

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 16.02.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.386 of 2015**&****O.A.No.499 of 2015 & Application No.3253 of 2015**

Utham Chand,
Rep. By his Power Agent
Tarun Kumar,
No.9F, Bharathi Nagar 1st Street,
North Usmand Road, T.Nagar,
Chennai – 600 017.

..Plaintiff

Vs.

1. S.S.Chakravarthi,
Prop.M/s.NIC Arts,
No.1 Senthil Andavar Koil Street,
Dhanalakshmi Colony, Vadapalani,
Chennai – 600 026.
2. M/s. Gemini Colour Laboratories,
Rep. By its Manager (Lab-in-charge),
No.2, Vembuliamman Koil Street,
Virugambakkam, Chennai – 600 092.

.. Defendants

Plaint filed under Order VII Rule 1 And 2 CPC read with Order IV Rule 1 of O.S. Rules a) to direct the first defendant to pay to the plaintiff a sum of Rs.1,05,30,000/- (Rupees One Crore Five Lakhs Thirty Thousands Only)- together with interest rate at 24%p.a on the principal sum of Rs.67,50,000/- from the date of plaint till the date of realization; For a permanent injunction restraining the defendants 1 and 2 herein, their men, distributors, agents, servants or anybody claiming through or under them from in any manner releasing,

distributing exhibiting or exploiting the picture title 'VAALU', (Tamil Colour) anywhere either by taking prints from the negatives kept with the second defendant or through any digital modes such as Qube, UFO, Satellite etc and for the costs of the suit.

For Plaintiff : Mr.A.Chidambaram

For Defendants : Mr.Murugan
for Rugan and Arya

JUDGMENT

Mr.A.Chidambaram, learned counsel on record for the sole plaintiff and Mr.Murugan, for M/s.Rugan and Arya, Law firm, on record for first defendant are before this Commercial Division. To be noted, by virtue of the proceedings today, this suit against the other defendant i.e., the second defendant, will stand dismissed as not pressed.

2. Both the aforesaid learned counsel before me pointed out that there is a joint memorandum of compromise dated 02.05.2015, which has already been filed in O.A.No.499 of 2015 and Application No.3253 of 2015 in this suit. The said joint memorandum of compromise dated 02.05.2015 reads as follows:

"The Applicant/Plaintiff and the 1st Respondent/1st Defendant beg to submit the following Joint Compromise Memo:-

1. The 1st Respondent/1st Defendant had agreed to pay a sum of Rs.30,00,000/- (Rupees Thirty Lakhs Only) to the Applicant/Plaintiff towards part payment of the suit claims before the release of the suit picture "VAALU" (Tamil, Colour) and further agreed to pay the balance suit claim at the time of release of the next picture titled "VETTAI MANNAN" (Tamil, Colour) or any other picture to be released next and the Applicant/Plaintiff had also agreed to for the same as an interim arrangement.

2. The 1st Respondent/1st Defendant shall not either take delivery of Negatives and prints from the Garnishees herein or release the suit picture titled "VAALU" (Tamil, Colour) anywhere without paying the abovesaid sum of Rs.30,00,000/- (Rupees Thirty Lakhs Only) to the Applicant/Plaintiff and till then the interim orders already granted in the above Applications shall be in force.

3. Hence it is prayed that this Hon'ble Court may be pleased to record the above compromise in the above Applications for Interim Injunction and Pro-Order as an interim arrangement and order accordingly."

3. Today, both the learned counsel have filed another joint memo, which reads as follows:

" The Plaintiff and 1st defendant beg to submit the following Joint Memo.

1. The Plaintiff and 1st Defendant had already filed a

Joint Memorandum of compromise dated 6th May, 2015 in O.A. No.499/2015 and application No.3253 of 2015 whereby the 1st defendant had agreed to pay a sum of Rs.30,00,000/- before the release of the suit picture "VAALU" (Tamil-Colour) and further agreed to pay the balance of the suit claim at the time of release of his next picture "VETTAI MANNAN" (Tamil-Colour) or any other picture to be released next and the plaintiff also agreed to the same.

