

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **30.03.2021**

CORAM:

THE HON'BLE MR.JUSTICE **C.V.KARTHIKEYAN**

C.S.No.106 of 2011
and O.A.No.136 of 2011
and A.Nos.909, 910 of 2011
and A.No.139 of 2020

1.Dr.S.Vijaya Bharati (Deceased)

2.Dr.Mira T.Sundara Rajan

Legal Representative of Dr.S.Vijay Bharati

1606 Northshore Drive

Richmond, California 94804, USA

(Impleaded as Legal Representative of Plaintiff

vide Order dated 09.10.2020 in A.No.2067 of 2020)

... Plaintiffs

..Vs..

1.Mr.T.S.Ramalingam (Deceased)

2.Narmadha Pathipagam,

Rep. by its Proprietor Mr.R.Janarthanam

No.10, Nana Street,

(near T.Nagar Head Post Office)

T.Nagar, Chennai 600 017.

... Defendants

PRAYER : Complaint filed under Order VII Rule 1 CPC read with Order IV

Rule 1 OS Rules of the Madras High Court Clause 12 of Letters Patent and

Sections 13, 14, 17, 51, 55 of the Copyright Act, prayed for a Judgment and Decree:-

(A) To grant permanent injunction restraining Defendants and its employees and agents forthwith from selling, distributing, exporting, offering for sale and in any manner directly or indirectly deal in plaintiff's literary work namely "Amaran Kadhai".

(B) (i) To direct the defendants to disclose the exact number of copies of the book "Amaran Kadhai" printed, published, distributed and sold by them;

(ii) To direct the defendants render their books of accounts to disclose the exact amount of monies received as proceeds by selling copies of the book "Amaran Kadhai";

(iii) To direct the defendants to pay the plaintiff a sum equivalent to 10% of Rs.300 for every copy of book "Amaran Kadhai" sold along with appropriate interest the period of deferment;

(iv) To direct the Defendants to disclose the number of copies of the book "Amaran Kadhai" in their possession and return each of them to the Plaintiff;

(C) To direct the defendants to pay all costs incurred by the plaintiffs.

For Plaintiffs : M/s.M.S.Bharath

For Defendants : M/s.R.S.Raveendaran

J U D G M E N T

It is very appreciable that a compromise has been entered into between the plaintiff and the defendants. It brings to a satisfactory end a litigation, it has been pending for nearly a decade. The Memo of Compromise dated 22.03.2021 has been filed. It has been signed by the second plaintiff who has been impleaded as a legal representative of the first plaintiff and also by the sole Proprietor of the second defendant who also

has been impleaded as the legal representative of the first defendant. The Memo of Compromise is as follows:

"The plaintiffs and defendant above named respectfully submit as follows:

1. The plaintiff is Dr.Mira T.Sundara Rajan Legal Representative of Dr.S.Vijaya Bharati 1606 Northshore Drive, Richmond, California 94804, USA.

2. The Defendant is Narmadha Pathipagam, No.10, Nana Street, (near T.Nagar Head Post office), T.Nagar, Chennai 600 017 Rep. by its Proprietor Mr.R.Janarthanam.

3. The plaintiffs have filed the present suit against the defendants for the following relief:

A. To grant permanent injunction restraining Defendants and its employees and agents forthwith from selling, distributing, exporting, offering for sale and in any manner directly or indirectly deal in plaintiff's literary work namely "Amaran Kadhai".

B. (i) To direct the defendants to disclose the exact number of copies of the book "Amaran Kadhai" printed, published, distributed and sold by them;

(ii) *To direct the defendants render their books of accounts to disclose the exact amount of monies received as proceeds by selling copies of the book "Amaran Kadhai";*

(iii) *To direct the defendants to pay the plaintiff a sum equivalent to 10% of Rs.300 for every copy of book "Amaran Kadhai" sold along with appropriate interest the period of deferment;*

(iv) *To direct the Defendants to disclose the number of copies of the book "Amaran Kadhai" in their possession and return each of them to the Plaintiff;*

C. To direct the defendants to pay all costs incurred by the plaintiffs.

D. And such other relief as this Hon'ble Court may deem fit, in the circumstances of the case, in the interests of justice and equity.

4. Pursuant to the same, the Defendants have approached the Plaintiff for amicable settlement of the dispute pursuant to which the parties above named have arrived at a settlement on the following terms and conditions.

