

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **12.09.2017**

CORAM:

THE HON'BLE MR.JUSTICE **C.V.KARTHIKEYAN****C.S.No.106 of 2017**

V.Thangavelu
S/o.P.Vaidyanathan,
No.20-A, Dhnalakshmi Nagar,
Iyyappanthangal, Chennai - 600 056.
Lessee - Raja Rajan Theatre, Thanjavur. ...Plaintiff

..Vs..

1. T.Muruganantham
No.4, Annai Indira Nagar,
K.K. Nagar, Chennai - 600 078.
2. S.Madhan Partner, Vendhar Movies,
14th Floor, Mango Block,
Appaswamy Towers,
Arcot Road, Vadapalani,
Chennai - 600 026.
3. M/s.Super Good Films Pvt. Ltd.,
Old No.32, New No.43,
North Boag Road,
T.Nagar, Chennai - 600 017.
represented by its Managing Director,
Mr.R.B.Choudary.
4. M/s.Sivabalan Pictures,
No.52, Kannammal Street,
Saligramam, Chennai - 600 093
represented by its Partner Dr.Sivabalan.
- 5.M/s.Gemini Colour Lab,
No.28, Bangar Colony, Near RTO Office,
K.K.Nagar, Chennai - 600 078,
represented by its Manager.

6. M/s.Cube Cinema Technology Pvt. Ltd.,
A subsidiary of M/s.Real Image Media Technology Pvt. Ltd.,
Represented by its Manager, No.42, Dr.Ranga Road,
Marvadi Thottam, Narasimhapuram,
Mylapore, Chennai - 600 004.
7. M/s.UFO Digital Cinema,
Rep. by its Manager,
J.B.Towers,
No.178/3 & 4, Kumaran Colony Road,
Vadapalani, Chennai - 600 026.
8. M/s.PXD Digital Cinema,
Prashant Group,
Rep. by its Manager,
No.28, Arunachalam Road,
Saligramam, Chennai - 600 093. ...Defendants

For Plaintiff	:	Mr.K.S.V.Prasad
For 1st Defendant	:	Mr.K.P.Sanjeev Kumar
For Defendants-2 to 8	:	Dismissed

PRAYER : Complaint has been filed Under Order IV Rule 1 of O.S. Rules read with Order VII, Rule 1 of Civil Procedure code, (a) directing the defendants 1 and 4 to pay to the plaintiff a sum of Rs.34,88,570/- together with interest at the rate of 26% p.a from 11.12.2014 the date of payment to the defendants 1 and 2 till the date of realization; (b) granting a permanent injunction restraining the defendants 1 to 8 herein, their men, agents, servants or anybody claiming through or under them, from in any manner whatsoever in releasing, distributing, exhibiting or exploiting the picture titled "MOTTA SIVA KETTA SIVA",

(Tamil - Colour) anywhere in the world in any manner including any electronic or digital modes, such as Qube, UFO etc.

J U D G M E N T

C.S.No.106 of 2017 had been filed seeking recovery and permanent injunction.

2. Memo of Compromise has been filed by the plaintiff, stating that the suit has been settled with the 1st defendant. The suit against the other defendants namely the 2nd to 8th defendants, is not pressed and consequently dismissed against them.

3. However, the decree is passed in accordance with the compromise memo as against the 1st defendant.

4. The terms of memorandum of compromise are recorded which as follows;

"The plaintiff and the 1st defendant above named humbly submit as follows:

WHEREAS the plaintiff had paid, under an Agreement dated 05.12.2014 and at the request of the 1st defendant, a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) to the 2nd defendant out of which, the sum Rs.22,61,560/- was due and payable to the plaintiff; and

WHEREAS the Defendants 1 and 2 with help of the

Defendants 3 and 4 produced the picture titled Motta Siva Ketta Siva and sought to release it with the aid the of Defendants 5 to 8; and

WHEREAS the plaintiff filed the comprehensive suti for the recovery of the amount due to him with interest totalling to the sum of Rs.34,88,570/-, together with future interest @ 26% p.a., from 11.12.2014 till the date of filing of the suit, from the Defendants 1 and 2; for permanent injunction restraining the defendants 1 to 8, from releasing, distributing, exhibiting or exploiting the picture titled Motta Siva Ketta Siva (Tamil - colour) and for costs of the suti, etc., in which the 1st defendant had not entered appearance; and

WHEREAS the plaintiff also filed an application in O.A.No.151 of 2017 for an Interim injunction restraining the defendants from releasing the said picture during the pendency of the main suit and also filed another application No.989/2017 against the defendants for a pro-order, both of which were dismissed on 09.03.2017 by a common order; and

WHEREAS the plaintiff preferred two appeals in O.S.A.No.72 of 2017 and 73 of 2017 against the said common order which were admitted and notices were ordered by the Hon'ble 1st Bench and are pending; and

WHEREAS on the advice of mutual friends and with a view to purchase peace, the plaintiff and the 1st

defendant have settled the matter between them amicably and agreed to carry on business between them, have negotiated and arrived at the following terms of compromise.

**NOW THIS MEMORANDUM OF COMPROMISE
WITNESSES AS FOLLOWS:**

1. The 1st defendant agreed to pay and the plaintiff agreed to receive, a sum of Rs.23,00,000/- (Rupees Twenty Three Lakhs only) in full and final settlement of all the suit claims in C.S.No.106 of 2017 on the file of this Hon'ble Court.
2. The 1st defendant agreed to and shall, pay the amount of Rs.23,00,000/- (Rupees Twenty Three Lakhs only) within 90 days from today.
3. In the event of the failure on the part of 1st defendant to pay the entire amount agreed herein, i.e., the aforesaid Rs.23,00,000/- (Rupees Twenty Three Lakhs only), within the aforesaid period of 90 days from this date, the entire suit claim for money shall become payable immediately on the following day, with costs of the proceedings and grant of injunction as prayed for.
4. The plaintiff gives up the defendants 2 to 8 in the suit and agrees to withdraw the Appeals in O.S.A.No.72 of 2017 and 73 of 2017.
5. The parties agreed to present this memo of

compromise in Court with a prayer to pass a decree in

C.V.KARTHIKEYAN, J

rna/ksa

terms of this compromise in the suit No.C.S.No.106 of 2017, as well as to withdraw the said two Appeals in O.S.A.No.72 of 2017 and 73 of 2017."

5. The memo of compromise is to form a part of decree. The memo of compromise has been signed by both the learned counsel for the plaintiff and 1st defendant and also plaintiff and 1st defendant.

6. The suit is decreed against the 1st defendant in terms of the memo of compromise and dismissed against the defendants-2 to 8.

12.09.2017

Index : Yes / No

Web : Yes / No

rna/ksa

WEB COPY

Judgment in
C.S. No.106 of 2017