

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 30.01.2019

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.No.371 of 2015

&

A.No.3360 of 2018

&

O.A.Nos.375 and 376 of 2018

Music Masters Audio Video Manufacturing
Company Pvt. Ltd.,
Mr.Ganshyam Hemdev
Old No.3, new No.5, Muktha Garden
Spur Tank Road, Chetpet
Chennai - 600 031

.. Plaintiff

Vs.

1.Aditya Music (India) Pvt. Ltd.,
Represented by its Managing Director
No.3-5-1091/7 Venkateshwara Colony
Narayanaguda
Hyderabad - 500 029

2. Pyramid Audio India Pvt. Limited
Represented by Jaswinder Singh Bajaj
C-50/5 Ganesh Apartments
2nd Avenue, Anna Nagar East
Chennai - 600 102

.. Defendants

(2nd Defendant given up)

This Civil Suit is preferred, under Sections 62 and 55 of the Copyrights Act, 1957 read with Order IV Rule 1 OS Rules and Order VII Rule 1 CPC to declare that the plaintiff is the absolute owner of the audio copyrights in the plaint schedule films, to grant a permanent injunction restraining the 1st defendant, their men, agents, servants, persons acting on

their behalf including but not limited to internet portals, radio stations, mobile platforms and their collection agencies from in any manner exploiting, releasing or dealing with the audio copyrights in the plaint schedule films and thereby infringing the plaintiff's copyrights, to direct the defendants to pay the costs of the suit.

For Plaintiffs : Mr.K.Harishankar

For Defendants : Mr.J.Ravikumar for first defendant

Second defendant given up

JUDGMENT

There is a sole plaintiff and there are two defendants in this suit.

2.Mr.K.Harishankar, learned counsel is before this Commercial Division on behalf of sole plaintiff and Mr.J.Ravikumar, learned counsel on record for the first defendant are before this Commercial Division. Learned counsel for plaintiff submits that no relief has been sought against the second defendant and he may please be permitted to give up the second defendant. Learned counsel has made an endorsement in the suit file in this regard, which reads as follows:

'C.S.No.371 of 2015

The plaintiff and 1st Defendant have entered into a Compromise and the plaintiff prays to give up the 2nd defendant in the suit as no relief is claimed against the said defendant.

Sd/-

Counsel for plaintiff'

3. Both learned counsel submit that parties have amicably settled the lis amongst themselves and have reduced the same to writing by way of a Compromise Agreement dated 07.01.2019 together with the schedule therein. Both parties filed a joint memo dated 18.01.2019 enclosing the compromise agreement dated 07.01.2019 entered into between plaintiff and the first defendant. The Compromise agreement dated 07.01.2019 shall hereinafter be referred to as 'said MOC' for the sake of convenience and clarity.

4. Said MOC is placed before me. It has been duly signed by both parties and their respective counsel.

5. On behalf of plaintiff, Mr. Ghanshyam Arjunsingh Hamdev is before this Commercial Division. On behalf of first defendant Mr. Sachin Rode, Manager of first defendant company is before this Commercial Division and a Board Resolution dated 02.01.2019 authorizing him to represent first defendant firm has been placed before this Commercial Division.

6. Both learned counsel and their respective clients make a common request that main suit itself may please be disposed of by passing a compromise decree in terms of said MOC.

7. The Joint Memo executed and filed by the parties and Compromise Agreement together with schedule therein (said MOC), read as follows:

'JOINT MEMO EXECUTED AND FILED BY THE PARTIES

The Plaintiff and Defendants jointly and respectfully state as follows:

1. *The Plaintiff has filed this suit for grant of permanent injunction restraining the 1st Defendant from in any manner exploiting, releasing or dealing with the audio copyrights in the Plaintiff schedule films and thereby infringing the Plaintiff's copyrights and also for a declaration that the Plaintiff is the absolute owner of the audio copyrights in the Plaintiff schedule films.*

2. *The Learned Single Judge on 01.09.2017 passed an ex-parte Order of Interim Injunction as prayed for till the disposal of the suit. Subsequently, the 1st Defendant filed Application No.3360/2018 to recall the ex-parte order dated 01.09.2017. Also, OA Nos.375 & 376 of 2018 were also filed by the 1st Defendant seeking temporary injunction and for interim suspension of the ex-parte order dated 01.09.2017. Thereafter on 27.04.2018, the learned Single Judge was pleased to modify the ex-parte order dated 01.09.2017 and directed that the status as on 01.09.2017 shall continue both in favour of the Plaintiff and the 1st Defendant and thereby both parties have continued to receive revenues and to exploit, without prejudice, till disposal of the applications, and the said interim order is still in force.*

3. *During the pendency of the interlocutory applications, the parties have arrived at a settlement and the terms of which have been recorded in a Compromise Agreement dated 07.01.2019 executed in three parts, of which one original has been filed herewith and decided to resolve the issue amicably.*

It is therefore prayed by all the parties that this Hon'ble Court may be pleased to dispose of C.S.No.371 of 2015 in terms of the Compromise Agreement dated 07.01.2019 and decree may be drawn in terms of the Compromise Agreement dated 07.01.2019 and thus render justice.

