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

NOTICE OF MOTION (L) NO.1881 OF 2019

IN

COMMERCIAL I.P.SUIT NO.604 OF 2019

Essel Vision Productions Limited)...Applicant/Plaintiff

V/s.

Movie Makers INC and Ors.)....Defendants

Mr.Hiren Kamod a/w Mr.Kunal Parekh i/by Dua Associates AOR for plaintiff/applicant.

[Mr.Rahul Mehta-authorized signatory of plaintiff present in Court].

Ms.Saveen T.Bedi for defendant nos.1 to 3.

Mr.Manish Vig for defendant no.4.

[Mr.Prakash Raj-defendant no.4 present in Court].

Mr.Sandeep Bajaj a/w Mr.Disha Ponda i/by ANP Partners for defendant no.6.

CORAM : K.R.SHRIRAM,J

DATE : 23.8.2019

P.C.:-

1. Mr.Vig for defendant no.4 states that defendant no.4 has not been able to comply with the undertaking given to this Court as recorded in the order dated 9.8.2019. Mr.Vig states defendant no.4 is present in Court and identifies him.

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2. Mr.Kamod for plaintiff and Mr.Vig state that parties have entered into a fresh understanding by which defendant no.4 shall pay sum of Rs.2 crores today. On instructions from defendant no.4, Mr.Vig states that defendant no.4 is handing over cheque of Rs.2 crores dated 23.8.2019 drawn in favour of plaintiff. Defendant no.4 who is present in Court personally assures the Court that this cheque will be honoured on presentation. Defendant no.4 also states that plaintiff can deposit the cheque today itself or tomorrow or on Monday and the cheque will be honoured on presentation. Assurance as an undertaking to this Court is accepted. Defendant no.4 is already in breach of orders passed by this Court. It was made clear to defendant no.4 that, if for any reason, this cheque get dishonoured, it will be viewed as an aggravated contempt of Court and question of giving any Show Cause Notice as to why defendant no.4 should not be held guilty of contempt of Court would not arise. The Court will straightaway sentence and pass orders as the consequences of the cheque getting dishonoured has been explained to defendant no.4. Defendant no.4 was also warned that Court cannot be taken for granted and process of Court cannot be abused. Defendant no.4 was warned that he will be sent to jail. At that stage defendant no.4 once

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again personally assured that the cheque will be honoured on presentation.

Defendant no.4 shall also file an affidavit within one week tendering unconditional apology and explaining the reason for committing breach of the undertakings given to this Court on 9.8.2019 and 30.4.2019 and serve a copy thereof upon plaintiff.

3. As regards the balance of Rs.3,88,00,000/- is concerned, parties have tendered draft consent minutes of order dated 23.8.2019 which for ease of reference is scanned and reproduced below. Counsel requested that Court may pass order based on the draft tendered.

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL NOTICE OF MOTION NO. 2065 OF 2019
IN

X
23/8/19

COMMERCIAL (I.P) SUIT NO. 604 OF 2019
Essel Vision Productions Limited ... Plaintiff
Versus ... Defendants
Movie Makers Inc. & Ors.

CONSENT MINUTES OF ORDER

1. The Defendant No.4 agrees and undertakes to make payment to the Plaintiff in the sum Rs. 2,00,00,000/- (Rupees Two Crores only) vide cheque dated 23rd August 2019 bearing no. 907195 drawn on Karnataka Bank Limited. The Defendant No.4 agrees and undertakes that the said cheque shall be honoured when presented for payment by the Plaintiff.
2. The Defendant No.4 further undertakes to make payment of the balance sum of Rs 3,88,00,000/- (Rupees Three Crores Eighty Eight Lakhs only) to the Plaintiff on or before 22nd February 2020. *or before the exploitation/release through or any medium and/or exploitation in any territories, whichever is earlier.*
3. The Defendant No.4 agrees and undertakes in the event of default in making any of the aforesaid payment the Defendant No.4 shall pay interest to the Plaintiff at the rate of 12% p.a. on a sum of Rs 3,88,00,000/- from today payment/realization.
4. The Defendant No.4 further undertakes that the Defendant No.4 shall pay all applicable taxes on the entire sum of Rs. 5,88,00,000/-(Rupees Five Crores Eighty Eight Lakhs only) or such sum as shall become due in the event of default of the Defendant No.4 in making the aforesaid payments. This payment will be made with the final payment i.e. on or before 22nd February 2020.
5. The Defendant No.4 agrees and undertakes to abide by the rest of terms as setout in the Consent Terms dated 23rd April 2019.

Prakash Raj
Monish Vig
23/8/19

Rahul Mehta
23/8/19

Dated 23rd day of August 2019

Defendant No.4
Prakash Raj
Mr. Prakash Raj
Monish Vig
Mr. Monish Vig

For Plaintiff
Rahul Mehta
Mr. Rahul Mehta
Authorized Signatory
M/s Dha Associates

Advocate for the Defendant No.4

Advocate for the Plaintiff

4. The time as mentioned in paragraph-2 of the consent terms dated 30.4.2019 is extended to 22.2.2020 or before the exploitation/release through or on any medium and/or in any territories whichever is earlier. Defendant no.4 further undertakes that in the event of default in making the aforesaid payment of Rs.3,88,00,000/-, defendant no.4 shall pay interest to plaintiff @ 12% p.a. on the amount of Rs.3,88,00,000/- from today till payment/realization. Statement accepted as undertaking to this Court.

Rest of the terms and conditions as set out in the consent terms dated 30.4.2019 remains unaltered.

Stand over to 30.8.2019 for compliance.

(K.R.SHRIRAM,J)

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