

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-I organised by the High Court Legal Services
Committee

Thursday, the 15th day of November, 2018

LOK ADALAT ORDER
(Chapter VI and u/s 21 of Legal Services Authorities Act,
1987)

Presided over by

The Hon'ble Mr.JUSTICE P.THANGAVEL (Retd.)
and

Members

Mrs.A.C.Jayalakshmi
Mr.S.S.Mariappan

C.S.No.836 of 2012

(This Civil Suit is filed praying for a judgment and
decree

a) Permanent Injunction restraining the Defendants and
their group companies, its servants, agents, assigns or any
other person claiming under them from in any manner
continuing the telecast of the impugned advertisement/TV
commercial in any language/television channels, the
text/story board version of which is filed in English
translation as Complaint Document No.6 or any other
modification, variation or adaptation thereof:

b) Permanent Injunction restraining the Defendants, their men, servants, agents or assigns or any other person claiming under them from in any manner telecasting or otherwise publishing any advertisement in any medium or language which would in any manner generically disparages hair oils more specifically the Plaintiff's brands i.e., Parachute Advansed Hair Oil and Parachute Advansed Ayurvedic Hair Oil.

c) Award damages of Rs.25,00,000/- for the loss of sale and revenue or such higher amount as may be claimed by the plaintiff at a later date and as may be determined by this Hon'ble Court upon enquiry.

d) Mandatory injunction directing the defendants to deliver up for destruction the Production Master Copy and the Artworks / advertisement material of the impugned advertisements to the Plaintiff.

e) To grant costs of the suit.

MARICO Limited Chennai
9, Landons Road, Kilpauk
Chennai - 600 110.
Represented by its Authorised Signatory
Mr.V.Senthilnathan

... Plaintiff

Vs

1.M/s.Mosons Extractions
Industrial estate,
Palayad, Thelicherry,
Kerala - 670661.

2.SUN Television Network Limited
SUN Group
Murasoli Maran Towers
73, MRC Nagar Main Road, MRC Nagar,
Chennai - 600 028,
Tamil Nadu, India.

3.Jaya Television Network Limited
Jaya TV Group
48, N.P. Jawaharlal Nehru Road,
Ekkaduthangal, Chennai - 600 097.

4. Kalaighnar TV Pvt.Limited
Kalaighnar TV group
No.367/369, Anna Arivalayam
Anna Salai, Teynampet,
Chennai - 600 018.

... Defendants

This case came up for settlement before the Lok Adalat.
Mr.N.Senthilkumar for Mr.J.Sivanandaraaj, learned counsel
for the Plaintiff and Mr.Kishore Kumar for M/s.Sai,
Bharath & Ilan, learned counsel for the first defendant are
present. Mr.J.Nagarajan, Authorised Signatory for
M/s. Marico Limited Chennai and Mr.Bindu, Manager for
M/s. Mosons Extractions are present.

TERMS OF SETTLEMENT

The suit in C.S.No.836 of 2012 pending on the file of the High Court, Madras has been referred to Lok Adalat for conciliation today.

2. The Plaintiff assisted by counsel and the 1st defendant assisted by counsel are present before Lok Adalat today for conciliation. The Plaintiff and the 1st defendant filed a Joint Memorandum of Compromise before Lok Adalat to record the terms of compromise after great deliberation and discussion. The Plaintiff has not pressed the case against the Defendants 2 to 4 and requested to dismiss the suit against them.

3. The Plaintiff has filed this suit against the defendants 1 to 4 out of whom the reliefs sought for against the defendants 2 to 4 have been not pressed in the Joint memo of compromise filed before Lok Adalat. The Plaintiff has sought for the following reliefs in the suit:-

"(i) Permanent Injunction restraining the Defendants and their group companies, its servants, agents, assigns or any other person claiming under them from in any manner continuing the telecast of the impugned advertisement/TV commercial in any language/television channels, the text/story board version of which is filed in English translation as Plaint Document No.6 or any other modification, variation or adaptation thereof:

(ii) Permanent Injunction restraining the Defendants, their men, servants, agents or assigns or any other person claiming under them from in any manner telecasting or otherwise publishing any advertisement in any medium or language which would in any manner generically disparages hair oils more specifically the Plaintiff's brands i.e., Parachute Advansed Hair Oil and Parachute Advansed Ayurvedic Hair Oil.