Dated at Chennai on this the 18th day of January, 2019.

Sd/-

*For Music Masters Audio Video
Manufacturing Company Pvt. Ltd
(Plaintiff)*

Sd/-

*For Aditya Music (India) Pvt. Ltd.
(1st Defendant)*

Counsel for Plaintiff

Counsel for 1st Defendant

COMPROMISE AGREEMENT

*This Compromise Agreement entered on this 7th day of January 2019
between:*

1) Music Masters Audio Video Manufacturing Co. Pvt. Ltd., represented by its Director, Mr.Ghanshyam Hemdev, having office at Old No.3, New No.5, Muktha Garden, Spur Tank Road, Chetpet, Chennai-600 031 duly authorised by Board Resolution enclosed herewith, hereinafter referred to as the Party of the First Part which term shall mean and include its Directors, Officers, Successors in Office, Administrators and Permitted Assigns

and

2) Aditya Music (India) Pvt. Ltd., represented by its Managing Director, Mr.Umesh Gupta having office at No.3-5-1091/7, Venkateswara Colony, Narayanaguda, Hyderabad 500 029, duly authorized by Board Resolution enclosed herewith, hereinafter referred to as the Party of the Second Part

which term shall mean and include its Directors, Officers, Successors in Office, Administrators and Permitted Assigns.

3) M/s.Giza Impex Pvt. Ltd., represented by Siddharth Hemdev, having office at No. Old No.-3, New No.5, Muktha Gardens, Spur Tank Road, Chetpet, Chennai - 600 031, duly authorized by Board Resolution enclosed herewith:

4) M/s.Kotumal Arjundas, represented by Sanjay Wadhwa, having office at Old No.80, New No.42, New Avadi Raod, Kilpauk, Chennai - 600 010, duly authorised vide letter enclosed herewith;

5) M/s.A.P.International, represented by Sanjay Wadhwa, having office at Old No.80, New No.42, New Avadi Raod, Kilpauk, Chennai - 600 010, duly authorised vide letter enclosed herewith;

6) M/s.Sanjay Wadhwa, having office at Old No.80, New No.42, New Avadi Raod, Kilpauk, Chennai - 600 010, duly authorised vide letter enclosed herewith;

7) M/s.Sree Devi Video Corporation, represented by Ghanshyam Hemdev having office at Old No-3, New No.5, Muktha Gardens, Spur Tank Road, Chetpet, Chennai - 600 031, duly authorized by Board Resolution enclosed herewith;

8) M/s.H.S.Bajaj & sons (Bom) Pvt. Ltd., represented by its Director Kiranjit Singh Bajaj, having office at No.3B, Alsa Towers (Res.Block), 186/187, Poonamallee High Road, Kilpauk, Chennai - 600 010, duly authorised by Board Resolution enclosed herewith;

9) Shri Balaji Enterprises, represented by Sanjay Wadhwa, having office at Old No.80, New No.42, New Avadi Raod, Kilpauk, Chennai - 600 010, duly authorised vide letter enclosed herewith;

10) Sanjay A.Wadwa HUF, rep. by its Karta Sanjay Wadhwa, having office at Old No.80, New No.42, New Avadi Raod, Kilpauk, Chennai - 600 010, duly authorised vide letter enclosed herewith;

The parties 3 to 10 herein above are referred to as the "Confirming Parties" and wherever the context so requires mean and include their respective Directors, Partners, Members, Officers, Administrators, Successors in Office and assigns.

WHEREAS the Party of the First Part has filed a suit against the Party of the Second Part and one Pyramid Audio India Pvt. Ltd., in C.S.No.371/2015 before the Hon'ble Madras High Court for declaration of copyrights in the songs / albums and for other reliefs;

and

WHEREAS the Party of the Second Part has filed application to vacate the ex-parte interim injunction granted in favour of the Party of the First Part and also another application for grant of interim injunction against the Party of the First Part, wherein the ex-parte interim injunction granted in favour of the Party of the First Part on 01.09.2017 was modified vide order dated 27.04.2018;

and

WHEREAS the parties have, at this stage, entered into discussions and agreed to amicable resolve their disputes in the said civil suit and connected applications in terms of this Compromise Agreement on the terms and conditions hereinafter mentioned.

