



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

TUESDAY, THE 26TH DAY OF APRIL 2022

THE HON'BLE MRS. JUSTICE V.BHAVANI SUBBAROYAN

C.S.No.516 of 2008

M/s.Bharat Scans Pvt. Ltd.,
No.197, Peters Road,
Royapettah,
Chennai - 600 114.

... Plaintiff

versus

1. Dr. D.Karthikeyan,
B30, Landon Towers,
No.47, Landons Road,
Kilpauk, Chennai - 600 010

2. M/s. Jaypee Brothers Medical Publishers (P) Ltd.,
B-3 EMCA House,
23/23B, Ansari Road,
Daryaganj, New Delhi,
Having branch at :
282, III Floor, Khaleel Shirazi Estate,
Fountain Plaza, Pantheon Road,
Egmore, Chennai - 600 008.

... Defendants

Civil Suit praying that this Hon'ble Court be pleased to pass a
judgment and decree for

a) A perpetual injunction restraining the Defendants, their



franchisees, assignees, printers or any other person claiming under or through them from in any manner committing acts of copyright infringement by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, any of the plaintiff's cardiac images, readings, interpretations, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.

***aa) Grant a perpetual injunction restraining the Respondents, their distributors, stockist, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner committing breach of the plaintiff's commercial secrecy or using or divulging any of the confidential information, including the cardiac images in the Plaintiff's compilation and / or manuscript filed as Plaint Document No.1, by publishing, printing, stocking, selling, offering for sale, either directly or indirectly including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.**

***(Amended as per order dated 01.07.2009 in Application No.2718 of 2009 in C.S.No.516 of 2008)**

b) The defendants be ordered to surrender to plaintiff for destruction



of all books, printed material, labels, dyes, blocks, moulds, screen prints, packing materials and other materials containing any of the plaintiff's cardiac images, readings, interpretations.

c) A preliminary decree be passed in favour of the plaintiff directing the defendants to render true and proper accounts of sales made by sale of the infringing book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' and other infringing materials and a final decree be passed in favour of the plaintiff for the amount of sales generated found to have been made by the defendants after the latter have rendered accounts.

d) The defendants be ordered and decreed to pay to the plaintiff a sum of Rs.2,00,00,000/- as damages for the loss suffered by the plaintiff on account of the acts of copyright infringement as detailed herein above, committed by the defendants.

e) for costs of the suit.

This suit coming on this day before this court for hearing in the presence of Mr.R.Parthasarathy, Advocate for the plaintiff herein and Mrs.L.Maithili, Advocate for the 1st defendant and Mr.E.Senthil Kumar for M/s.Sampath Kumar Associates, Advocates for the 2nd defendant herein and upon reading the plaint filed herein and Joint Memorandum of



advocates and the said advocates for the parties hereto praying this Court to pass a decree in terms of Joint Memorandum of Compromise morefully setout in the schedule hereunder, **it is interms thereof ordered and decreed as follows:-**

That (1) Dr.D.Karthikeyan and (2) M/s.Jaypee Brothers Medical Publishers (P) Ltd., the defendants herein, their distributors, stockist, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them, be and are hereby restrained by an order of perpetual injunction from (a) in any manner publishing, printing, stocking, selling, offering for sale, either directly or indirectly, any of the plaintiff's cardiac images, readings, interpretations, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever and (b) in any manner using or divulging the cardiac images in the plaintiff's compilation and/or manuscript filed as Plaint Document No.1, by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.

2) That the defendants herein, be and are hereby directed to surrender

all the books titled 'Multidetector Coronary CT Angiography - Principles,



Practice and Applications' seized by the 4 Advocate Commissioners in Appln.Nos.2516 of 2008 to the plaintiff for destruction.

3) That the claim of relief sought for in para 13(c) and 13(d) of the plaint, be and is hereby given up.

4) That a Certificate under section 69 of Tamil Nadu Court Fees and Suits Valuation Act, XIV 1955 do issue herein, out of and under the seal of this Court in favour of M/s.Bharat Scans Pvt. Ltd., the plaintiff herein, authorising them, to receive from the Pay and Accounts Office, High Court, Madras, a sum of Rs.2,03,900/- (Rupees Two Lakhs Three Thousand and Nine Hundred only) being the entire Court Fee paid on the plaint by the plaintiff herein.

5) That there shall be no order as to costs of this suit.

SCHEDULE - JOINT MEMORANDUM OF COMPROMISE



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08.06.2022

C.S.No.516 of 2008

DECREE

DATED : 26.04.2022

THE HON'BLE MRS.JUSTICE
V.BHAVANI SUBBAROYAN

FOR APPROVAL : 08.06.2022

APPROVED ON : 08.06.2022



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.04.2022

CORAM

THE HON'BLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

C.S.No.516 of 2008

M/s.Bharat Scans Pvt. Ltd.,
No.197, Peters Road,
Royapettah,
Chennai - 600 114.

... Plaintiff

Vs.

1. Dr.D.Karthikeyan,

2. M/s.Jaypee Brothers Medical Publishers (P) Ltd.,
B-3 EMCA House,
23/23B, Ansari Road,
Daryaganj, New Delhi,
Having branch at :
282, III Floor, Khaleel Shirazi Estate,
Fountain Plaza, Pantheon Road,
Egmore, Chennai - 600 008.

