 of 2022 before this Hon'ble Court be decreed in the aforesaid terms. Further, it is agreed between the parties that all disputes and differences arising out of this Suit stands settled conclusively in terms of paragraph 3 above.

5. That on the basis of the representation made by the Defendant No.1 that Defendant Nos. 2 to 8 have no direct correlation with the present lis, the Plaintiff agrees to not claim any relief against the said Defendants in the present matter."

2. In view of the aforesaid terms of settlement, no dispute survives for consideration in the present suit. Learned Counsel are present on behalf of their respective clients. They undertake on their behalf to remain bound by the terms of settlement.

3. The Court has perused the terms of settlement and finds them to be lawful and enforceable.

4. As such, the suit stands decreed in terms of the aforesaid terms of settlement arrived arrived at between the parties by which the parties shall remain bound.

5. The plaintiff would be entitled to refund of court fees, if any, deposited by it.

6. The next date of hearing fixed in the matter stands cancelled.