(iii) Award damages of Rs.25,00,000/- for the loss of sale and revenue or such higher amount as may be claimed by

the plaintiff at a later date and as may be determined by this Hon'ble Court upon enquiry.

(iv) Mandatory injunction directing the defendants to deliver up for destruction the Production Master Copy and the Artworks / advertisement material of the impugned advertisements to the Plaintiff.

(v) Grant cost of the suit".

4. The terms of compromise have been explained to both the parties and in the presence of respective counsel and the parties have agreed the same to be corrected. Thereafter the terms of compromise have been recorded by Lok Adalat today.

5. In view of the compromise memo filed before Lok Adalat and in view of the fact of recording the above said compromise as mentioned above, the suit filed by the Plaintiff against the defendant (after removing the

defendants 2 to 4 as mentioned in the joint memo of compromise) is decreed in terms of Joint Memo of Compromise filed by both parties. The other reliefs sought for in the suit against the 1st defendant mentioned in the suit are dismissed as agreed by the Plaintiff and the Defendant (1st Defendant) before Lok Adalat. All reliefs sought for by the Plaintiff against the Defendants 2 to 4 are also dismissed as not pressed as mentioned in the Joint Memo of Compromise. The Joint Memo of Compromise filed by Plaintiff and the 1st Defendant shall form part of the decree. Award is passed accordingly. No order as to costs.

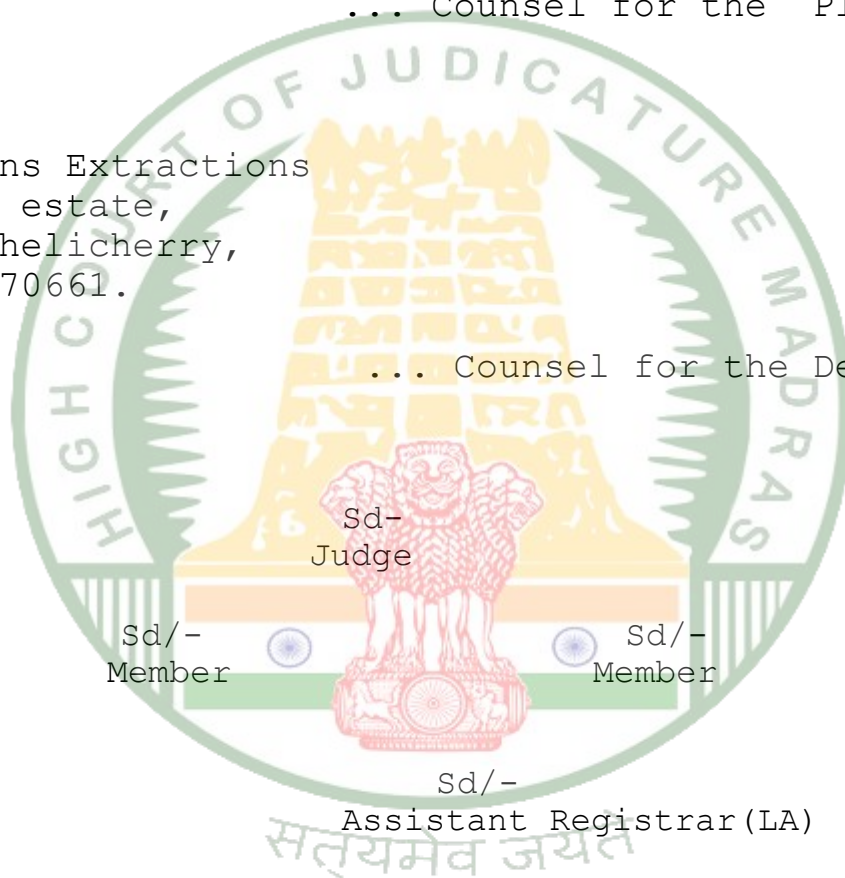
6. The full Court fee shall be refunded to the plaintiff in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994 and there shall be no demand for additional Court fee.

