

MUSIC AND VIDEO PERFORMANCE INC.,)
Opposer,)
)
- versus -)
)
CENTERSTAGE FAMILY KTV,)
Respondent)
x-----x

IPV No. 10-2011-00013
For: Infringement of Copyright
and Damages

Decision No. 2012-02

DECISION
BASED ON COMPROMISE AGREEMENT

MUSIC AND VIDEO PERFORMANCE INC. (“Complainant”) filed on 26 July 2011, a complaint against CENTERSTAGE FAMILY KTV (“Respondent”) for alleged copyright infringement. The Complainant assails the Respondent’s alleged unauthorized commercial use of its copyrighted sound recordings and/or music videos in Respondent’s business establishments.

The Respondent filed its Answer on 01 September 2011 refuting the material allegations of the Complainant.

In compliance to Office Order No. 154, s. 2010 (“*Rules of Procedure for IPO Mediation Proceedings*”) and Office Order No. 197, s. 2010 (“*Mechanics for IPO Mediation and Settlement Period*”), this Bureau issued on 15 September 2011 Order No. 2011-277 referring the case to mediation.

On 23 December 2011, this Bureau received a “MEDIATOR’S REPORT” indicating the successful mediation of the instant case. Attached to the report is the parties’ “COMPROMISE AGREEMENT” submitted to this Bureau for approval. The agreement states, among other things:

“NOW, THEREFORE, in view of the above premises and for other good and valid considerations, the Parties hereby agree as follows:

- “1. CENTERSTAGE FAMILY KTV hereby agrees to pay Fees corresponding to its use of musical works licensed by or under MUSIC and VIDEO PERFORMANCE INC. for 2011 and 2012;
- “2. MUSIC VIDEO AND PERFORMANCE INC. hereby agrees that the payment of fees for 2011 and 2012 for the use of musical works under its management will constitute as FULL payment of ALL its claims against CENTERSTAGE FAMILY KTV for the use of musical works under its management;
- “3. MUSIC AND PERFORMANCE INC. further agrees to withdraw its Complaint for Infringement of Copyright and Damages against CENTERSTAGE FAMILY KTV filed before the Intellectual Property Office of the Philippines (IPPhil) docketed as IPV No. 10-2011-00013;
- “4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the parties, their assignees or successors-in-interest exclusively.
- “5. The parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPV No. 10-2011-00013.

- “6. The parties undertake to observe the terms and conditions of this Agreement in utmost good faith.
- “7. Each party shall bear its respective expenses, including but not limited to, attorney’s fees and filing fees, incurred in this case.
- “8. This Agreement shall become effective and enforceable immediately upon approval by the IP Phil of a duly signed copy thereof.

This Bureau finds that the Agreement has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good custom, public order or public policy.

In this regard, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced in accordance with the pertinent rules of Intellectual Property Office of the Philippines and the Rules of Court (Sec. 5, Office Order No. 154, s. 2010)

WHEREOF, premises considered, the parties’ COMPROMISE AGREEMENT is hereby APPROVED. Accordingly, with the approved COMPROMISE AGREEMENT having the force and effect of a decision or judgment, the parties are enjoined to faithfully comply with the terms set forth therein.

SO ORDERED.

Taguig City, 24 January 2012.

ATTY. NATHANIEL S. AREVALO
Director IV, Bureau of Legal Affairs