



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

THURSDAY, THE 17TH DAY OF MARCH 2022

THE HON'BLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S.No.900 of 2016
and
Appln.No.1192 of 2022

M/s.Sun TV Network Ltd.
Rep:by its Authorised Signatory,
Mr.M.Jothi Basu,
Murasoli Maran Towers, 73 MRC Nagar Main Road,
MRC Nagar, Chennai-28

...Plaintiff/Applicant

-Versus-

1.M/s.Photon Kathaas Production Pvt.Ltd.,
Rep:by its Authorised Signatory,
Mr.S.Venkataramanan,
No.19, Avenue Road,
Nungambakkam,
Chennai - 600 034

2.Gemini Industries & Imaging Limited,
Gemini Colour Laboratory,
No.28, New Bangaru Colony,
West K.K.Nagar, Chennai - 78

3.Mr.Vijay Kothari,
S/o.Sri Mohanmal,
No.5, Rama Rao Street,
T.Nagar, Chennai - 600 017

...Defendants/Respondents

C.S.No.900 of 2016

<https://hcservices.ecourts.gov.in/hcservices/>

Civil Suit praying that this Hon'ble Court be pleased to pass



a judgment and decree in favour of the plaintiff and against the defendant

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(a) For specific performance directing the 1st defendant to assign the copyright of the Tamil feature film "ACHAM YENBADHU MADAMAIYADA" featuring Simbu, and others in favour of the plaintiff as per clause 3 of the agreement dated 06.03.2014, on the failure of the 1st defendant to do so this Hon'ble Court may be pleased to assign the copyright of the Tamil feature film "ACHAM YENBADHU MADAMAIYADA" featuring Simbu, and others in favour of the plaintiff as per clause 3 of the agreement dated 06.03.2014 in favour of the plaintiff

(b) For a permanent injunction restraining the defendants their men and agents, assigns, persons claiming through them and under trust for them, authorised agents from assigning the Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video streaming through all forms, I.P.TV, Broadband, Telephone, Telephony, Cell Phone, Radio (all dimensions), Self Destructive Rights, Cable TV Rights, Video on Demand, Movie on Demand, Video, High definition (HD), VCD & DVD Rights, Laser Disc, Blue Ray, U-Matic,



dimensions) through Cable/via Cable TV, Local Delivery System, MMDS, ADSL, DVBT, DBS, Seabrone, all modes of public/private transportation, Public Service Broadcasting, Private Communication/Broadcast, 2D&3D Formats/Dimensions of the film, or any other Formats/Dimensions which may be in existence now or invented in future, Wire, Wireless or through any other forms, means and modes and any forms of communication like signs, signals, writing, pictures, images and sounds of all kinds of transmission of electro magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay stations and all its grammatical variations and cognate expressions shall be construed accordingly or any other systems without restriction of geographical area and including all channels of Doordarshan which are stated in clause 3 of the agreement dated 06.03.2014 in favour of any third parties;

(c) to pay cost;

A.No.1192 of 2022

Application praying that this Hon'ble Court be pleased to permit the Applicant to withdraw the suit and refund half of the Court fees



WEB COPY This Civil Suit along with this Application coming on this day before this court for hearing in the presence of Mr.M.Narendran, for M/s.King & Partridge, Advocates for the Plaintiff in C.S.No.900 of 2016, and for the applicant in Appln.No.1192 of 2022, and upon reading the plaint filed in C.S.No.900 of 2016 and the Judges Summons and the Affidavit of M.Jyothi Basu filed in Appln.No.1192 of 2022 and the applicant/plaintiff is entitled to a refund of full court fee and even otherwise, section 69 enables such refund in suits dismissed as settled out of Court before evidence is recorded and in this suit, evidence has not been recorded, It is ordered as follows:-

That the suit in C.S.No.900 of 2016 be and is hereby dismissed as settled out of Court.

2. That a certificate under Section 69 of The Tamil Nadu Court Fees and Suits Valuation Act 1955, do issue herein, out of and under the seal of this Court in favour of M/s.Sun TV Network Ltd., Rep.by its Authorised Signatory Mr.M.Jothi Basu, the plaintiff herein, authorising him to receive from the Pay and Accounts office, High Court, Madras, a sum of Rs.6,18,675/- (Rupees Six Lakhs Eighteen Thousand Six Hundred and Seventy Five only) being the entire Court fee paid on the <https://hcservices.ecourts.gov.in/hcservices/> plaint by the plaintiff herein.



WEB COPY 3. That the connected application in Appln.No.1192 of 2022 do stand closed.

WITNESS THE HON'BLE MR.JUSTICE MUNISHWAR NATH
BHANDARI CHIEF JUSTICE, HIGH COURT AT MADRAS
AFORESAID, THIS THE 17TH DAY OF MARCH 2022.

Sd./-

ASSISTANT REGISTRAR (O.S.II)

//Certified to be true copy//

Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)

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C.S.No.900 of 2016
and
Appln.No.1192 of 2022

ORDER :-

DATED:17.03.2022

THE HON'BLE MR.JUSTICE
SENTHILKUMAR RAMAMOORTHY

FOR APPROVAL: 04.04.2022

APPROVED ON: 05.04.2022



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.03.2022

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR
RAMAMOORTHY**

C.S.No.900 of 2016
and
Appl.No.1192 of 2022

M/s.Sun TV Network Ltd.
Rep:by its Authorised Signatory
Mr.M.Jothi Basu,
Murasoli Maran Towers,
73, MRC Nagar Main Road,
MRC Nagar, Chennai - 28.