2. In pursuance of the above compromise the 1st defendant had also paid Rs.30,00,000/- (Rs.Thirty Lakhs) before the release of the suit picture "VALLU" (Tamil-Colour), but had either released any picture or paid the balance of the suit claim till date to the plaintiff.

3. The Plaintiff and 1st defendant now jointly pray that the Hon'ble Court may be pleased to treat the Joint Memorandum of Compromise filed already in O.A.No.499/15 and Appln.No.3253/15 dated 6th May 2015 in the above main suit itself. The suit against 2nd defendant may be dismissed as not pressed.

4. Therefore it is jointly prayed that this Hon'ble Court may be pleased to decree the above suit as prayed for after giving credit to the said sum of Rs.30,00,000/- paid by the 1st Defendant to the Plaintiff and also recording the undertaking that the 1st defendant shall not release the next picture "VETTAI MANNAN" (Tamil Colour) or any other picture without paying the decretal amount in the above suit. "

4. The aforesaid joint memorandum of compromise dated 02.05.2015 and joint memo dated 16.02.2018 filed today are self-explanatory.

5. Both the learned counsel request for a decree in the main suit in terms of the aforesaid memos.

6. There shall be a decree in terms of the aforesaid two joint memos dated 02.05.2015 and 16.02.2018. No costs. Both the aforesaid memos will form part of the decree. Consequently, the connected miscellaneous petitions are closed.

16.02.2018

Speaking/Non-Speaking order

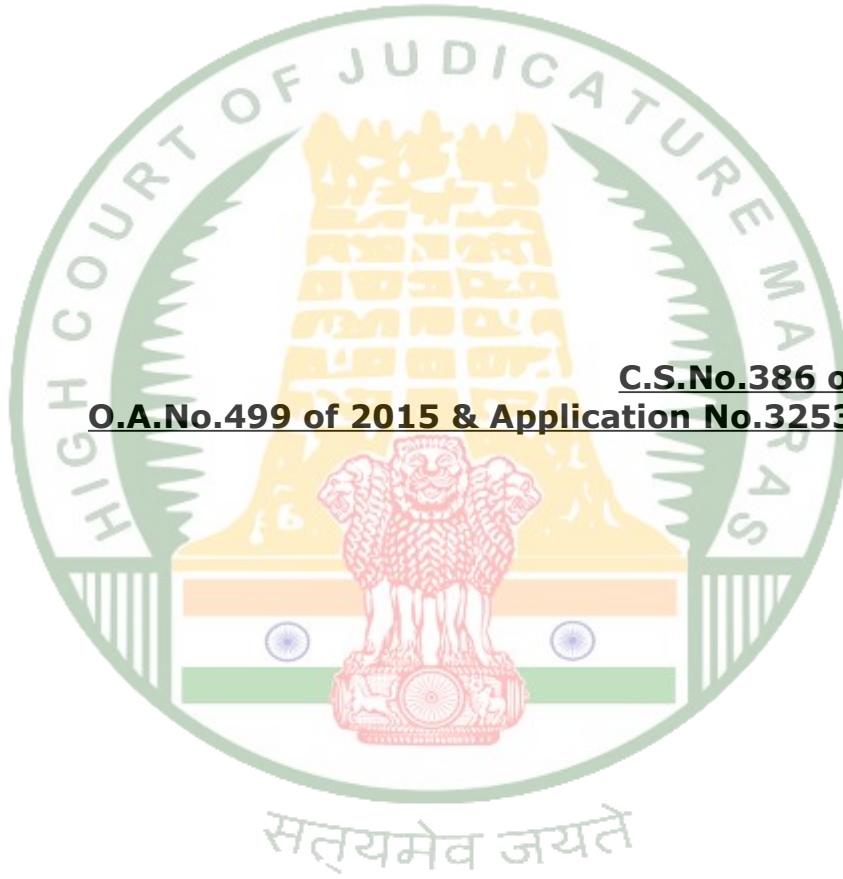
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M.SUNDAR, J.

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