Now this Compromise Agreement Witnesseth:

1. Both parties herein have agreed that the entire content / titles listed in Schedule-A i.e the copyrights for the territory of India, which are part of the titles listed in suit C.S.No.371/2015, will be the subject matter of the present settlement and hereinafter referred to as the Said Content.

2. In consideration of both parties reaching an amicable settlement to all their disputes raised for the Said Content in C.S.No.371/2015 and connected applications, the parties have arrived at and entered into the present Compromise Agreement.

3. Subject to the clauses in this agreement, both the parties have agreed to jointly sell / assign / transfer the ownership in the Said Content to a third party and share the sale proceeds (as detailed below) and till such time, they shall jointly own and exploit the Said Content and each party shall have an equal share to the copyrights in the Said Content (i.e. for the territory of India). In the event of any firm offer from a third party, the Party of Second Part shall have a right of pre-emption, whereby the Party of Second Part shall be entitled to make an offer matching that of the third party, and upon such exercise of right of pre-emption, the Party of First Part shall accept its share i.e., 50% out of the matching offer and the ownership and title in the Said Content shall solely, absolutely and completely vest with the Party of Second Party upon such acceptance, and the same right of pre-emption shall be available to the Party of the First Part also.

4. Both parties have agreed that any form of exploitation of the Said Content commencing from the date of signing this agreement shall only be done jointly by both parties as joint owners of all copyrights in the Said Content and each party shall be entitled to share all revenues / royalties arising out of the said exploitation of the Said Content (i.e. for the territory of India) equally in the ratio of 50:50. The Party of First Part shall not have any claim to any share whatsoever in all past revenues / royalties pertaining to the Said Content from the Party of the Second Part

or any third party and / or any copyright collecting society whatsoever already received by the parties till this date and shall provide NOC to Party of Second Part for the same. Revenues / royalties accrued but not received till date will be to the account of both parties jointly or to the account of a joint Special Purpose Vehicle that may be formed by both parties as provided under clause 6 below.

5. Both parties have expressly agreed that the ownership in devotional catalogue of Keerthana titles and overseas territory rights assigned by Pyramid Audio India Pvt. Ltd., in favour of the Party of the Second Part under assignment agreements dated 23.08.2007 shall be excluded from the terms of this arrangement and the Party of the First Part confirms that the Party of the Second Part has sole and exclusive rights to exploit the said devotional catalogue of Keerthana and the overseas territory rights assigned under two agreements dated 23.08.2007. The Party of First part shall not make claim whatsoever in respect of the two agreements dated 23.08.2007.

6. Both parties hereby agree that for the purpose of joint sharing of revenue / joint exploitation of the Said Content, they may form a Special Purpose Vehicle (New Entity) wherein both parties shall have equal representation / share / stake / ownership and the copyrights in the Said Content shall, upon formation of such New Entity, be transferred / assigned in favour of the said new entity to enable it to be single point revenue centre, and all such revenues / royalties arising out of the exploitation of the Said Content that shall accrue to the said new entity shall thereafter be shared equally between the parties. Each party shall bear their own taxes on the income received from the New Entity.

7. In the event of sale / assignment of the Said Content as mentioned above, the formation of the new entity shall not be required.

8. The sharing of revenues / royalties arising out of the exploitation of

the Said Content shall be in the ratio of 50:50 only for exploitation within the territory of India. In the event the Party of Second Part agree to exploit its overseas territory rights of the Said Content (the titles which are part of the overseas territory rights acquired from Pyramid Audio India Pvt. Ltd. vide agreement dated 23.08.2007) along with the Said Content (i.e. rights for India), the sharing of all revenue will be in the ratio of 57 to the Party of the Second Part and% to the Party of the First Part.

9. For the avoidance of doubt, it is expressly agreed and stated that in the event Said Content (i.e. India territory rights) being sold independently to a third party, then the parties shall be entitled to share the revenues in the ratio of 50:50 and in the event Party of Second Part agree to sell the overseas rights of the Said Content (the titles which are part of the overseas territory rights acquired from Pyramid Audio India Pvt. Ltd. vide agreement dated 23.08.2007) along with the Said Content (i.e. India rights) to the same third part, only in such circumstances shall revenue sharing be done in the ratio of 57.5%:42.5%, wherein the Party of the Second Part is entitled to 57.5%. In the event of any third party agreeing or insisting to but the rights for the entire world including overseas only and not for India alone the party of the second part agrees to honour the deal on the above said ratio.

