

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.06.2017

CORAM

THE HONOURABLE MR.JUSTICE **V.PARTHIBAN**

C.S.No.532 of 2015
and
OA No.750 of 2015

M/s.Nemichand Jhabak
rep.by its Partner,
Mr.V.Hitech Jhabak

... Plaintiff

Vs

- 1.M/s.Sun TV Network Ltd.,
Murasoli Maran Towers,
No.73, MRC Nagar Main Road,
MRC Nagar,
Chennai-600 028
Rep.by its Managing Director.
- 2.M/s.Sumangali Publications Private Limited,
Murasoli Maran Towers,
No.73, MRC Nagar Main Road,
MRC Nagar,
Chennai-600 028,
rep.by its Director,
Mr.K.Kalanithi Maran
- 3.Gemini Industries & Imaging Limited,
(Gemini colour Laboratory,
Laboratory Department),
No.2, Vembuli Ammal Koil Street,
Virugambakkam,
Chennai-600 078

4.AVM Cine Lab,
No.7, N.S.K.Road,
Vadapalani,
Chennai-600 026

5.Madras Cine Laboratory,
48/5, Arcot Road (Majestic Studio Complex),
Saligramam,
Chennai-600 093

6.Prasad Film Laboratories,
22, Arunachalam Road,
Saligramam,
Chennai-600 093

7.Vijaya Color Laboratory,
9A, Kumaran Colony Main Road,
Vadapalani,
Chennai-600 026

... Defendants

Suit filed under Order VII Rule 1 of the Code of Civil
Procedure read with Order IV Rule 1 of the Original Side Rules.

For Plaintiff : Mr.Kalyan Jhabak for
M/s.Surana & Surana

For Defendants : M/s.M.Sneha

JUDGMENT

This suit has been filed for the following reliefs:

*(i) To cancel the agreement dated
03.11.2000 between the plaintiff and the 1st
defendant;*

(ii) consequently permit the plaintiff to pay to the 1st defendant the sum of Rs.44 lakhs

(iii) Consequently direct the 1st defendant to handover all world negative rights, original lab letters, beta tapes and other connected materials available in respect of the 81 suit schedule-mentioned Tamil Feature Films;

(iv) Consequently direct the 1st defendant to render true and proper accounts in respect of its telecasting and exploiting of the said 81 Tamil Feature Films since 03.11.2000;

(v) grant permanent injunction restraining the defendants, their men, representatives, agents and others through or under them from in any manner using or exploiting and/or creating any third party rights in respect of the satellite, broadcasting and other rights in all the suit schedule-mentioned 81 Tamil feature films, which vest only with the 1st plaintiff;

(vi) direct the 1st defendant to pay to the plaintiff the cost of the suit; and

(vii) pass any further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case."

2.The matter has been referred for mediation to the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras.

3.A communication dated 07.06.2017 of the Tamil Nadu Mediation and Conciliation Centre, High Court, Madras, enclosing a copy of its report dated 28.04.2017, has been received, wherein it is stated as follows:-

"The counsels for the plaintiff and the 1st defendant are present. The authorised signatory of the 1st defendant is also present. Both the plaintiff and the 1st defendant had arrived at a settlement and the Memorandum of terms of settlement is filed and the same is enclosed. Both the parties say that the other defendants are only formal parties and the plaintiff is not seeking any remedy against the other defendants. Hence the matter is sent back to the Hon'ble Court."

4.The parties have arrived at a settlement and a Memorandum of Understanding dated 03.04.2017 has been signed by the parties, duly attested by the respective counsel. The terms of the Memorandum of Understanding dated 03.04.2017 read as under:

"This Memorandum of Understanding entered into at Chennai on this 3rd day of April,2017."

BETWEEN

M/s.Sun TV Network Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its office at Murasoli Maran Towers, 73, MRC Nagar Main Road, MRC Nagar, Chennai-600 028, represented by its authorised signatory Mr.M.Jyothibas, hereinafter called as the PARTY OF THE FIRST PART.

