



O.A.No.755 of 2022

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SENTHILKUMAR RAMAMOORTHY, J

By this application, the applicant seeks an order of injunction restraining the respondent from releasing the movie 'GOLD' in theatres. When the application was listed for hearing, the respondent appeared through learned counsel. An affidavit of undertaking dated 30.11.2022 has been filed by Mr.Subbiah, Proprietor of the respondent. In paragraph 11 of the said affidavit, the agreed terms of settlement are set out. The said paragraph 11 is as under:

“11) It is submitted that the well-wishers of both the parties made negotiations to settle the dispute amicably and the applicant and respondent arrived for settlement with the following terms:-

a) The Respondent agrees to pay sum of Rs.1,04,40,000/- towards GST and Rs.27,00,000/- towards overflow share total 1,31,40,000/- to the applicant.

b) The Respondent had given the distribution rights of the movie GOLD regarding North Arcot and South Arcot Area to the Applicant for the sum of Rs.5,00,000/-



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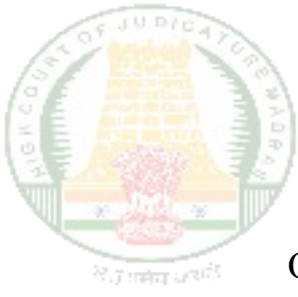
c) *The Respondent undertakes to pay the balance amount of Rs.1,26,40,000/- to the Applicant from the G.S.T. amount received from the theatrical release of the Movie GOLD on or before 60 days from the theatrical release of the movie GOLD.*

d) *The Respondent will pay the shortage in the amount within a period of 30 days from the date of expiry of 60 days from the date of release of the film GOLD in theatres.*

e) *The Applicant also has to adjust the balance amount payable by the Respondent from the overflow share of the distribution rights of the movie GOLD regarding North Arcot and South Arcot Area.*

f) *In Case of failure on the part of the Respondent to pay the shortage amount within 90 days from the date of release of the film in theatres, the Respondent agrees that the applicant shall initiate contempt proceedings/execution proceedings or any proceedings in accordance with law.”*

2. In view of the above terms of settlement, which are accepted by the applicant through learned counsel, this application may be disposed of in terms of the agreement incorporated in paragraph 11 of the affidavit of undertaking. Accordingly,



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O.A.No.755 of 2022 is disposed of in terms of the agreement in paragraph 11 of the affidavit of undertaking. The said terms of agreement shall form an integral part of the order.

30.11.2022

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