10. The parties have agreed to file this Compromise Agreement before the Hon'ble High Court of Madras and there shall be a decree in terms of the compromise in the suit and the terms of the compromise that have been agreed by the parties to form part of the decree are annexed to this agreement as Annexure A.

11. The parties hereby agree and confirm that upon execution of this Compromise Agreement and upon passing of a decree by the Hon'ble High Court in terms of the compromise as set out in Annexure A, all disputes between the parties in relation to the Said Content shall be deemed to

have been settled.

12. The term Parties referred in the above mentioned clauses refer only to the Party of the First Part and Second Part. All the Confirming Parties hereto confirm and assure that they have relinquished all right, title and interest in the Said Content and shall not have any claim whatsoever in respect of the same against the Party of the Second Part and/or the New entity and the Party of the First Part confirms that it shall be solely liable for any claim raised by any confirming Parties whether now/past/future.

13. The parties have agreed that any disputes or differences arising between them in connection with this Compromise Agreement or in relation to matters arising out of this agreement or with respect to giving effect to the terms of this Compromise Agreement shall be attempted to be settled amicably between the parties and if such amicable settlement cannot be arrived at, then any disputes or differences between the parties arising out or in connection with this Compromise Agreement shall be referred for adjudication by a Sole Arbitrator to be jointly nominated by the parties and if the parties are unable to mutually agree on such Sole Arbitrator, the appointment of Sole Arbitrator shall be done in terms of The Arbitration and Conciliation Act, 1996 or its statutory modifications or enactments. The venue of arbitration shall be in Chennai or Hyderabad and the Courts in the City of Chennai or Hyderabad shall have jurisdiction to deal with all matters concerning this Compromise Agreement and in regard to the arbitration proceedings. The decision of the Sole Arbitrator shall be final and binding on the parties.

14. The Party of First Part has filed a suit against Sri Ilayaraja and others before the Hon'ble High Court of Madras vide C.S. No. 31 of 2010 seeking a relief of injunction and other reliefs in respect of some of the titles and the said suit is pending.

Similarly the Party of Second Part had also filed a suit against Sri Ilayaraja and others in No. OS 140 of 2010 before the Hon'ble III Additional Chief

Judge, City Civil Court at Hyderabad ascertaining its rights over some of the titles. In view of the above settlement, the parties do hereby agree that the First Party and the Second Party shall continue to pursue their respective suits and such other proceedings to assert the titles so that the third party is enjoined from exploiting the rights which rightfully belongs to the First Part and Second Party and which is subject matter of the present compromise.

It is further agreed between the parties and after the said suits are adjudicated, the title, rights in respect of these contracts would continue to be with the Parties hereto or the New entity/Company which is being floated by the Parties as a Joint Venture.

15. It is clarified that the arrangement under this Compromise agreement is not a Partnership between the Parties of First Part and Second Part hereto.

16. This Agreement is executed in three counterpart copies, all of which so executed shall be deemed to be original. One copy of the Agreement shall be filed before the Hon'ble High Court of Madras and the other two copies shall with Parties of First Part and Second Part.

In witness whereof, the parties above named have signed and sealed this Compromise Agreement on the day, month and year first above written in the presence of:

For and behalf of

Music Masters Audio Video

Manufacturing Co.Pvt.Ltd.

Sd/-

Mr Ghanshyam Hemdev

Aditya Music (India) Pvt. Ltd.

sd/-

Mr. Umesh Gupta

Confirming Parties

M/s.Giza Impex Pvt. Ltd,
represented by Siddharth Hemdev

For GIZA IMPEX (P) LTD.

Sd/-
DIRECTOR

M/s.Kotumal Arjundas,
represented by Sanjay Wadhwa

Sd/-

M/s.A.P.International,
represented by Sanjay Wadhwa

Sd/-
Partner

M/s.Sanjay A Wadhwa

Sd/-

M/s.Sree Devi Video Corporation
represented by Ghanshyam Hemdev

for Sree Devi Video Corporation

Sd/- Partner

M/s.H.S.Bajaj & Sons (Bom) Pvt. Ltd., for M/s.H.S.Bajaj & Sons (Bom)
represented by Kiranjit Singh Bajaj Pvt. Ltd.,

