

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: **10.09.2018**

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.220 of 2018

R.Ayubkhan

.. Plaintiff

Vs.

1.Mr.S.Nanthagopal
Proprietor of Madras Enterprises
No.54, Velautham 2nd Street
Saligramam
Chennai-600 093

2.Sun TV Networks Ltd.,
No.73, Murasoli Maran Towers
MRC Nagar Main Road
MRC Nagar
Chennai- 600 028

.. Defendants

This Civil Suit is preferred, under Order IV Rule 1 O.S. Rules, Order VII Rule 1 of Code of Civil Procedure, 1908 read with Section 62 of the Copyright Act, 1957 and Section 10 of the Specific Relief Act, 1963 to direct the 1st Defendant to specifically perform all the terms of the Agreement dated 14.03.2017 including by completing the final shooting schedule and releasing the film "96" forthwith and delivering the completed print and the publicity material at least 15 (fifteen) days prior to the release of the film "96"; to direct the 1st Defendant to pay a sum of Rs.10,37,525/- (Rupees Ten Lakh Thirty Seven Thousand Five Hundred and Twenty-Five Only) as interest on the advance amount for the late release of the film "96"; to direct 1st Defendant to pay an interest of 36% per annum compounded quarterly on a sum of Rs.55,00,000 (Rupees Fifty Five Lakhs only) from the date of this plaint till the date of release of the film "96"; to grant a permanent injunction restraining the 1st Defendant

from licensing, assigning or transferring the copyrights in the film "96" to any third party in a manner that would be prejudicial to the plaintiff and against the letter and spirit of the Agreement dated 14.03.2017; to grant a permanent injunction restraining the 2nd Defendant from exercising the copyrights licensed to it on an exclusive basis in the film "96" and further licensing, assigning or transferring the copyrights in the subject film to any third party in a manner that would be prejudicial to the plaintiff and for cost of the suit.

For Plaintiff : Ms.Rajamani Ponnu
For Mr.K.Harishankar
For Defendant : No Appearance

JUDGMENT

Mr.M.V.Swaroop, learned counsel on record for sole plaintiff, Mr.R.Bharanidharan, learned counsel on record for first defendant and Mr.M.A.Vimal Mohan, learned counsel on record for second defendant are before this Commercial Division.

2. To be noted, there is a sole plaintiff and there are two defendants in the main suit. Therefore, all the parties to this lis are represented by their respective counsel.

3. In and by proceedings/order dated 29.08.2018 of this Commercial Division, at the request of all the aforesaid counsel, this suit was referred to Tamil Nadu Mediation and Conciliation Centre ('TNMCC' for brevity) under the aegis of this Court.

4. Thereafter, there have been mediation sessions on 31.08.2018 and 05.09.2018. Mediation report has since been received. It is seen that the parties have arrived at a settlement and the same has been reduced to a joint Memorandum of Compromise signed by all the three aforesaid parties to the lis. This joint Memorandum of Compromise is dated 05.09.2018 and the same shall be referred to as 'said Memorandum of Compromise' for the sake of convenience and clarity.

5. It is seen from the records and it is also reiterated in the submissions before me by all three learned counsel that the representatives of all the three parties to the lis were present before TNMCC for recording the said Memorandum of Compromise.

6. All the aforesaid three learned counsel request that the main suit itself be disposed of by way of a compromise decree in terms of the said Memorandum of Compromise. While making such a request all three learned counsel add that there are two aspects of the matter which need to be clarified and they are as follows:

i) Vide order dated 29.08.2018 in O.A.No.747 of 2018 in this suit, an undertaking that the suit movie being '96' shall not be released i.e., theatrical release and all other forms of release until further orders was recorded. This order will now stand lifted and the parties are at liberty to release the said movie.

2) The aforesaid movie i.e., '96' shall be released on any

day after 30.09.2018 and the exact date of release will be informed by the first defendant to the plaintiff at least seven clear days in advance and that this has been arrived at by consensus as part of the proceedings before TNMCC.

7. Though the aforesaid two points have not been specifically articulated in the said Memorandum of Compromise, the aforesaid two clauses also shall be added to the decree in addition to the clauses in the said Memorandum of Compromise.

8. In the light of all the parties to this lis having been present before TNMCC for recording the said Memorandum of Compromise, all the three learned counsel request that presence of parties for recording the said Memorandum of Compromise in this Commercial Division may please be dispensed with. This request is acceded to.

In the light of the narrative supra, there shall be a decree in the main suit in terms of the said Memorandum of Compromise i.e., Joint Memorandum of Compromise dated 05.09.2018 with sub-paragraphs (i) and (ii) of paragraph 6 supra as addenda clauses to clauses in said Memorandum of Compromise. The Joint Memorandum of Compromise and the aforesaid Mediation Report of TNMCC shall form part of the decree. No costs.

10.09.2018

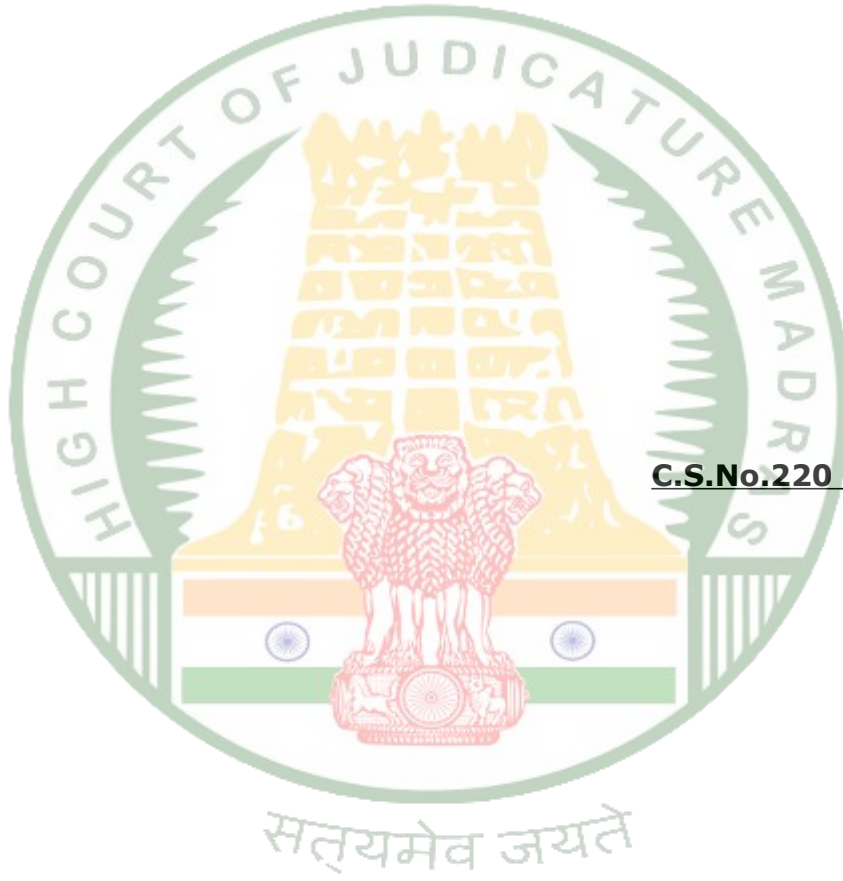
Index : Yes/No

gpa/kan

Note: Issue Judgment and decree by 17.09.2018.

M.SUNDAR, J.

gpa/kan



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