

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:07.07.2015

CORAM:

THE HONOURABLE MR. JUSTICE K. RAVICHANDRABAABU

C.S.No.443 of 2015
& O.A.No.575 & 576 of 2015

M/s. Star Vijay Television Network
15, Jagannathan Street
Nungambakkam
Chennai-600 034.

..Plaintiff

-Vs.-

Film employees Federation of South India
36, Behind Sivan Koil
Jawaharlal Nehru Salai
100, Feet Road
Vadapalani
Chennai-600 026.

..Defendant

Prayer:- Suit filed under Order IV Rule 8 of
Original Side Rules read with Order VII Rule 1 and
Section 26 of Civil Procedure Code praying for a
judgment and decree as stated therein.

For Plaintiff : Mr.Satish Parasaran

Defendant : Mr.N. Raja Senthoo Pandian

J U D G M E N T

The above suit is filed seeking for the following reliefs:

"To pass a judgment and decree for:

a) perpetual injunction restraining the defendant, its men, servants, employees, agents, members, representatives or any other person acting under/through them from interfering with the operations of the plaintiff company by causing a disruption at shooting spots for programmes broadcast the plaintiff company, taking punitive measures or issuing censures against technicians or other personnel for participating in programme shoots for the plaintiff company, or in any manner whatsoever;

b) perpetual injunction restraining the defendant, its men,

servants, employees, agents, members, representatives or any other person claiming under/through them from, in any manner, illegally interfering with the business of the plaintiff's contractual relations with independent technicians employed by the plaintiff;

c) perpetual injunction restraining the defendant, its men, servants, employees, agents, members, representatives or any other person claiming under/through them from coercing the plaintiff company into hiring technicians only from among members of the defendant association or in any manner whatsoever;

d) the defendant be ordered and decreed to pay to the plaintiff a sum of Rs.25,01,000/- as damages for the losses caused due to the unlawful acts committed by the defendant,

including disruption of the programme shoots for the plaintiff company."

2. Today, a memorandum of compromise dated 7.7.2015 signed by both the parties as well as their respective counsel is filed before this Court. Mr. M.V.Bhaskar, Assistant Vice President (Legal) on behalf of the plaintiff and Mr.K.R.Selvaraj, Secretary of the defendant Company are personally present before this Court.

3. The learned counsel appearing on either side prayed that the suit may be disposed of in terms of the above compromise memo filed by the parties.

4. The terms of the compromise memo reads as follows:

"1. The compromise arrived at between the parties shall be binding in respect of their respective operations;

2. PARTY OF THE SECOND PART, in the case of any disputes with the PARTY OF THE FIRST PART, shall raise its demands in writing to provide the

PARTY OF THE FIRST PART with an opportunity to resolve the dispute amicably through mutual negotiation.

3. The PARTY OF THE SECOND PART shall provide at least three clear working days, from the date of receipt of the aforesaid notice, to the PARTY OF THE FIRST PART, in order to enable it to pursue negotiations and amicably resolve its demands.

4. The PARTY OF THE SECOND PART shall be entitled to go on strike, in accordance with law, in the event that the parties fail to amicably resolve the demands of the PARTY OF THE SECOND PART.

5. Based on the foregoing and without prejudice to any rights that are legally available to either party for the purpose of protecting its interest, the parties now execute the Memorandum of Compromise and

accordingly, the PARTY OF THE FIRST PART shall withdraw its claims as under C.S.No.443 of 2015."

5. Considering the fact that the parties have entered into a memorandum of compromise upon the terms and conditions as extracted supra, this suit is disposed of in terms of the above memorandum of compromise. The compromise memo dated 7.7.2014 shall form part of the decree . Consequently, the connected applications are closed.

Sd/.K.R.C.B.J

07.07.2015

//Certified to be a true copy//

Dated this the day of 2016

S.s/21.07.2016

COURT OFFICER

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

WEB COPY