AND

M/s.Nemichand Jhabak, a partnership firm having its office at Ground Floor, "B" KHABAGHS' Castle, New # 6, Old # 40, Circular Road, United India Colony, Kodambakkam, Chennai-600 024, represented by its Partner Mr.V.Hitesh Jhabak, hereinafter called as the PARTY OF THE SECOND PART.

The terms the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART wherever in the context so occur shall mean, admit and include their respective legal representatives, successors-in-office, successors-in interest, administrators and assigns; and

WHEREAS the PARTY OF THE FIRST PART is in the business of Satellite Television Broadcast and have filed Criminal Case No.3613 of 2014 against the PARTY OF THE SECOND PART before 23rd Metropolitan Magistrate Court, Saidapet, Chennai; and

WHEREAS the PARTY OF THE SECOND PART is in the business of production and distribution of films and have

filed Criminal Original Petition No.30784 of 2014 and Civil Suit No.532 of 2015 against the PARTY OF THE FIRST PART before the Hon'ble High Court, Chennai, and

WHEREAS the PARTY OF THE FIRST PART confirms that in respect of the agreement dated 03.11.2000, all the rights then vested with the PARTY OF THE SECOND PART have been transferred to the PARTY OF THE FIRST PART and in respect of any of the rights under the said agreement, the PARTY OF THE FIRST PART shall not raise any disputes or have any claim against the PARTY OF THE SECOND PART.

WHEREAS the parties have now mutually agreed to arrive at a compromise between themselves and to withdraw the respective cases filed against each other and entering into this Memorandum of Compromise to record the terms and conditions of the compromise agreed upon between themselves.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH:

1. The foregoing recitals are incorporated by reference as if repeated verbatim and they are hereby made a part of this document.

2.The PARTY OF THE FIRST PART AND THE PARTY OF THE SECOND PART hereby mutually agree to withdraw all the cases filed against each other as listed in Schedule hereunder on the next hearing date of the said

cases. It is agreed between the parties hereto that all the films that form part of the Civil and Criminal Cases listed in the schedule hereunder shall be exclusively exploited by the PARTY OF THE FIRST PART (i.e., M/s.SUN TV NETWORK LIMITED). If any dispute is raised by any third party in respect of any of the rights in the said films, the PARTY OF THE SECOND PART shall keep the PARTY OF THE FIRST PART informed of the same and the PARTY OF THE FIRST PART shall defend, at its cost, all the rights vested in them, and the PARTY OF THE SECOND PART shall extend all necessary co-operation to the PARTY OF THE FIRST PART.

3. The PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART hereby mutually agree that all copyrights in all dimensions including World Satellite Television Broadcasting rights with respect of the films that form part of the cases listed in the Schedule hereunder shall vest exclusively with the PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART shall not exploit or interfere with the same or any part thereof in any manner whatsoever.

4.Both the parties hereto agree that the list of cases mentioned in the Schedule hereunder are the only cases against each other and was pending before the aforesaid court to the best of their knowledge. In the event of the parties finding any new cases pending other than those listed in the Schedule hereunder those cases shall also be withdrawn as settled.

5.Both the parties hereto confirm that they are

entering into this Memorandum of Compromise out of their freewill without any coercion or duress and with full understanding and belief that the same is in the best interest of each other. Either party will not have any claims against each other in respect of the films which are the subject matter of the cases listed below.

6.This Memorandum of Compromise is irrevocable."

5. The civil suit is decreed in terms of the Memorandum of Understanding dated 03.04.2017 and the Memorandum of Understanding shall form part of the decree. No costs. Connected miscellaneous petition is closed.

09.06.2017

msk

To

The Sub Assistant Registrar,
Original Side,
High Court, Madras.

V.PARTHIBAN,J.

msk

2015

C.S.No.532 of

09.06.2017

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