

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 16.09.2019

Coram

The Honourable Mr.Justice N.SATHISH KUMAR

**C.S.No.73 of 2013
and A.No.1079 of 2013**

M/s.UTV Software Communications Ltd.,
Rep. by its Authorized Signatory, Mr.S.Leelaram,
Archway Apartments, North Wing,
Ground Floor,
Old No.151, New No.44,
Eldams Road,
Chennai – 600 018.

...Plaintiff

Versus

1.Thiru Pictures Private Limited,
A Company incorporated under the
Companies Act, having its Registered
Office at 2A/3, Prakasam Street, Karpagam Avenue,
Janaki Nagar, Valasaravakkam,
Chennai – 600 087.

2.M/s.Sumeru Media and
Communications Private Limited
A Company incorporated under the Companies Act,
Having its Registered Office
at No.50, ground floor,
Capital Plaza, South Boag Road,
T.Nagar, Chennai – 600 017.

...Defendants

This suit is filed under Order IV Rule 1 of the Original Side Rules r/w. Order VII Rule 1 of the Civil Procedure Code for the following reliefs:

(a) declaring that the letters dated December 7, 2012 and December 14, 2012 addressed by Defendant No.1 to the plaintiff terminating the said Agreement is wrongful, unlawful, bad in law and equity;

(b) declaring that said Agreement dated March 4, 2010 entered into between the plaintiff and defendant No.1 is valid, subsisting and binding on defendant No.1;

(c) directing the defendant No.1 to specifically perform its obligations under and as per the terms and conditions of the said Agreement;

(d) directing the defendant Nos.1 & 2 to hand over to this Hon'ble Court the original of the alleged agreement entered into by and between them which is in contravention of the said agreement;

(e) upon handing over of the original of the alleged agreement as set out in (c) above, this Hon'ble Court be pleased to pass an order and decree declaring the alleged agreement entered into between defendant No.1 and defendant No.2 be inoperative; and

(f) restraining the first defendant and its agents, servants, representatives, officers or any persons claiming through or under defendant No.1 by an order of mandatory injunction from acting upon and in furtherance of their alleged agreement with defendant No.2 wherein the defendant No.2 is appointed as marketing agency of defendant No.1 to sell the FCT available on the said Program telecasted on SUN TV.

(g) That in the alternative to prayers (a) to (e), this Hon'ble Court be pleased to pass an order and decree directing defendant Nos.1 and 2 to jointly and severally pay damages amounting to Rs.1,72,34,995/- together with interest at the rate of 18% p.a. or such other rate as this Hon'ble Court may deem fit, towards the loss suffered by the plaintiff on account of the wrongful termination of the said Agreement by the defendant No.1, from the date hereof till payment/realization to the plaintiff as per the particulars of plaintiff's claim (Exhibit "13" hereto).

(h) grant costs of the suit.

For Plaintiff : Ms.Meghana Nair

For Defendants : Mr.K.G.Vasudevan

J U D G M E N T

The learned counsel for plaintiff submitted that the matter has been settled out of Court, between the parties. She therefore seeks the permission of this Court to withdraw the present suit and prays for the refund of full Court fee to the plaintiff. She has also made an endorsement to that effect.

N.SATHISH KUMAR, J.,

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2. In view of the submission coupled with an endorsement made by the plaintiff's counsel, this Civil Suit is dismissed as withdrawn and as per the amended Section 69 of Tamil Nadu Court Fees and Suits Valuation Act, 1955 (Tamil Nadu Act XIV of 1955) as amended by Tamil Nadu Act 6 of 2017 with effect from 01.03.2017 Act, refund of full Court fee is ordered by this Court. Therefore, the Registry is directed to do the needful to refund the full Court fee to the plaintiff, as per law. No costs. Consequently, connected Application is closed.

16.09.2019

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Index : Yes/No

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