

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATE : 06.02.2017

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.S.No.691 of 2010

and

C.S.No.1014 of 2010

M/s.Tetrattech Solutions
Represented by its Managing Partner
Mr.R.P.Balamurugan

... Plaintiff in
C.S.No.691 of 2010

M/s.Bohemian Destinations Pvt. Ltd.,
Represented by its Managing Director
Mr.N.G.George

... Plaintiff
in
C.S.No.1014 of 2010

Versus

M/s.Bohemian Destinations Pvt. Ltd.
Represented by its Managing Director,
Mr.N.G.George.

... Defendant
in
C.S.No.691 of 2010

1.M/s.Tetrattech Solutions,
Represented by its partner
Mr.R.P.Balamurugan

2.M/s.Bang & Olufsen

... Defendants
in
C.S.No.1014 of 2010

PRAYER IN C.S.No.691 of 2010: The Civil Suit filed Under Order IV Rule 1 of O.S. Rules read with Order VII Rule of Civil Procedure Code praying for the following reliefs

a) to direct the defendant to pay a compensation of sum of Rs.30,00,000/- to the plaintiff.

b) to direct the defendants to pay the cost of the suit and

PRAYER IN C.S.No.1014 of 2010: The Civil Suit filed Under Order IV Rule 1 of O.S. Rules read with Order VII Rule of Civil Procedure Code praying for the following reliefs :

a) of Mandatory Injunction directing the defendants to remove all their materials from the property described in Schedule B to this Plaint.

b) Direct the 1st defendant to pay a sum of Rs.31,50,000/- towards unpaid license fee for the period 1st April, 2010 till 31st October, 2010 and to continue to pay the license fees at the rate of Rs.4,50,000/- per month till the 1st defendant removes all its materials from the licensed space morefully described in Schedule B to this Plaint.

c) Direct the 1st defendant to pay a sum of Rs.1,14,800/- towards maintenance charges till 30.09.2010 and continue to pay the maintenance charges at the rate of Rs.16,400/- per month till the 1st defendant removes all its materials from the licensed space morefully described in Schedule B to this Plaint.

d) Direct the 1st defendant to pay damages at the rate of Rs.20,000/- per day from 10.06.2010 till 30.09.2010 amounting to Rs.22,40,000/- and to continue to pay Rs.20,000/- per day till they remove all its materials from the licensed space morefully described in Schedule B to this Plaint.

e) Direct the defendants to pay cost.

For Plaintiff in C.S.No.691 of 2010

and for defendants in

C.S.No.1014 of 2010

: Mr.B.Nedunchezhiyan

For Plaintiff in C.S.No.1014 of 2010

and for defendant in

C.S.No.691 of 2010

: Mr.G.Rajkumar

J U D G M E N T

CS No.1014 of 2010 has been filed by the owner of the premises as against the licensee / defendants seeking recovery of possession and eviction.

2. CS No.691 of 2010 has been filed by the licensee seeking damages.

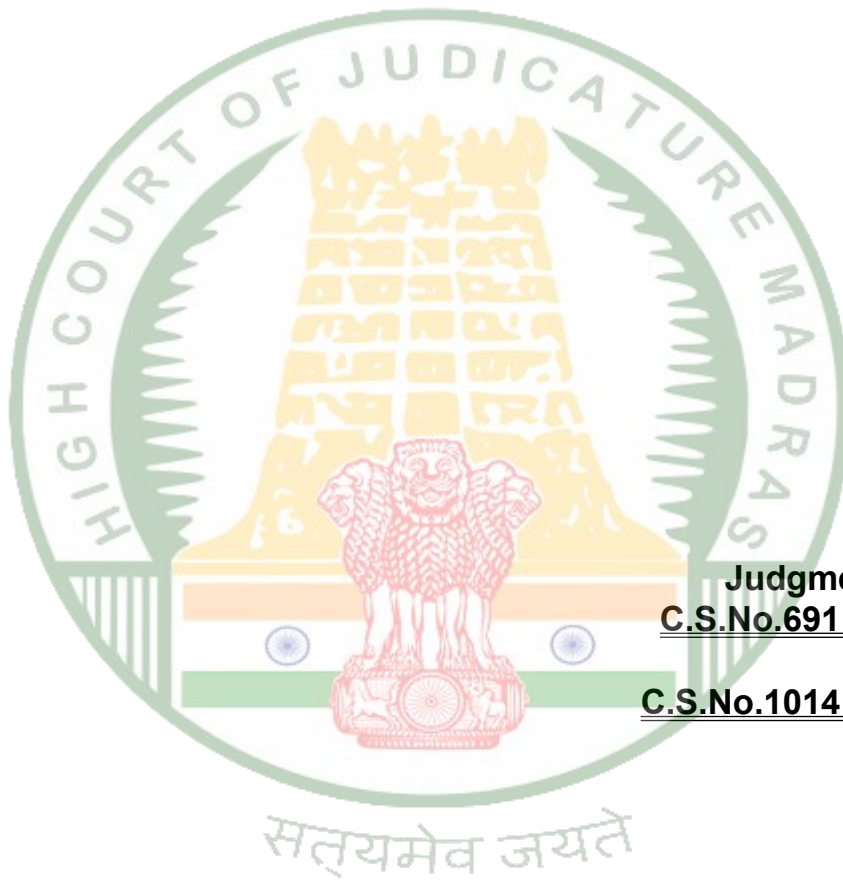
3. It is seen that both the suits are pending for more than six years. During the pendency of the suits, the parties have entered into a memorandum of understanding with respect to both the suits and the same has been presented in the Court. The learned counsel appearing for both the parties in both the suits entered into a memorandum of understanding and the same is recorded. In view of the memorandum of understanding entered into between the parties, which is a settlement, both the suits are dismissed as settled out of Court.

3.The Registry is directed to refund half of the Court fees to the plaintiff in the suits in accordance with law and the cheques shall be issued in the name of the respective counsels for the plaintiff. No costs.

06.02.2017

Index:yes/no
Internet:yes
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C.V.KARTHIKEYAN, J.



Judgment in
C.S.No.691 of 2010
and
C.S.No.1014 of 2010

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