Sd/- Director

Shri Balaji Enterprises
represented by Sanjay Wadhwa

सत्यमेव जयते For SHRI BALAJI ENTERPRISES

Sd- PROPRIETOR

Sanjay A Wadhwa HUF
rep. by its Karta Sanjay Wadhwa

For SANJAY A. WADHWA HUF

Sd/- KARTHA

for Music Master A.V.M.Co.P Ltd.,
Sd/- Director

Schedule (List of Titles/Content)

S.NO	MOVIE NAME	S.NO	MOVIE NAME
1	AASHA	51	CHINNA KANNAMMA
2	AANENNA PENNENNA	52	CHINNA KOURDER
3	AASAI KILIYEA KOBAMA	53	CHINNA MAPILLE
4	AASAI	54	CHINNA PASANGA MANGA
5	AATHMA	55	CHINNA PONNU RADHA
6	AAVABAM POD	56	CHINNA RASA
7	AAVATHUM PENNALE AZH	57	CHINNA THAYEE
8	ASHIMANYU	58	CHINNA VEJAMAN
9	ADHANDA IDHANDA	59	CHINNAVANGA
10	ADIMAI CHANGILI	60	CHINNAVAR
11	ADHA SAKKALADRA SAKKAI	61	CHITHIRAI CHOLAI
12	ADUTHA KATTAM	62	CHITHIRAI THIRUVIZHA
13	AGNI KUNDU	63	CHITHIRAME IRE SOLLADI
14	AIRBERT	64	CINEMA SCOOTING
15	AMATHI PADAI	65	CITY BUS
16	ANARAVATHY	66	COLLEGE LOVE
17	ANNA VALDACHU	67	CONDUCTOR MAPILLA
18	ANZHA SABAR KADAI	68	COOLIE NO 1
19	ANNAN	69	DASARATHI
20	ANNAM THANGACHI	70	DEAR SON
21	ARAHMANAI KAVELAN	71	DEVA SATCHIDAN
22	ARATHANAI KILI	72	DEVA VAKKI
23	ARASIYAL	73	DEVAR MAGAN
24	ARAVINDAN	74	DEVARAI
25	ARUVAMELU	75	DEVI
26	ASOKAN	76	DHAMBATHYANI
27	AUTOLOKAN	77	DHARMA SHOOM
28	AVADHANA PURUSHAN	78	DHARMA CHAKRAM
29	AVAI VARGUVALA	79	DHARMA DEVAN
30	AVAI SHANMUGHI	80	DHARMASEELAN
31	ACHAGASAIY	81	DHINAMUM ENNA CHAZHI
32	DEE BALACHANDRAN	82	DOCTOR MAPILLA
33	BABU MASTER	83	DUET
34	BALYAN	84	EJANNAN
35	BHAGAVATH SINGH	85	EN AASAI PASAVRE
36	BHARATHAN	86	EN AASAI THANGACHI
37	BHARATHI KANNAMMA	87	EN PONDATTI NALLAVA
38	BOMBAY KATHALI	88	EN PASA KATHAI
39	BOMBAY	89	EN MYI NEETHANE
40	CALCUTTA	90	ENAKKORU MAGAN PIRATTAN
41	CHAKKARAI DEVAN	91	ENDRENDUM KADHAL
42	CHAKKAVARTHY	92	ENDRUM AANANDHAM
43	CHANDRAMATHY	93	ENOLU KANJUCAN
44	CHANNIYA THANDIRAN	94	ENGA MUTHALI
45	CHENLA KANNU	95	ENGA OOR MAPILLAI
46	CHILLA KUNLA MALLAPESU	96	ENGA USUSARIY
47	CHEMBARUTHI	97	ENGA THAMBI
48	CHINNA DEVAN	98	ENGA VEETU MAPILLAI
49	CHINNA DURAI	99	ETHURUM PUTHURUM
50	CHINNA ZEMIN	100	ETTUPATTI RASA

