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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :13.08.2015

CORAM

THE HONOURABLE MR. JUSTICE **G.CHOCKALINGAM**

**C.S.No.82 of 2011**

Mahendra Kumar Jain

.. Plaintiff

Vs.

1.M.Prakash Raj  
2.LKalitha Kumari

... Defendants

**PRAYER:** This Civil Suit filed under Order VII, Rule 1 & 2 of C.P.C. read with order IV, Rule 1 of O.S. Rules and Sections 19,55 & 62 of the Copy right Act 1957, praying for the following relief:

(a) directing the defendants to pay jointly and severally a sum of Rs.79,99,321/- (Rupees Seventy Nine Lakhs Ninety Nine Thousand Three Hundred Twenty One only) together with interest at the rate of 18% per annum from the date of this suit till the date of repayment;

b) for a declaration that the plaintiff is the absolute owner of the copy right in the Tamil Film"PAYANAM" produced by the 1<sup>st</sup> defendant with Mr.Radha Mohan as director and the 1<sup>st</sup> defendant and Mr.Nagarjuna as lead actors, including the copy right of exhibition, exploitation, distribution in all the territories including world negative rights world territorial rights for all the areas in all dimensions and remake rights in



any other language, world television and world video rights, cable TV rights and all other rights that would come into play in future;

c) permanent injunction restraining the 1<sup>st</sup> defendant, his agents and servants, any person and every person claiming under him or through him from in any manner interfering with the plaintiff's copyright in the Suit film "PAYANAM" produced by the 1<sup>st</sup> defendant with Mr.Radha Mohan as Director and the 1<sup>st</sup> defendant and Mr.Nagarjuna as lead actors and from dealing with the said film or its copyrights in any manner whatsoever, including releasing, exhibition and exploiting of the suit film, in present or in future and

d) directing the defendants to pay costs.

For Plaintiff : Mr.Abdul Hameed for  
M/s.Anand Abdul & Vinodh Associates

For Defendants : Mr.A.Chidambaram

### **JUDGMENT**

Both the learned counsel for the plaintiff and defendants are present. The first defendant has entered into a compromise with the plaintiff and they have also filed a compromise memo. The said compromise memo is recorded. It is stated that the suit as against the second defendant is not pressed.



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2. The joint memo of compromise filed by the plaintiff and the first defendant reads as follows:

"The 1st defendant had agreed to pay a total sum of Rs.17,50,000/- (Rupees Seventeen Lakhs and Fifty thousands only) to the plaintiff in full and final settlement of the amounts claimed in the above suit and the plaintiff had also agreed to for the same.

2. The plaintiff had instructed the first defendant herein to pay the said sum of Rs.17,50,000/- (Rupees Seventeen Lakhs and fifty thousand only) on his Account directly to Mr.Uththamchand, the plaintiff in C.S.No.1051 of 2009, bearing the amount agreed to be paid as per the said Mr.Utthamchand in full and final settlement of the claims in the suit in C.S.No.1051 of 2009 on the files of this Court and the 1<sup>st</sup> defendant herein had also agreed to for the same.

3. Therefore, the plaintiff herein hereby acknowledges the receipt of the entire sum of Rs.17,50,000/- (Rupees Seventeen Lakhs and fifty thousand only) agreed to be paid by the first defendant towards full and final settlement of the entire claims made by



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him against the defendants as above stated supra in clause 2.

4. The 1<sup>st</sup> defendant will be entitled to receive the original sale deed and other documents marked under Exhibit A16 (Deposit of Title Deeds), in the above suit in C.S.No.82 of 2011 directly from the Registry and the security furnished regarding the suit claim as per the interim orders passed by this Court shall stand discharged and the plaintiff will have no objection for the return of the said original documents by this Court to the 1<sup>st</sup> defendant. The Registry may be directed to hand over the original documents under Ex,A,.16 to the counsel for the defendants 1 & 2

5. the suit against the 2<sup>nd</sup> defendant is not pressed in view of the above full and final settlement among the plaintiff and the 1<sup>st</sup> defendant herein.

6. It is made clear that in view of the above settlement there will be no claims against the plaintiff and the 1st defendant any manner whatsoever in future.

7. Hence the plaintiff and the 1<sup>st</sup> defendant herein jointly pray that



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this Court may be pleased to record the above compromise and dismiss the suit accordingly without costs."

3. Accordingly, the suit is disposed of in terms of compromise memo entered into between the first defendant and the plaintiff. The suit as against the second defendant is dismissed as not pressed. The compromise memo shall form part of the decree. There shall be no order as to cost.

sd/.G.C.J

13.08.2015

//Certified to be a true copy//

Dated this the        day of                    2015.

R.s/21.09.2015

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.