... Plaintiff

vs.

1.M/s.Photon Kathaas Production Pvt.Ltd.,
Rep:by its Authorised Signatory
Mr.S.Venkataramanan,
No.19, Avenue Road,
Nungambakkam,
Chennai - 600 034.

2.Gemini Industries & Imaging Limited,
Gemini Colour Laboratory,
No.28, New Bangaru Colony,
West K.K.Nagar, Chennai - 78.

3.Mr.Vijay Kothari. ...Defendants

PRAYER: Complaint filed under and Order IV Rule 1 O.S.Rules Read with

Order VII Rule 1 of C.P.C., prayed for:



(a) For specific performance directing the 1st defendant to assign the copyright of the Tamil feature film "ACHAM YENBADHU MADAMAIYADA" featuring Simbu, and others in favour of the plaintiff as per clause 3 of the agreement dated 06.03.2014, on the failure of the 1st defendant to do so this Court may be pleased to assign the copyright of the Tamil feature film "ACHAM YENBADHU MADAMAIYADA" featuring Simbu, and others in favour of the plaintiff as per clause 3 of the agreement dated 06.03.2014.

(b) For a permanent injunction restraining the defendants their men and agents, assigns, persons claiming through them and under trust for them, authorised agents from assigning the Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video streaming through all forms, I.P.TV, Broadband, Telephone, Telephony, Cell Phone, Radio (all dimensions), Self Destructive Rights, Cable TV Rights, Video on Demand, Movie on Demand, Video, High definition (HD), VCD & DVD Rights, Laser Disc, Blue Ray, U-Matic, Inflight, Airborne, Railborne, Terrestrial Television Broadcast (all dimensions) through Cable/via Cable TV, Local Delivery System, MMDS, ADSL, DVBT, DBS, Seabrone, all modes of public/private



Communication/Broadcast, 2D&3D Formats/Dimensions of the film, or any other Formats/Dimensions which may be in existence now or invented in future, Wire, Wireless or through any other forms, means and modes and any forms of communication like signs, signals, writing, pictures, images and sounds of all kinds of transmission of electro magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay stations and all its grammatical variations and cognate expressions shall be construed accordingly or any other systems without restriction of geographical area and including all channels of Doordarshan which are stated in clause 3 of the agreement dated 06.03.2014 in favour of any third parties;

(c) to pay cost;

For Plaintiff : Mr.M.Narendran
For M/s.King & Partridge

J U D G M E N T

The plaintiff states that the suit was settled as between the plaintiff and the defendants through private negotiations. Consequently, the plaintiff seeks permission to withdraw the suit with refund of Court fee.

A.No.1192 of 2022 was filed for such purpose.



2. Learned counsel for the plaintiff states that the plaintiff had prayed for refund of 50% of the Court fee as per Section 69 of the Tamil Nadu Court Fees and Suits Valuation Act, 1955 (the Court Fees Act). After filing the application, it is stated that the plaintiff has come across the judgment in (2021) 3 Supreme Court Cases 560 [High Court of Judicature at Madras represented by its Registrar General Vs. M.C. Subramaniam and others], whereby the Hon'ble Supreme Court affirmed the order of the High Court granting full refund of Court fee in a case of out of court settlement. By relying upon the said judgment, the applicant/plaintiff seeks full refund of court fee.

3. The Hon'ble Supreme Court held as under in Paragraphs 25 and 26:-

"25. Thus, even though a strict construction of the terms of Section 89 C.P.C and Section 69-A of the 1955 Act may not encompass such private negotiations and settlements between the parties, we emphasise that the participants in such settlements will be entitled to the same benefits as those who have been referred to explore alternate dispute settlement methods under Section 89 C.P.C. Indeed, we find it puzzling that the petitioner should be so vehemently opposed to granting such benefit. Though the Registry/State Government will be losing a one-



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time court fee in the short term, they will be saved the expense and opportunity cost of managing an endless cycle of litigation in the long term. It is therefore in their own interest to allow Respondent 1's claim.

26. Thus, in our view, the High Court was correct in holding that Section 89 C.P.C and Section 69-A of the 1955 Act be interpreted liberally. In view of this broad purposive construction, we affirm the High Court's conclusion, and hold that Section 89 C.P.C shall cover, and the benefit of Section 69-A of the 1955 Act shall also extend to all methods of out-of-court dispute settlement between parties that the Court subsequently finds to have been legally arrived at. This would, thus, cover the present controversy, wherein a private settlement was arrived at, and a memo to withdraw the appeal was filed before the High Court. In such a case as well, the appellant i.e., Respondent 1 herein would be entitled to refund of court fee."

4. In effect, the Hon'ble Supreme Court held that the benefit of full refund of Court fee should be extended to all settlements, whether out of court or by adopting the processes indicated in Section 69-A of the Court Fees Act read with Section 89 C.P.C. Consequently, on the basis of the



to a refund of full court fee. Even otherwise, Section 69 enables such refund in suits dismissed as settled out of court before evidence is recorded. In this suit, evidence has not been recorded.

5. Accordingly, **C.S.No.900 of 2016 is dismissed as settled out of Court.** The plaintiff shall be entitled to refund of full Court fee in accordance with law. Consequently, connected application is closed.

Sd./-S.K.R.J
17.03.2022

//Certified to be true copy//
Dated at Madras this the day of 2022.

COURT OFFICER(O.S.)
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