101	EYE WITNESS	151	KALLAZHAGAR
102	EDHAI MADHE	152	KALLURI VASAL
103	GANESH	153	KALYANA VAI BHOGAM
104	GENTLEMAN	154	KARUPPU NILA
105	GNANA PADHAM	155	KARUTHAMMA
106	GOKULATHIL SEETHAI	156	KATHALAN
107	GOPURA DEEFAM	157	KATHIRUKKA NERAMILLAI
108	GUMMI PATTU	158	KATTABOMAN
109	HARICHANDRA	159	KATTALAI
110	HARIRISHNAS	160	KAVALAI PADATHE SAGOTHARA
111	HITLER THE GREAT	161	KAVALLUKKU KANNILLAI
112	I LOVE INDIA	162	KEERPEICHU RETKEVAA
113	IDHAYA VAZHITHU	163	KILLAKI MAPILLAI
114	IDHAYAME IDHAYAME	164	KITTAIKOMI NAERKKUM
115	IDHUTHAN KADHA	165	KIZHAKU CHET MAYALAI
116	ILAIGNANAI	166	KODUNARAN
117	ILAVARASI	167	KOOTALI
118	INDEPENDENCE DAY	168	KOYIL KALAI
119	INDIA	169	KADHAI
120	INDIAN	170	KUTHAPATHIRUKKAI
121	IRUPURU PURVILLAI	171	KUYAL THOPPU
122	IRUSAI MAZHAI	172	LATCHATHIL ORVAN
123	IRULUM OULAM	173	LOVE BIRDS
124	IRUVAN	174	LOVE MOOD
125	IRU MANAKKATHOOMI	175	MAAMANIDHAN
126	IRUNGAL VADUNGALA THONGAL	176	MAANIKKAM
127	IRUPPOT	177	MAABUVESHAM
128	IRUKKATTU KALAI	178	IRADAPURATHU KATAGI
129	IRANS	179	KADURAI MEENAKSHI
130	JITHIRAI	180	MAGAN
131	KADHALA KAROHALA	181	MAGALAI MATTUM
132	KALAI MAI POCHU	182	MAGESAN
133	KALAMELAI KATHIRUPEN	183	MAGUPPATTI
134	KADHAI	184	MAHARAJAHU
135	KADHAI CHINNAM	185	MAHARASAN
136	KADHAI KOTTAI	186	MATHITAN
137	KADHAI MAANNAN	187	MAMAN MAGAI
138	KADHAI NENIANGAI	188	MAMAN MANASU
139	KADHAI OORVALAN	189	MAANIPAR VEEDU
140	KADHAI PUTHAGAM	190	MANASUKKAI MATHAPPU
141	KADHAI SATCHYAGA	191	MANASUKKAI VARALAMA
142	KADHAI VIDUTHALAI	192	MANATHILAE ORU PATTU
143	KADHAI	193	MANATHUKKUL NEE
144	KADHAI KALAM VAA	194	MANIKUYIL
145	KAKKA KADI	195	MANIKATHINAM
146	KADAI KADDOI	196	MANITHA THIRUMBIFAN
147	KALAINNAM	197	MANIKU VIRATTU
148	KALAINNAM	198	MANNAN
149	KALIKALAM	199	MANNAVARU CHINNAVARU
150	KALKI	200	MANNEMAI MARIYADHAI

201	MARILLAI GOUNDER	251	MILA
202	MARILLAI MANASU POO POLA	252	MILAAVEY VAA
203	MARILLAI VANDACHU	253	MIYATHA THARASU
204	MARIVAN	254	OH BASUTHA
205	MARIVATHEY KANMANIYA	255	ONCE MORE
206	MARUMADAN	256	ONNA IRUKKA KATHUKANUM
207	MAMUPADIUM	257	ODU THOCTI SABATHIAN
208	MAY MAADHAM	258	PACUM PADAI UNAKKA
209	MEERA	259	PAGNITHURAI
210	METTUNJAI	260	PAGNIA AKURCHI
211	MINSARA KANAVU	261	PAGUADIA POOWA
212	MINSARA SAKNA	262	PAGAYAPPA
213	MISTH MADRAS	263	PAGANAN
214	MISTER MAHARAJ	264	PANDAY
215	MISTER Z	265	PANDAYAN RAVATHI
216	MOODU KANTHIRAM	266	PANDAY
217	MR BOHAI	267	PANABARAI
218	MOODAL PAVANAM	268	PANAMUNIAM
219	MUNIAN DADIK	269	PANNATTAM
220	MURRAY NARAYAN	270	PARVA GANESHWATHAN
221	MUTHU KUDIPPU	271	PARVATHI ENNAIPADI
222	MURADAN	272	PASAMULA PANDIYABE
223	MURATTUKANDHAL	273	PASVALAY
224	MUSTHA	274	PASVARRA
225	MUTHU	275	PATCHIKODI
226	MUTHU RAMJI	276	PATHAN PRAHMANAM
227	MUTHUKANN MOONERU	277	PATHIPER
228	MUTHUJA	278	PATIL SATHAN
229	MALAYA SANTHIAN	279	PAVITHRA
230	MALAYA SENGITHI	280	PERI ONDUR KANDEN
231	MALAI PETHA MADANE	281	PERIYA MANJUNATHAN
232	MALAI UNGA VETTU PILLAI	282	PERIYA THAMBI
233	MAANGAM	283	PERYANNA
234	MARUDU KATHAKURUBEN	284	PILLAI PASANI
235	MARU RAMI	285	PISHA
236	MARUDU NANNAN	286	POLLE BROTHERS
237	MARUDU PATTUKANNAN	287	PONAKA A SIONA POCHI
238	MARUDU NANI	288	PONBALINGA SAMI CHABAM
239	MARAVALLI	289	PONKATHAL IT KANI
240	MARAI ENGAL KANNAN	290	PONMANAI
241	MALAYA THEERPU	291	PONNU VELAYRA IIRKODI
242	RAMMA ANHACHI	292	PONNUMANI
243	RAMMA ORU RASA	293	PONNARATHU
244	RAMMA PUNNU VADIVANAM	294	PODIAZAM
245	RAMMAVAR	295	POO ONDUR PULKANATHU
246	RANSA	296	PODCHUDAVAA
247	RANTHINI	297	PODCHOLAI
248	RATICHAN PONTTAM	298	PODCHOLAI KUDIAE
249	REARAI NALLA KUDU	299	PODCHOLAI PUTHANATHU
250	REARAI	300	PODCHOLAI VADIGIRI

