

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.03.2020

CORAM:

THE HONOURABLE MR. JUSTICE M.S.RAMESH

C.S.No.150 of 2019

and

A.No.4820 of 2019

Mr.B.Pradeep,
Proprietor of Diya Movies,
66/70, Palani Andavar Koil Street,
Vadapalani, Chennai - 600026.

...Plaintiff

Vs.

1. All in Pictures,
3C, 2nd Block,
Bajaj Apartments,
5th Cross Street,
Nandanam Extension,
Chennai - 600035.

2. Goldmines Telefilms Pvt. Ltd.,
Plot No.45, Ganpati Bhavan,
M.G.Road, Goregaon (West),
Mumbai - 400062.

...Defendants

PRAYER: Civil Suit filed under Order VII Rule 1 of Civil Procedure Code, 1908 and Order IV Rule 1 of O.S. Rules, 1956 read with Sections

51, 55 and 62 of the Copyright Act, 1957 and the Copyright (Amendment) Act, 2012 and Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, No. 4 of 2016, praying to grant a decree and judgment on the following terms:-

- (a) permanent injunction restraining the defendants, their men, agents, successors-in-business, assigns, representatives or any person claiming through or under them in any manner exploiting the plaintiff's sole and exclusive "Hindi and all other North Indian languages Dubbing Rights" excluding Tamil, Telugu, Kannada and Malayalam in the move titled GORILLA, amounting to copyright infringement, by claiming any rights over the said Hindi dubbing rights already assigned to the plaintiff;
- (b) permanent injunction restraining the defendant No.1, their men, agents, successors-in-business, assigns, representatives or any person claiming through or under them from alienating, releasing, exhibiting, distributing, assigning, transferring, selling, offering for sale and otherwise using in any manner whatsoever the said "Hindi and all other North Indian languages Dubbing Rights" to any other person, in any manner whatsoever;
- (c) direct the defendant No.2 to surrender to the plaintiff the audio, visual, publicity footages, physical prints and/or digital prints/copies of the film GORILLA received from the defendant

No.1 for destruction and any other materials in defendant No.2's possession, which amounts to infringing the exclusive dubbing rights of the plaintiff;

- (d) the defendant No.1 be ordered to pay to the plaintiff a sum of Rs.3,00,000/- as liquidated damages for violating the terms of the Deeds of Assignment and Indemnity dated 20th January, 2018;
- (e) for costs; and
- (f) for such other and further reliefs as the nature and circumstances of the case may require and thus render justice.

For Plaintiff : Mr.Arun C. Mohan

For Defendants : Mr.S.Karthikei Balan
for D1
Mr.S.R.Raghunathan
for D2

JUDGMENT

Pending the suit, the parties were referred to Mediation and during the course of Mediation, both the parties have amicably resolved the disputes among themselves, pursuant to which, they have entered into a Settlement Agreement, dated 13.02.2020. The terms of the Settlement Agreement reads as follows:

SETTLEMENT AGREEMENT

*This SETTLEMENT AGREEMENT entered into on
13.02.2020 between:*

*Mr. B. Pradeep
Proprietor of Diya Movies
66/70, Palani Andavar Koil Street,
Vadapalani, Chennai 600 026. ...Plaintiff*

And

*1. All in Pictures
3C, 2nd Block,
Bajaj Apartments,
5th Cross Street,
Nandanam Extension,
Chennai – 600 035. ...Defendant No.1*

*2. Goldmines Telefilms Pvt.Ltd.
Plot No. 45, Ganpati Bhavan,
M.G. Road, Goregaon West
Mumbai – 400 062. ...Defendant No.2*

WHEREAS

*1. Disputes and differences had arisen between the
parties hereto and the suit C.S.No.150/2019 was filed on
19.02.2019 before the Hon'ble High Court of Madras.*

*2. The Matter was referred to mediation/conciliation
vide an order dated 26.09.2019.*

*3. The Parties agreed that Mrs.P.Kavitha Balakrishnan
would act as their Mediator/Conciliator.*

4. Several meetings were held during the process of Mediation/ Conciliation from 14.10.2019 to 19.12.2019 and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.

5. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement out of Court through their respective counsels.

6. The Following settlement has been arrived at between the parties hereto:

A. All the terms of the agreement dated 20.01.2018 entered between the Plaintiff and the 1st Defendant shall remain unaffected and unaltered.

B. All other terms and conditions of the agreements dated 16.11.2018, addendums and that has settlement agreements that have been entered into between 1st and 2nd Defendant shall remain unaltered and binding on 1st and 2nd Defendant herein to the extent that they do not conflict with the terms set out herein. The exploitation of Hindi and other North Indian languages dubbing rights from the TELUGU VERSION of the film "GORILLA" starring Brahmanand, Venilla Kishore, and Bhramaji, JeevaShaliniPandey and others by the 2nd Defendant shall take place on or after 14.01.2021.

C. The 1st Defendant has agreed that he shall finalise the script of Telugu movie of Gorilla in

consultation and approval with 2nd Defendant between 16th February, 2020 to 28th 5th February, 2020 and will commence the Production after 5th March, 2020 and complete the same on or before 31st March, 2020. The 1st Defendant agrees to hand over the document and materials as mentioned in the deed of transfer of ownership dated 16.11.2018 to 2nd Defendant to his complete satisfaction on or before 31st July, 2020. The Total Sale Consideration as agreed between the 1st and 2nd Defendant shall be reduced to Rs.90 lakhs from Rs 2 Crore.

D. The parties agree that the amount of deposit of Rs.30 lakhs made in the High Court shall be withdrawn by the Plaintiff and the 1st Defendant in the following proportions i.e a sum of Rs.16 lakhs shall be withdrawn by the 1st Defendant and a sum of Rs.14 lakhs shall be withdrawn by the Plaintiff directly out of the total sum of Rs.30 lakhs deposited to the credit of the present suit.

E. The 1st Defendant agrees that the Telugu Version of the film GORILLA to be produced by the 1st Defendant will have a difference of atleast 35 minutes of talkie portion containing wholly new audio and visual content/footage in comparison with the Tamil Version of the film GORILLA. The 2nd Defendant agrees that the Hindi dub and all other dubbed versions in other North Indian Languages dubbed from the Telugu version of the film Gorilla will also contain the same difference of 35 mins comprising the wholly new audio and visual content/footage contained in the Telugu version of

the film GORILLA and such difference shall also be contained in the dubbed versions of the 2nd Defendant that are telecast via satellite channels and/or other means.

F. The 1st Defendant agrees that for the payment of Rs. 50 lakhs already made by the Plaintiff to the 1st Defendant, the GST charges in the form of credit shall be given to the Plaintiff and accordingly through tax invoice dated 12.09.2019 a sum of Rs.6 lakhs has been paid to the Plaintiff after deduction of TDS.

7. By signing this Agreement, the parties hereto state that they have no further claims or demands against each other with respect to C.S. No. 150 of 2019 and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation/Conciliation, and the parties agree that the suit may be decreed in the terms of the same.

2. In consonance with the terms of settlement arrived between the parties, the plaintiff shall be entitled to withdraw a sum of Rs.14,00,000/- and the 1st defendant shall be entitled to withdraw a sum of Rs.16,00,000/- from out of the deposit lying before this Court.

M.S.RAMESH,J.

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3. Accordingly, the Suit in O.S.No.150 of 2019 is decreed in terms of the Settlement Agreement, dated 13.02.2020,. No costs. Consequently, the connected Application is closed.

4. Since the parties have resolved the disputes among themselves in the Mediation, the plaintiff shall be entitled for refund of the permissible Court fee, which is permissible.

5. The Settlement Agreement, dated 13.02.2020 shall also form part of this Judgment and Decree.

06.03.2020

Index:Yes/No

Internet:Yes/No

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**C.S.No.433 of 2017
and
A.Nos.347 & 3085 of 2017**