

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

**INTERIM APPLICATION (L) NO. 33390 OF 2022**  
**IN**  
**COMMERCIAL SUIT (L) NO. 33386 OF 2022**  
**WITH**  
**COMMERCIAL SUIT (L) NO. 33386 OF 2022**

Azure Entertainment Pvt. Ltd.

..Applicant/Org. Plaintiff

Vs.

Maruti International & Ors.

..Defendants

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Dr. Birendra Saraf, Senior Counsel a/w Anand Mohan, Nishit Dhruva, Khushboo Chhajed, Yash Dhruva & Shahbaz Malbari i/b. MDP & Partners, for the Applicant/Plaintiff.

Mr. Hiren Kamod a/w Ankoosh Mehta, Sarah Navodia, Aman Parekh i/b. Cyril Amarchand Mangaldas for Defendant Nos. 1 to 3.

Mr. Rashmin Khandekar a/w Megha Chandra-Bagchi & Ajay Basutkar i/b. Ajay Basutkar for Defendant No.4.

Mr. Aditya Khanna, Representative of the Plaintiff is present.

Mr. Ashok Thakeria, Defendant No.2 and Partner of Defendant No.1 is present.

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CORAM:- **B. P. COLABAWALLA,J.**  
DATE :- **NOVEMBER 30, 2022.**

**P. C.:**

1. In the above Interim Application, an order was passed on 20<sup>th</sup> October, 2022, wherein this Court opined that at the ad-interim stage, no relief could be granted in relation to the film “**Thank God**” and the Defendants were given time to file their affidavit in reply. The matter was thereafter placed on board on 22<sup>nd</sup> November, 2022 for other ad-interim reliefs.

2. When the above matter came up on 22<sup>nd</sup> November, 2022, Dr. Saraf, the learned Senior Counsel fairly stated that in light of the order dated 20<sup>th</sup> October, 2022 and the subsequent events, the Plaintiff was not pressing for ad-interim reliefs in terms of prayer clauses (i) to (iv) of the Interim Application. He submitted that the Interim Application would only survive for ad-interim reliefs in terms of prayer clause (v). This is how the matter was placed before me today.

3. After the matter was argued for some time, both parties agreed that the above Suit itself can be disposed of in the following terms:

- i. There shall be a decree against Defendant Nos. 1 to 3 to jointly and severally pay to the Plaintiff a sum of Rs. 4.50 crores together with interest @ 10% p.a. plus GST under Clause 11 of the Second Addendum dated 21<sup>st</sup> October, 2020 (Exhibit-D to the plaint).
- ii. As and by way of a concession, the Plaintiff agrees to accept a sum of Rs. 3.75 crores in full and final settlement of the above decree in the following instalments:

Rs. 60,00,000/-	On or before 3 <sup>rd</sup> December, 2022
Rs. 31,66,666/-	On or before 15 <sup>th</sup> January, 2023
Rs. 31,66,666/-	On or before 1 <sup>st</sup> March, 2023
Rs. 31,66,666/-	On or before 15 <sup>th</sup> April, 2023
Rs. 31,66,666/-	On or before 30 <sup>th</sup> May, 2023
Rs. 31,66,666/-	On or before 14 <sup>th</sup> July, 2023
Rs. 31,66,666/-	On or before 28 <sup>th</sup> August, 2023
Rs. 31,25,000/-	On or before 28 <sup>th</sup> September, 2023
Rs. 31,25,000/-	On or before 28 <sup>th</sup> October, 2023
Rs. 31,25,000/-	On or before 28 <sup>th</sup> November, 2023
Rs. 31,25,000/-	On or before 30 <sup>th</sup> December, 2023

- iii. The liability to pay GST, if any, shall be borne by Defendant Nos. 1 to 3.
- iv. In the event Defendant Nos. 1 to 3 commit any default in making payment of a single instalment, then the entire decretal amount of Rs. 4.50 crores together with interest @ 10% p.a. shall become forthwith due and payable (as set out in paragraph 3(i) above) and the Plaintiff shall be entitled to execute this decree for the entire sum, after giving credit for the amounts already received. Since time to make payment has been granted by consent, the same shall not be varied without the consent of both parties.

4. The above Suit is decreed in the aforesaid terms. No order as to costs. Drawing and sealing of the decree is dispensed with.

5. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

**( B. P. COLABAWALLA, J. )**