

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.09.2016

CORAM

The HON'BLE MR.SANJAY KISHAN KAUL, CHIEF JUSTICE
AND

The HON'BLE MR.JUSTICE R.MAHADEVAN

C.S.No.174 of 2016

Hot Chips Restaurants (P) Ltd.
rep. by its Managing Director, Mr.R.Vasudevan
having its registered office at
No.1, First Floor, Srijees Flats, 177
Avvai Shanmugham Salai, Royapettah
Chennai – 600 014.

.. Plaintiff

Vs.

1. Adyar Ananda Bhavan Sweets and Snacks
a Partnership Firm
rep. by its Partner, Mr.K.T.Venkatesan
having office at No.9, 4th Street
Parameshwari Nagar, Adyar
Chennai – 600 020.
2. Adyar Ananda Bhavan Sweets India Private Limited
rep. by its Director, Mr.K.T.Venkatesan
having registered office at
No.9, M.G.Road, Sastri Nagar
Adyar, Chennai – 600 020.
3. Indian Railways Catering and Tourism
Corporation Limited
having its office at 6A
The Rain Tree Place
No.9, Mc Nichols Road
Chennai – 600 031.

.. Defendants

(2)

PRAYER: Plaint filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of the Code of Civil Procedure praying for a judgment and decree: (i) for permanent injunction against the defendants from in any manner disturbing the peaceful possession and running of the vegetarian restaurant by the plaintiff under the name and style of "Hot Chips" at AAB Food Plaza, Egmore Railway Station, Egmore, Chennai – 8 either by way of disconnecting electricity connection or water connection or in any other manner whatsoever except by due process of law; (ii) to grant such other suitable reliefs that the case may deem fit and proper; and (iii) to pay the costs of the suit to the plaintiff.

For Plaintiff	: Mr.R.Krishnamoorthy Senior Counsel for Mr.C.Umashankar
For Defendants	: Mr.K.Ramu for defendants 1 and 2 Mr.V.G.Suresh Kumar for 3 rd defendant

JUDGMENT

(Judgment of the Court was delivered by the *Hon'ble Chief Justice*)

We have called for the suit by consent of parties.

2. In view of what was recorded in the appeal against the interlocutory order in O.S.A.No.151 of 2016 on 30.8.2016, the suit itself stands compromised and an affidavit has been filed by the plaintiff.

3. In terms of the affidavit filed by the plaintiff, who is the first respondent in the appeal, an undertaking has been given to handover

(3)

the vacant and peaceful possession of the schedule property on or before 31.3.2017 and the plaintiff, in this period, will also abide by all the terms and conditions imposed by the third defendant in the suit. The plaintiff has also undertaken to make payment, i.e., sales commission at the rate of 14.5% and user charges, maintenance charges and other charges mentioned and agreed between the plaintiff and defendants 1 and 2, as found in the Sub License Agreement dated 1.4.2013, by the 2nd and 17th of every month for the bills raised by defendants 1 and 2. It is further stipulated that any default in this payment would entitle defendants 1 and 2 to possession forthwith. The undertaking is not to seek any further extension beyond 31.3.2017.

4. The undertaking given by the plaintiff is accepted and in view thereof, the suit is disposed of as compromised in terms of the undertaking given. The decree sheet will be drawn up accordingly. The parties are left to bear their own costs.

(S.K.K., C.J.) (R.M.D., J.)
9.9.2016

Index : No
Internet : Yes
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THE HON'BLE CHIEF JUSTICE

(4)

AND
R.MAHADEVAN,J.

(sasi)

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