

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.07.2019

Coram

The Honourable Mr. **Justice KRISHNAN RAMASAMY**

C.S.No.335 of 2019
and
O.A.Nos. 541 & 542 of 2019

- 
1. Jharsanya Logistics Private Ltd.,
rep. by its Director Mr. Jharson Ruben,
having its registered office
at No.B-2 Buildings'Unit No.207,
2nd Floor, (Imax Theater),
Wadala Truck Terminal,
Vadala Aanik Road,
Mumabari - 400 037
2. Jharson Ruben,
S/o. M.Ruben,
Melakkattuvilai, Azhakiya Mandapam,
Mulagumodu Post,
Kanyakumari - 629 175. ... plaintiffs

Vs.

1. Madukkur Movie Makers
represented by its Proprietor
R.Singaravadivelan,
Door No A-8, Srinivasa Arcade,
Arunachalam Road, Saligramam,
Chennai - 600 083.
2. M/s. Gemini FX,
represented by its Director,
NO.28, New Bangaru Colony,
West KK Nagar, Chennai -600 078. ... defendants

PRAYER : This Civil Suit has been filed under Order VII, Rule 1 of CPC and Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2016 r/w. order IV Rule 1 O.S. Rules and Section 62 and 65 of Copy Right Act 1957 for a decree and judgment against the defendant

a) directing the first defendant to pay a sum of Rs.50,00,000/- (Rupees fifty lakhs only) to the 1st plaintiff along with future interest at the rate of 24% per annum from the date of the plaint till the date of realization.

b) to grant perpetual injunction restraining the 1st defendant, his men, agents, assigns, successors or any person claiming under him from releasing, exhibiting or commercially exploiting the Tamil film "Kazhughu-2" in any form or medium such as theaters, satellite television, DTH, Video, You Tube, Internet, Cable Operators etc., without the written consent of the plaintiffs or until repayment of the suit claim.

c) To grant perpetual injunction restraining the 1st defendant, his men, agents , assigns, successors or any person claiming under him from creating any further charge over the dubbing right of the said film "Kazhughu-2" in Hindi and other North Indian languages and its overseas rights in favour of any third parties

and

e) for costs of the suit.

For plaintiff : Mr. C.S.K.Sathish

For defendants : Mr. A.M.Ravindranath Jeyapal
for D1

JUDGMENT

The suit has been filed for recovery of money and perpetual injunction.

2. Today, when the matter is taken up for hearing, the learned counsel appearing for the plaintiffs submits that the matter has been settled between the parties and he has filed a memo dated 26.07.2019 to that effect, which reads as follows:

" 1. In the above suit, the defendants has deposited a sum of Rs.42,00,000(Rupees Forty Two Lakhs only) towards the credit of the suit. The plaintiff herein agrees to receive the above sum towards full and final settlement of its claims as well as towards full settlement of the claim originally made by late Mr. Ruben(died) in STC NO.33 of 2018 on the file of the learned Judicial Magistrate, Padmanabhapuram, Kanyakumari District, now represented by his legal representatives including the 2nd plaintiff.

The 1st defendant at the time of availing the suit loan had handed over the following document to the plaintiff.

DOCUMENTS HANDED OVER BY THE 1ST DEFENDANT TO THE PLAINTIFF.

<i>S.No</i>	<i>Date</i>	<i>Description of the Document</i>	<i>Nature of the document</i>
1.	09.09.2009	Duplicate sale deed executed by A.C.Anandan in favour of the 1st defendant	Duplicate Copy
2.	17.07.2015	Loan letter executed by the 1st defendant to late Mr.Ruben	Original
3.	02.05.2015	Cheque issued by the 1st defendant to Chandrakala movies drawn on Kotak Mahindra Bank Branch, Kodambakkam bearing No.000013	Original
4	--	Blank cheque signed by the 1st defendant drawn on Kotak Mahindra Bank , Kodambakkam Branch, bearing No.000009	Original
5.	08.10.2018	Memorandum of compromise signed by the plaintiff and 1st defendant	Original
6	13.10.2018	Letter by the 1st defendant to the 2nd defendant	Original
7.	22.10.2018	Letter by the 2nd defendant to the plaintiff	Original

2. The plaintiff in view of the settlement the dispute between the parties agrees to hand

over the aforesaid document to the 1st defendants. The plaintiff states that it has no other document belonging to the 1st defendant other than those the 1st defendant mentioned above. The plaintiff upon receipt of Rs.42,00,000/- undertakes to hand over the above original documents to the 1st defendant. "

3. The learned counsel appearing for the plaintiffs submits that though in the memo, the plaintiffs have stated that they will hand over the above mentioned 7 documents after receipt of the sum of Rs.42,00,000/-, now, the learned counsel fairly submits that, as instructed by his client, he is ready to hand over all the documents on or before 30.07.2019.

4. The learned counsel appearing for the defendants submits that they have also issued two more cheques bearing Nos.000008 and 000010 drawn on Kotak mahindra Bank, Kodambakkam Branch in favour of the plaintiffs.

5. The learned counsel appearing for the plaintiffs submits that the said two cheques (bearing Nos.000008 and 000010) are missing and the said submission is recorded by this Court.

6. The Registrar General, High Court, Madras is directed to release the sum of Rs.42,00,000/-(Rupees Forty Two Lakhs only) to and in favour of the plaintiffs within three weeks from the date of receipt of copy of this order.

7. In view of the above settlement, the interim injunction already granted by this Court on 09.05.2019 stands vacated and the second defendant is directed to release the prints of the feature film Kazhughu-2 in favour of the first defendant on or before 29.07.2019. Registry is directed to refund necessary Court fee as per Rule.

8. With the above directions, this Civil Suit is decreed in terms of the above settlement. No costs. Consequently, connected miscellaneous petitions are closed.

26.07.2019

mrp

<http://www.judis.nic.in> **Note : Issue Order copy today**

Index : Yes/No
Internet: Yes/No

KRISHNAN RAMASAMY, J.,

mrp



C.S.No.335 of 2019

WEB COPY

26.07.2019