MARICO Limited Chennai
9, Landons Road, Kilpauk
Chennai - 600 110.
Represented by its Authorised Signature
Mr.V.Senthilnathan

... Counsel for the Plaintiff

1.M/s.Mosons Extractions
Industrial estate,
Palayad, Thelicherry,
Kerala - 670661.

... Counsel for the Defendant



// The Certified to be true copy//

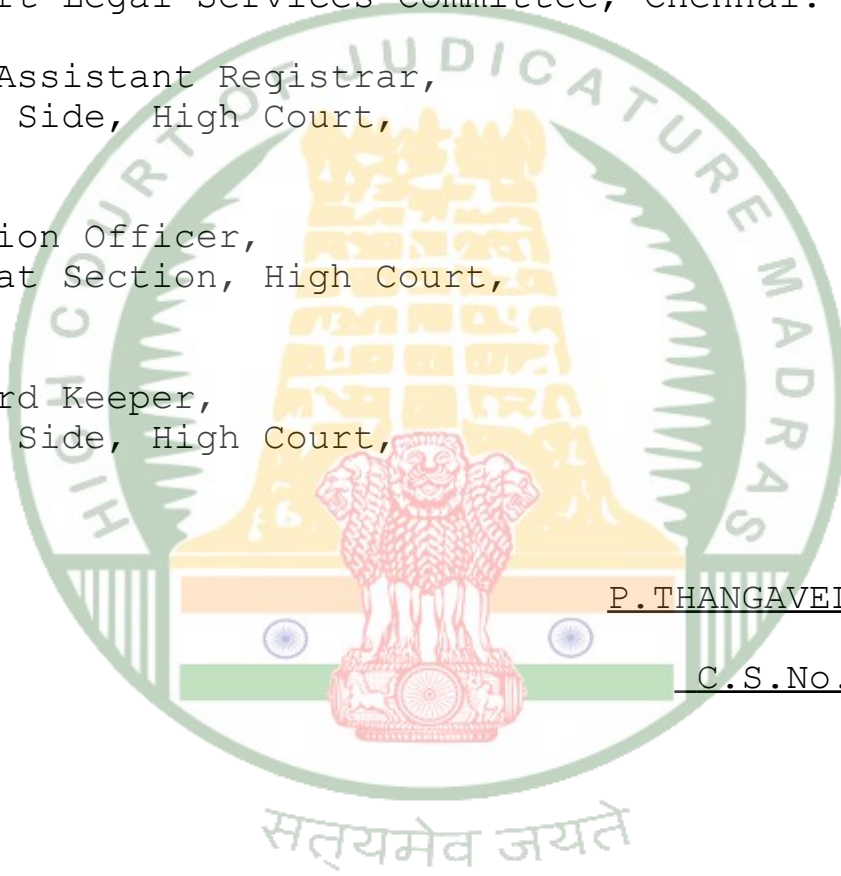
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Sub Assistant Registrar (OS)

To:
The parties/Advocate concerned

Copy to:

- 1.The Secretary,
High Court Legal Services Committee, Chennai.
- 2.The Sub Assistant Registrar,
Original Side, High Court,
Madras.
- 3.The Section Officer,
Lok Adalat Section, High Court,
Madras.
- 4.The Record Keeper,
Original Side, High Court,
Madras.



P.THANGAVEL, J. (Retd.)

drl

C.S.No.836 of 2012

15.11.2018

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