

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 01.10.2018

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THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.988 of 2017

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O.A.No. 1285 of 2017

M/s Novex Communications Pvt. Ltd.,
represented by its local filed supervisor,
Mr.Rokesh Parthiban,
having its registered office at
B/301, Remi Biz Court, Plot No.9,
Shah Industrial Estate
Off Vera Desai Road,
Andheri(West) Mumbai - 400 058 .. Plaintiff

Vs.

1.Radha Regent Hotels Private Limited
represented by its Chairman and Managing Director,
R.Srinivasan
Having registered office at
186, Inner Ring Road, Arumbakkam,
Chennai - 600 016.

2.Hotel Radha Regent Chennai
represented by its General Manager,
Rupam Datta,
171, Jawaharlal Nehru Salai,
Arumbakkam, Chennai - 600 016. .. Defendants

This Civil Suit is preferred, under Order IV Rule 1 of the Original Side Rules R/W order VII Rule 1 of the CPC and under Section 51 and 55 and 62 of the Copyright Act, 1957, seeking a permanent injunction restraining the defendants, their men, agents, servants, assigns, heirs, representatives, successors, affiliates or any other persons claiming through/under them from in any manner publicly performing or communicating the sound recordings works of the plaintiff to the public or allowing their premises or any premises under their control to be used for the copyright in any work owned and licensed by the plaintiff and for costs.

For Plaintiff : Mr.P.V.Balasubramanian

For Defendants : Mr.Kandan Doraisamy

JUDGMENT

This suit is listed under the caption 'For Reporting Settlement' today.

2.Mr.P.V.Balasubramanian of M/s.BFS Legal (Law Firm) for the plaintiff is before this Commercial Division. Mr.Kandan Doraisamy, learned counsel on record for both the defendants is before this Commercial Division.

3.To be noted, on behalf of plaintiff, which is a company, Mr.Ajay Kumar is present and a true copy of the Board Resolution made in the meeting held on 22.09.2018 has been placed before this Commercial Division. With regard to defendants, first defendant is a Private Limited Company and second defendant is a hotel, which is owned by the first defendant company. Both learned counsel say so.

4.On behalf of defendants, Mr.A.Damodharan is present and an extract of the meeting of the Board of Directors of first defendant company held on 25.09.2018 has also been placed before this Court.

5.Both the aforesaid representatives have placed before this Court photocopies of their Identity cards (Self-attested).

6.In the aforesaid scenario, both learned counsel submit that the lis has been amicably settled between the parties and they have entered into a Joint Memo of Compromise dated 01.10.2018 which reads as follows:-

'JOINT MEMO OF COMPROMISE

The parties herein have agreed upon the following compromise:

1.The plaintiff shall maintain a list of songs to be periodically updated by it in respect of which the on-ground performance rights are vested with, or assigned in its favour upon the website (<http://www.novex.in/song-list/>) of the plaintiff company.

2.The defendants agree and undertake to ensure that public performance or communication of the sound recordings in any form, in any works assigned in favour of the plaintiff (as specified in the list of songs specified in Clause-I above) shall not be permitted at their premises or any premises under their control without a proper license in respect of the same availed from the plaintiff.

3.The defendants agree that any person/entity desirous of organizing an event upon the premises of the defendants or at any other premises under the control of the defendants (including but not limited to event management companies, disc jockey,s or any other person involved in the organization of any kind of event involving the public performance or communication of sound recordings)shall only be permitted to do so upon obtaining a license for such event/purpose from the plaintiff and producing a copy of the same to the defendants.

4.The following rates have been agreed between the plaintiff and the defendant in February 2018, subject to annual increase of 10% thereafter, for the events in the defendant's premises

For all events upto 200 pax = Rs.15,000.00+tax.

For all events above 200 pax = Rs.25,000.00+tax.

Celebrity/Special Events =To be mutually agreed upon on a case to case basis.

5.In respect of additional labels and songs acquired by the plaintiff post the execution of this Memo of Compromise, the defendants agree that the license fee in respect thereto will be separately agreed to and payable in addition to the Licensee fee agreed as per Clause 4 herein above.

6.The defendant has been referring its clients who conduct events with music to approach the plaintiff for license at the above proposed rates or any rate that may be agreed between them. The agreed process of such referral is currently in place.

7.The parties have agreed that the instant suit may be decreed in terms of the Memo of Compromise.

This Hon'ble Court may be pleased to take this Joint Memo of Compromise between the parties to

this suit and have the suit Decreed in terms of the Compromise and thereby render justice.

Dated at Chennai on this 01th Day of October, 2018.

-sd- -sd-

PLAINTIFF Defendants

-sd- -sd-

Counsel for Plaintiff Counsel for Defendants'

7.Both learned counsel made a request that a decree be passed in the main suit in terms of aforesaid Joint Memo of Compromise dated 01.10.2018.

8.To be noted, aforesaid Joint Memo of Compromise dated 01.10.2018 has been duly signed by both parties and their respective counsel.

9.The aforesaid parties, who are present before this court, confirm the request that a decree be passed in the main suit in terms of the aforesaid Joint Memo of Compromise dated 01.10.2018.

10.In the light the narrative supra, there shall be a compromise decree in the main suit in terms of aforesaid Joint Memo of Compromise dated 01.10.2018, which shall form part of the decree. Besides the same, the aforesaid Board Resolution and self-attested copies of identity cards of the representatives of plaintiff and first defendant companies shall also form part of decree. Suit decreed on above terms. No costs.

01.10.2018

Index : Yes/No
gpa/mp

M.SUNDAR, J.

gpa/mp

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