

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26.03.2019

CORAM:

THE HONOURABLE MR. JUSTICE S.VAIDYANATHAN

Civil Suit (Comm. Div.) No.39 of 2019

G.Kannan @ Manikannan

...Plaintiff

Vs.

1. M/s.Sathya Jyothi Films,
No.270/1, Vee Dee Yem Complex,
Avvai Shanmugam Salai, Azad Nagar,
Royapettah, Chennai 600 014.
2. M/s.KJR Studios,
rep. By Kotapadi J. Rajesh,
Flat No.5, 4th Floor,
Rapid Skyline Apartment,
No.8/14, Krishnapuram Street,
Royapettah, Chennai 600 014.
3. M/s.Volmart Films,
rep. By C.Sai Baba,
No.2/7, Lakshmi Colony,
Off. North Crescent Road,
G.N.Chetty Road,
T.Nagar, Chennai 600 017.
4. QUBE
No.42, Ranga Road,
Mylapore, Chennai 600 004.
5. UFO,
No.178/3 & 4, J.B. Towers,
Kumaran Colony Main Road,
Vadapalani, Chennai 600 026.

6. Kandaswamy Arts Centre,
rep. By its Proprietor,
No.8/11, Gopalapuram II Street,
Coimbatore - 641 018.

...Defendants

(6th Defendant impleaded as per order dated 14.02.2019 in Application No.1213 of 2019 and time extended as per order dated 21.02.2019)

Plaint filed under Order IV Rule 1 of O.S. Rules read with Section 62 of the Copyright Act, 1957 and Order VII Rule 1 C.P.C., 1908.

For Plaintiff	:	Mr.A.Chidambaram
For 1st Defendant	:	Mr.S.V.Pravin Rathinam
For 2 nd Defendant	:	Mr.M.Sricharan Rangarajan
For 3rd Defendant	:	Mr.J.Lingeswaran
For 6 th Defendant	:	Mr.Ramasubramaniam Raja

J U D G M E N T

This Civil Suit has been filed by the plaintiff seeking for a declaration that the Plaintiff is the Sole, Absolute and Exclusive owner of the Limited Copyright of the Picture titled "VISWASAM" (Tamil - Colour) in respect of the Distribution, Exhibition and Exploitation of the Theatrical Rights in the Theatres of Coimbatore and Tirupur City and for a permanent injunction restraining the Defendants herein, their agents, servants or anybody claiming through or under them from in any manner infringing with the Plaintiff's Limited Copyright in respect of the theatrical rights of the Picture titled "VISWASAM" (Tamil - Colour) of Coimbatore and Tirupur Cities either by Releasing, Distributing,

Exhibiting and Exploiting the said picture titled “VISWASAM” (Tamil - Colour) anywhere in Coimbatore area including the Theatres at Coimbatore and Tirupur City or in any manner whatsoever.

2. Today, when the matter is taken up for hearing, learned counsel for the parties submitted that the Plaintiff and the 3rd Defendant has settled the dispute and filed a Joint Memo of Compromise dated 23.03.2019 entered into between them. For better understanding, the Memorandum of Compromise entered into between the parties is extracted hereunder:

“The Plaintiff and the 3rd Defendant jointly submit the following Memorandum of Compromise:

“1. The Plaintiff had agreed to receive a sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs only) towards full and final settlement of the entire claim regarding the Copyright claimed in the above suit in respect of the suit picture titled “VISWASAM” (Tamil-Colour) for the COIMBATORE and TIRUPUR Cities only.

2. In pursuance of the aforesaid settlement arrived at out of court, the 3rd Defendant had already paid a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) by way of Demand Draft dated 21.02.2019 before this Hon'ble Court under D.D.No.517478 that which had also been already recorded by this Hon'ble Court.

3. The 3rd Defendant had paid a sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Five D.Ds. Viz. (i) D.D.No.517284, dated

18.03.2019 for Rs.4,00,000/- drawn on ICICI Bank, T.Nagar Branch; (ii) D.D.No.118231, dated 18.03.2019 for Rs.1,00,000/- drawn on Axis Bank, T.Nagar Branch; (iii) D.D.No.517612, dated 21.03.2019 for Rs.4,00,000/- drawn on ICICI Bank, T.Nagar Branch; (iv) D.D.No.517613, dated 21.03.2019 for Rs.1,00,000/- drawn on ICICI Bank, T.Nagar Branch; (v) D.D.No.517622, dated 22.03.2019 for Rs.15,00,000/- drawn on ICICI Bank, T.Nagar Branch, all D.Ds. drawn in favour of G.K. Films, the plaintiff herein, totalling in all a sum of Rs.40,00,000/- (Rupees Forty Lakhs only) had been paid by the 3rd Defendant to the Plaintiff, the receipt of which sum is herein hereby acknowledged by the Plaintiff.