301	POOVASAN	351	SENTHODRAPANDI
302	POOVE PONPOOVE	352	SETHUPATHI IPS
303	POOVELI	353	SEVANTHI
304	POOVELLAM KETTUPAAR	354	SEVATHA PONNU
305	PORANTHA VEDA PUKUNTHA VEE DA	355	SINDHUBATH
306	PORANTHALLUM AMBALAYA POR	356	SINGARAVELAN
307	PORKALAM	357	SODRIYA PUTHIRAN
308	PRATHAP	358	SORNAMUGHI
309	PRIYAM	359	SRIJITHI
310	PULLA KUTTIKARAN	360	SUBASH
311	PURATCHI KARAN	361	SUBRAMANIAN SWAMY
312	PURUTHAN KAKULLA BOYTUKK	362	SUSHA
313	PURUSHAN PONDAETTI	363	SUNDARAPANDIAN
314	PUTHALWAN	364	SUNDARI NEEYUM SENGUNAN NAANUM
315	PUTHYA ALAI	365	SUPERMAN
316	PUTHIYA MAJHARGAL	366	SUTTI KUZHANDHAI
317	PUTHIYA PADASAKTHI	367	SUYAMVARAM
318	PUTHUMMATHAN	368	TAMIL MAGAN
319	PUTHUSA ORU KALYANAM	369	TAMILSELVAN
320	PUTHUS POTHU ROSA	370	TATA BIRLA
321	RAASI	371	THAI MAMAN
322	RAILWAY COOLIE	372	THAI MANASU
323	RAJIA PANDI	373	THAKULAME THAKULAM
324	RAKUMARAN	374	THAIMOZHI
325	RAMATHA	375	THALAIVASAL
326	RAJAVE KUYIL	376	THALAVI
327	RANGEELA	377	THALATTU
328	RANJITHA RAMI	378	THAMARAI
329	RANJITH	379	THAMBI DURAI
330	RANJITH	380	THANABI PONDAETTI
331	RATHIN	381	THANATHACHI
332	RICKSHAW MAMA	382	THANGA KOLUSU
333	ROJAVAI RILATHE	383	THANGA MANASKARAN
334	ROSAPPO CHINTA ROSAPPO	384	THANGAKKI
335	RUKKUMANI	385	THE BLAST
336	SABAASH BABU	386	THEDINJAN VANTHADU
337	SAMBAT	387	THEJANANU PAATUKARAN
338	SANISARIAME SARANAM	388	THEJRAL VARUM THEJU
339	SAMY SONNA SARITHAN	389	THENDRALIN THEERPPU
340	SANDHAIKU VANDHA KILI	390	THENPANDI SINGAM
341	SANDHANAM	391	THERKU MALAYDRAMMA
342	SANDHAN	392	THILAKAM
343	SANDHAPPAN	393	THILAGAVATHYCHI
344	SATHIYA DHARMAM	394	THIRUJA
345	SECURITY OFFICER	395	THIRUMATHI-PALANISWAMI
346	SEETHANAM	396	THIRUMOORTHY
347	SENATHIPATHI	397	THODARUM
348	SEYBAGAM	398	THONDAN
349	SENGHODRAM	399	TIGER
350	SENTHAMIZH PATTU	400	UDAN PRAPPU

