

C.S.No.349 of 2020

C.V.KARTHIKEYAN.,J

A judgment had been passed on 19.03.2021 recording the Memo of Compromise entered into between the plaintiff and the defendants. In paragraphs 5 and 7 of the judgment, it had been stated as follows:-

“5.In view of the fact, that the parties had settled the issues between them, the suit is *dismissed as Settled out of Court*. No order as to costs. The original Memo of the Compromise and its Annexures including the Deed of Assignment of the Trademark and Copyright and also the affidavit No Legal Proceedings and the Resolution passed at the Meeting of the Board of Directors shall form part of the Decree.

7.With the above observation, the suit is *dismissed as Settled out of Court*. No order as to costs.”

2.Today, the matter is listed under the caption “for being mentioned”.

3. With reference to the said order of this Court dated 19.03.2021, passed in C.S.No.349 of 2020, paragraphs 5 and 7 of the order shall stand substituted as follows:

“5.In view of the fact, that the parties had settled the issues between them, the suit is ***decreed in terms of the Memo of Compromise***. No order as to costs. The original Memo of the Compromise and its Annexures including the Deed of Assignment of the Trademark and Copyright and also the affidavit No Legal Proceedings and the Resolution passed at the Meeting of the Board of Directors shall form part of the Decree.

7.With the above observation, the suit is ***decreed in terms of the Memo of Compromise***. No order as to costs.”

4.All other observations made in the earlier order dated 19.03.2021, shall remain intact.

5.Necessary amendment shall be made by the Registry.

31.03.2021

smv

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