4. The 3rd Defendant further agrees and undertakes to pay the balance of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) within a period of ONE MONTH from this date without fail and towards the same, the 3rd Defendant had issued two cheques viz. (i) Cheque No.769693, dated 23.04.2019 drawn on Axis Bank, T.Nagar Branch, for Rs.15,00,000/- (ii) Cheque No.769695, dated 23.04.2019, drawn on Axis Bank, T.Nagar Branch, for Rs.10,00,000/- and promise to honour the said cheques on the due dates.

Therefore, the Plaintiff and the 3rd Defendant herein hereby jointly pray that this Hon'ble Court may be pleased to record the above compromise and vacate the interim orders already granted in O.A.No.36/2019, directing the Theaters (25 Nos.) in COIMBATORE and TIRUPUR cities not to part with the collections and record the above compromise and dismiss the above suit as settled out of court and thus render justice."

4. Recording the same, this Civil Suit is decreed in terms of the Memorandum of Compromise, without prejudice to the contentions of the parties in the connected Civil Suit in C.S.No.30 of 2019. The Memorandum of Compromise shall form part of the Decree. No costs. Consequently, connected Original Application No.36 of 2019 is closed. Refund of Court fee to the Plaintiff, as permissible under the Rules, is ordered.

26.03.2019

Index : Yes/No
Speaking Order : Yes/No

Note to Registry:

Issue copy of this order on or before 27.03.2019.

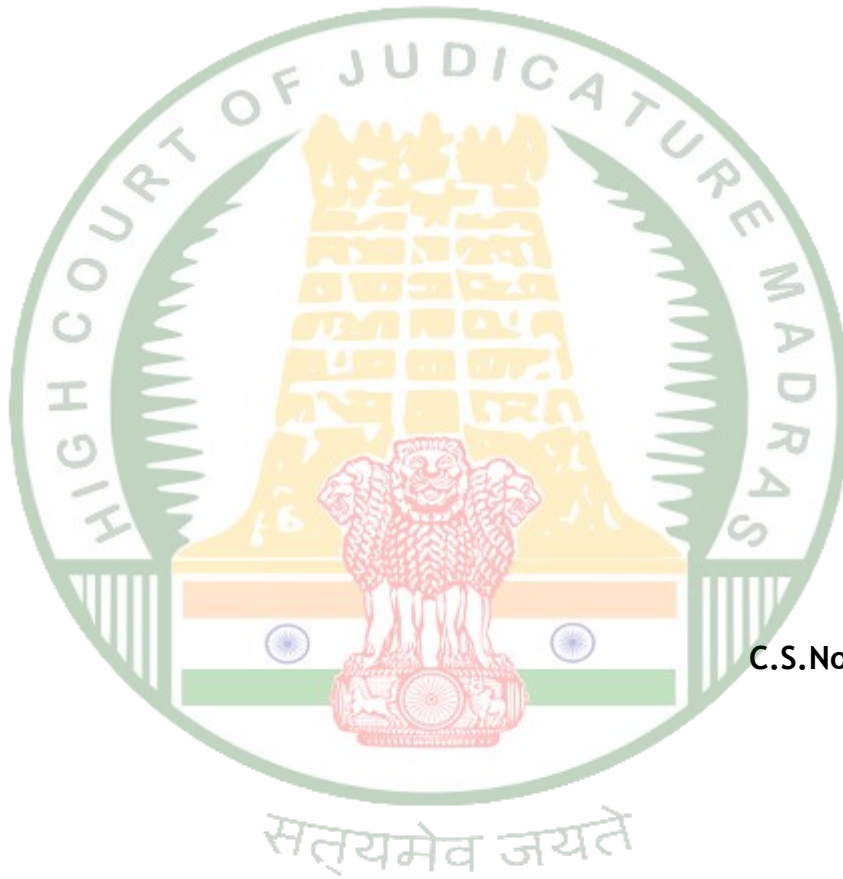
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S.VAIDYANATHAN,J.

(aeb)



C.S.No.39 of 2019

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