401	ULLAE VELLINAE
402	UNNAI NINAYCHANE PATTU PADICHEN
403	URAVUKKU MARLYATHAI
404	URIMAI POAR
405	URIMAL GEETHAM
406	USILAMPATTY PENKUTTY
407	UTHAMABASA
408	UTHAVIKKU VARALAMA
409	UYIRODU UYIRAGA
410	UZHAVAATHI
411	UZHAVAN
412	VAA MABALE VAA
413	VAA VAA VASANTHAMAE
414	VALATHU KALAI VAITHU VAA
415	VALFE
416	VALLAL
417	VALLU
418	VANDICHOLAI CHINNARASU
419	VANGA PARTNER VANGA
420	VANNA THIRAI
421	VANNA VANNA POKKAI
422	VARAI SANDIVAIR
423	VARAVU ETTANA SELAVU PATHANA
424	VASANTHAKALA KOLAI
425	VEERAMANI
426	VEERAPATHANAM
427	VEETUKULE THIRUVIZHA
428	VEETULA VISHANGA
429	VELUSAMY
430	VETRI MALAI
431	VETRI MEL VETRI
432	VETRIMUGAM
433	VIDUKATHAI
434	VILLUPATTI KARAN
435	VIP
436	VIRATHAM
437	VISHNU
438	VISHWANATH
439	VISHNVI MAGAN
440	VICHAYODA KAVITHAI
441	WALTER VETRIVEL
442	WATCHMAN VADIVELU
443	YARUKKU MAPILLAI YARO

For Music Master A.V.M. Co. P. Ltd.

Director

8. Representatives of both plaintiff and first defendant confirm that said MOC has been signed by plaintiff and first defendant after understanding all the terms and conditions therein and both of them make a joint request that this Commercial Division may please be dispose of the main suit itself in terms of said MOC.

9. The prayer for decreeing the suit in terms of said MOC is acceded to. Said MOC, certified true copy of plaintiff company's Board resolution referred to supra and self attested photocopies of photo identity cards of the representatives of the plaintiff company and first defendant company shall all form part of the compromise decree.

10. Suit decreed on above terms. No costs. Consequently, all interlocutory applications are closed.

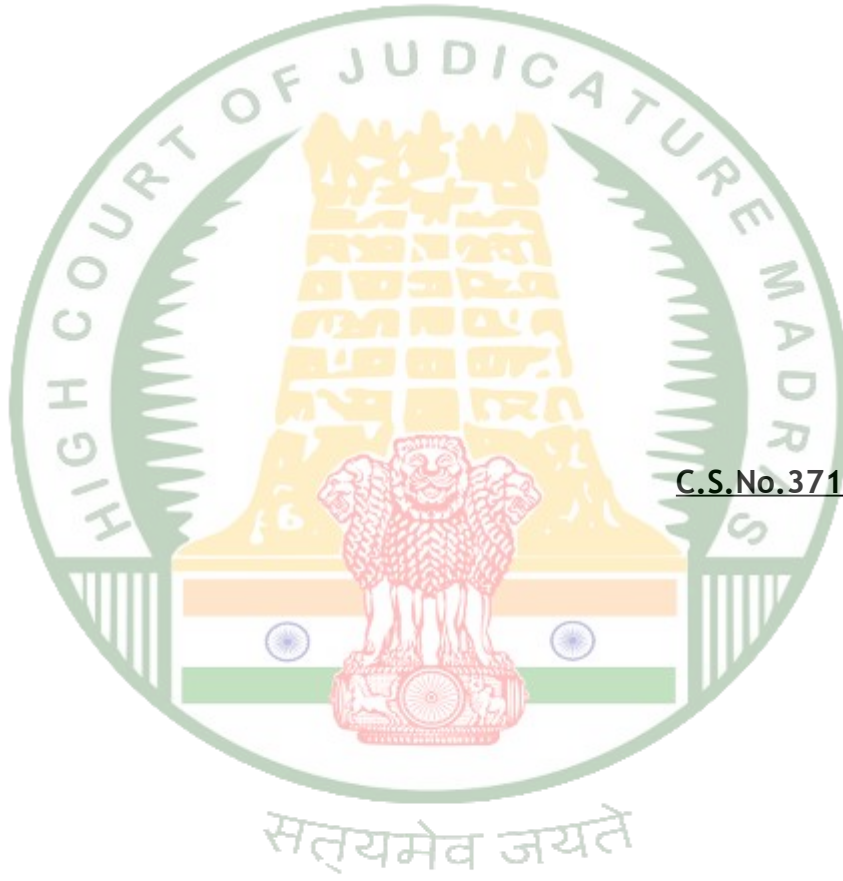
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Index : Yes/No

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M.SUNDAR, J.

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