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C.S.(Comm.Div.) No.51 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.06.2022

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THE HONOURABLE **MR.JUSTICE SENTHILKUMAR  
RAMAMOORTHY**

**C.S.(Comm.Div.) No.51 of 2019**  
**and O.A.Nos.51, 52 of 2019**  
**and A.Nos.673, 1214 of 2019, 1487 of 2021**

Big Tree Entertainment Private Limited,  
a company Incorporated under the  
Companies Act, 1956, having its  
registered Office at Ground Floor, Wajeda  
House, Gulmohar Cross Road No.7, Juhu  
Scheme, Mumbai - 400 049.

Also at  
Plot No.1187, G Block  
1st Street, Anna Nagar,  
Chennai - 600 040.

... Plaintiff

VS.

GK Cinemas,  
Represented by its sole Proprietor  
Mr.Divyaruban Mathivanan  
having its Office at Trunk Road,  
Lakshmi Nagar, Porur, Chennai,  
Tamil Nadu - 600 116.

... Defendant



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**PRAYER:** Plaintiff filed under Order IV Rule 1 of the O.S.Rules Read With Order VII Rule 1 of Civil Procedure Code Read With Section 7 of Commercial Courts, Commercial Division and Commercial Division of High Court Act 2015, prayed for Judgment and Decree:-

(a) Mandatory injunction directing the defendant to specifically perform its obligations under the Agreement dated June 19, 2017 read with First Addendum dated July 4, 2017 read with Second Addendum Agreement dated December 13, 2017 read with Third Addendum Agreement dated January 15, 2018 read with Addendum Agreement dated August 8, 2018 read with Fourth Addendum Agreement dated September 1, 2018 executed between the Plaintiff and the Defendant;

(b) Permanent injunction restraining the Defendant to act upon its termination letter dated January 3, 2019, addressed by Defendant to the Plaintiff and received by the Plaintiff on January 7, 2018;



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(c) Grant a permanent injunction restraining the Defendant, its successors, assigns, agents and other related parties from in any manner acting pursuant to any agreement and / or arrangement entered into between them and any third party which provides for similar services to be provided to Defendant as those provided by the Plaintiff pursuant to the Agreement dated June 19, 2017 read with First Addendum dated July 4, 2017 read with Second Addendum Agreement dated December 13, 2017 read with Third Addendum Agreement dated January 15, 2018 read with Addendum Agreement dated August 8, 2018 read with Fourth Addendum Agreement dated September 1, 2018 executed between the Plaintiff and Defendant;

(d) Without prejudice to the above, and in the alternative to prayer (a) and (c) above, this Hon'ble Court pass an order for damages in favour of the Plaintiff and against the Defendant thereby directing the Defendant to pay to the Plaintiff an amount of Rs.3,10,00,000/- as liquidated damages as contemplated under the Agreement dated June 19, 2017 read with First Addendum dated July 4, 2017 read with Second Addendum Agreement



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dated December 13, 2017 read with Third Addendum Agreement dated January 15, 2018 read with Addendum Agreement dated August 8, 2018 read with Fourth Addendum Agreement dated September 1, 2018 executed between the Plaintiff and Defendant;

(e) To award cost of the suit.

For Plaintiff : Ms.Rohini Ravikumar  
For Defendant : Mr.C.Jagadish

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### **J U D G M E N T**

The plaintiff and the defendant have executed a Joint Memorandum of Compromise dated 04.08.2021. In terms thereof, it is stated that the plaintiff has undertaken to withdraw the suit. The said Joint Memorandum of Compromise has been filed in Court.



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2. By taking note of the same, C.S.(Comm.Div.) No.51 of 2019 is dismissed as settled out of Court without any order as to costs. Since the dispute was settled out of Court, the plaintiff is entitled to the refund of the entire Court fees. Consequently, the connected O.A.Nos.51, 52 of 2019 and A.Nos.673, 1214 of 2019 and 1487 of 2021 are closed.

**23.06.2022**

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Index : Yes / No

Internet : Yes / No



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**SENTHILKUMAR RAMAMOORTHY,J**

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**and O.A.Nos.51, 52 of 2019**  
**and A.Nos.673, 1214 of 2019, 1487 of 2021**

**23.06.2022**