(i) *The 2nd defendant admits, agrees and acknowledges that the plaintiff is the sole owner of the copyright in the literary work "Amaran Kadhai".*

(ii) *The 2nd defendant agrees and undertakes not to publish, re-print market, distribute, export or, in any manner, directly or indirectly deal with the plaintiff's literary work "Amaran Kadhai".*

(iii) *The parties agree that the 2nd defendant shall handover the copies of the unsold books "Amaran Kadhai" (99 books in total) to the counsel for the plaintiff.*

(iv) *The defendant submits to the judgment and decree as prayed for in terms of Prayer 27(a).*

(v) *All the aforesaid settlement terms will be binding henceforth on the said defendant, their directors, proprietors, partners, successors-in-business, legal representatives and assignees.*

(vi) *Subject to the aforesaid settlement terms, the plaintiff agrees to give up the other reliefs, i.e. Prayers 27(B), (C), (D) claimed in the Plaint.*

5. *It is therefore humbly prayed that the present memorandum of compromise may be recorded and a decree in terms of paragraphs 27(A) of the Plaint may be passed by this Hon'ble Court, incorporating the terms of the settlement as a part thereof.*

Dated at Chennai on this the 22 day of March

2021.

*sd/---,
Plaintiff.*

*sd/---,
Counsel for Plaintiff.*

Dated at Chennai on this the 22 day of March

2021.

*sd/---,
Defendant.*

*sd/---,
Counsel for Defendant."*

2. It is to be also noted that the same has also been signed by the learned counsel for the plaintiff and also by the learned counsel for the defendants.

3. In view of the same, the suit is decreed in terms of the Memo of Compromise. The Memo of Compromise dated 22.03.2021 shall form part of the Decree. No order as to costs. Connected Applications are closed.

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30.03.2021

Index : Yes / No

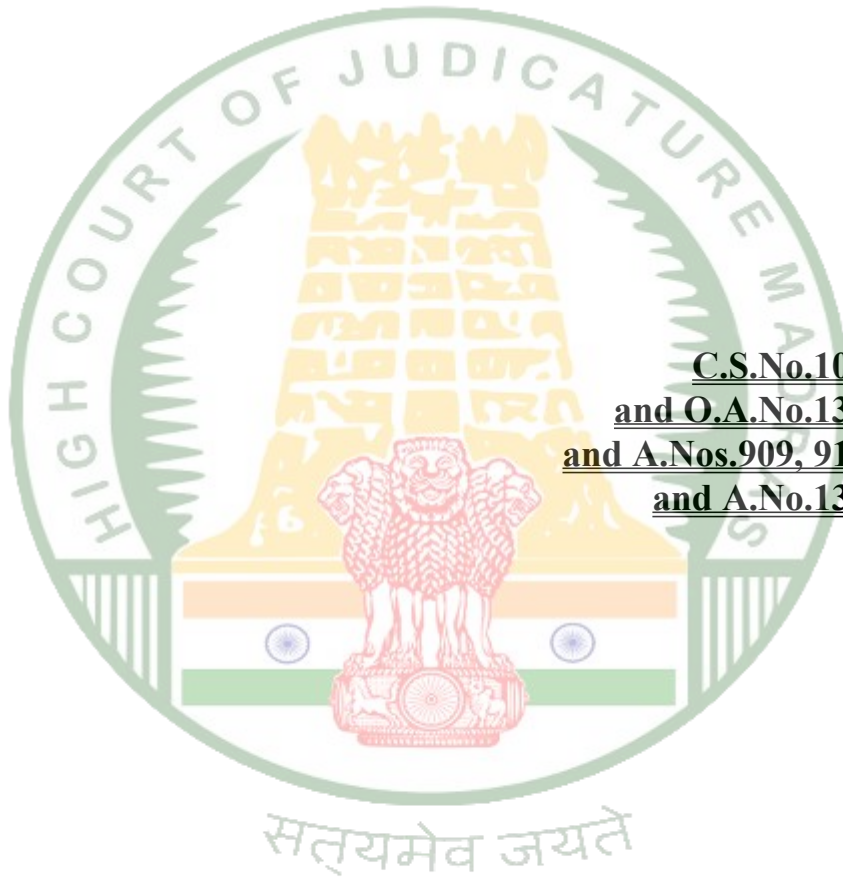
Web : Yes / No

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C.S.No.106 of 2011, O.A.No.136 of 2011, A.Nos.909, 910 of 2011, 139 of 2020

C.V.KARTHIKEYAN, J

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