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C.S.No.1180 of



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.09.2023

CORAM

THE HONOURABLE MS.JUSTICE P.T. ASHA

C.S.No.1180 of 2008

The Indian Performing Rights Society Ltd.,
a Company Act, 1956 having its administrative
Office at Flat No..D1, 2nd Floor,
Parsn Paradise,
Residential Apts,109, G.N.Chetty Road,
T.Nagar, Chennai - 600017.

Registered Office:208, Golden Chambers,
New Andheri Link Road, Andheri (West),
Oshiwara, Mumbai - 400050
Through its Authorized Rep -Cum- Chairman:
Mr. Hasan Kamaal, acting on behalf of and for the Company.

... Plaintiff

Vs.

1.Branch Manager

The Muthoot Finance Pvt Ltd.,
Old No.6, New No.21, Arunachalam Road,
Opp.S.S.R.Pankajam Theatre,
Saligramam, Chennai.

2.Branch Manager

The Muthoot Finance Pvt Ltd.,
AC-7, II Avenue,
Anna Nagar, Chennai - 600040.



3.Muthoot Broadcasting Pvt Ltd.,
Muthoot Chambers,
Opp.Saritha Theatre Complex,
Banerji Road, Kochi - 682018, Kerala

4.Muthoot Finance Pvt Ltd.,
Muthoot Buildings,
P.B.No.11, Kozhencherry-689641,
Kerala

...Defendants

Prayer: Plaint has been filed under Order VII Rule 1 and 2 of of CPC R/W
Sec.55 of Copyright Act, 1957 & Sec.41 of the Specific Relief Act, for the
following reliefs:-

a) pass a decree in favour of the Plaintiff declaring that the
Defendants, their representatives, their men, or agents have no right, to
communicate any of the Musical & Literary works of the members of the
Plaintiffs in the form of broadcast of such Musical & Literary works on their
private FM radio stations, including CHENNAI LIVE at 104.8 F.M. or
otherwise.

(b) issue an order of perpetual injunction restraining the Defendants
by themselves, their servants and agents from in any manner communicating
any of the Musical & Literary works of the members of the Plaintiffs in the
form of broadcast of such Musical & Literary works on their private FM



WEB COPY

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radio stations, including CHENNAI LIVE at 104.8 F.M. or otherwise.

(c) For Costs;

(d) For such other and further reliefs as this Hon'ble court may deem

fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : M/s.G.K.Muthukumar

For Defendants : M/s.M.Narendran for M/s.King & Partridge
for D.1 to D.4.

J U D G E M E N T

The plaintiff and the defendants have entered into a compromise which has been reduced into writing in a Memorandum of Settlement which has been notarised on 10.06.2023. The Memorandum of Settlement is signed by the plaintiff and the defendants in the presence of witnesses. The said Memorandum of Settlement is taken on file.

2. The main agreement between the parties is that the Second Party (defendants herein) shall pay the First Party (plaintiff herein) a sum of Rs.5,00,000/- towards full and final settlement in relation to the disputes ("Fee"). Thereupon, the Second Party (defendants herein) shall be at liberty to revoke the bank guarantees submitted before this Court in the above suit.



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3. It is informed by the counsel that the sum of Rs.5,00,000/- has already been paid. Therefore, the defendants are at liberty to revoke the bank guarantees that has been submitted in the instant suit.

4. Accordingly, this Civil Suit is decreed in terms of the Memorandum of Settlement. The terms of the Memorandum of Settlement shall form part of the decree. No Costs.

5. The plaintiff has sought for the return of the original documents that have been filed. Subject to substitution, the same shall be returned to the plaintiff.

05.09.2023

Index:Yes/No

Speaking order/Non-speaking order

Neutral Citation:Yes/No

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P.T. ASHA, J.

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