... Defendants

Plaint filed under Order IV Rule 1 of O.S. Rules read with Order VII
Rule 1 CPC, read with Sections 51, 55, 58 and 62 of the Copy Rights Act
1957, praying for a judgment and decree as follows :



stockist, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner committing acts of copyright infringement by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, any of the plaintiff's cardiac images, readings, interpretations, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever,

aa) Grant a perpetual injunction restraining the respondents, their distributors, stockists, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner committing breach of the plaintiff's commercial secrecy or using or divulging any of the confidential information, including the cardiac images in the plaintiff's compilation and / or manuscript filed as Complaint Document No.1, by publishing, printing, stocking, selling, offering for sale, either directly or indirectly including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.

(Amended as per order dated 01.07.2009 in Application No.2718 of



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b) The defendants be ordered to surrender to plaintiff for destruction of all books, printed material, labels, dyes, blocks, moulds, screen prints, packing materials and other materials containing any of the plaintiff's cardiac images, readings, interpretations.

c) A preliminary decree be passed in favour of the plaintiff directing the defendants to render true and proper accounts of sales made by sale of the infringing book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' and other infringing materials and a final decree be passed in favour of the plaintiff for the amount of sales generated found to have been made by the defendants after the latter have rendered accounts.

d) The defendants be ordered and decreed to pay to the plaintiff a sum of Rs.2,00,00,000/- as damages for the loss suffered by the plaintiff on account of the acts of copyright infringement as detailed herein above, committed by the defendants.

e) for costs of the suit.



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For Plaintiff : Mr.R.Parthasarathy

For D1 : Mrs.L.Maithili

For D2 : M/s.Sampath Kumar Associates

JUDGMENT

A Joint Memo of Compromise has been filed dated 22.04.2022, which has been signed by the Managing Director of the Plaintiff, first defendant, Director of the second defendant, learned counsel for the plaintiff and learned counsel for the defendants.

2. The terms of the Joint Memo of Compromise are as follows :

“1. The present suit has been filed by the plaintiff against the defendants seeking the following relief :

a) A perpetual injunction restraining the defendants, their distributors, stockist, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner committing acts of copyright infringement by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, any of the plaintiff's cardiac images, readings, interpretations, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice



and Applications' or in any other manner whatsoever.

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aa) A perpetual injunction restraining the defendants, their distributors, stockists, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner committing breach of the plaintiff's commercial secrecy or using or divulging any of the confidential information, including the cardiac images in the plaintiff's compilation and / or manuscript filed as Complaint Document No.1, by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.

b) The defendants be ordered to surrender to plaintiff for destruction of all books, printed material, labels, dyes, blocks, moulds, screen prints, packing materials and other materials containing any of the plaintiff's cardiac images, readings, interpretations.

c) A preliminary decree be passed in favour of the plaintiff directing the defendants to render true and proper accounts of sales made by sale of the infringing book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' and other infringing materials and a final decree be passed in favour of the plaintiff for the amount of sales generated found to have been made by the defendants



after the latter have rendered accounts.

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d) The defendants be ordered and decreed to pay to the plaintiff a sum of Rs.2,00,00,000/- as damages for the loss suffered by the plaintiff on account of the acts of copyright infringement as detailed herein above, committed by the defendants.

2. The Hon'ble Court on 07.05.2008 granted interim order of injunction against the defendants in O.S.No.575 of 2008 and the said order was extended until further orders on 18.06.2008.

3. The Hon'ble Court also appointed 4 advocate commissioners in Appl.No.2516 of 2008 and seized the infringing books titled "Multidetector Coronary CT Angiography - Principles, Practice and Applications' from Chennai, Bangalore, Mumbai and New Delhi published by the defendants. Such seized books were handed over to the plaintiff's counsel for safe custody till the disposal of the suit.

4. Since the order of injunction has continued till date and the defendants have also not continued with the publication of the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' till date, the plaintiff and defendants have agreed to settle the dispute amicable as under.



5. *Without admitting any contention averments, statement, allegations raised before this Hon'ble Court, the parties have mutually agreed to abide by the following terms :*

6. *That the defendants submit to a decree of injunction as under :*

a. *A perpetual injunction restraining the defendants, their distributors, stockist, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner publishing, printing, stocking, selling, offering for sale, either directly or indirectly, any of the plaintiff's cardiac images, readings, interpretations, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.*

aa) *a perpetual injunction restraining the defendants, their distributors, stockists, servants, agents, retailers, representatives, publishers, franchisees, assignees, printers or any other person claiming under or through them from in any manner using or divulging the cardiac images in the plaintiff's compilation and / or manuscript filed as Complaint Document No.1, by publishing, printing, stocking, selling, offering for sale, either directly or indirectly, including by the book titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' or in any other manner whatsoever.*



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7. *The defendants also submit to a decree by surrendering all the books titled 'Multidetector Coronary CT Angiography - Principles, Practice and Applications' seized by the 4 Advocate Commissioners in Appl.No.2516 of 2008 to the plaintiff for destruction.*

8. *In view of the above, the plaintiff gives up its claim in Para 13(c) and 13(d) of the plaint.*

9. *The parties shall bear their own cost.*

10. *The suit shall be decreed in terms of the present memorandum of compromise, and the memorandum shall form part of the decree.*

3. In view of the same, suit is decreed in terms of Joint Memo of Compromise. No order as to costs. The Joint Memo of Compromise shall form part of the decree. Since the parties have entered into compromise, plaintiff is entitled for return of the Court Fees in accordance with the Rules.

Sd/-V.B.S.J.
26.04.2022

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)