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C.S. No.24 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.12.2023

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.24 of 2020

B. P. Haribabu

.. Plaintiff

vs.

1. K. S. Balakrishnan
35/18, Chengalvarayan Street,
Narayana Krishnaraja Puram,
Triplicane, Chennai - 600 005.

2. Rhythms Aesthetic Society
Having office at Block-102,
Yishun Ave 5, #04-107,
Singapore-760 102

... Defendants

Prayer : PLAINT UNDER ORDER IV, RULE 1 OF THE ORIGINAL SIDE RULES AND ORDER VII, RULE 1 OF THE C.P.C READ WITH SECTIONS 54, 55 & 62 OF THE COPYRIGHT ACT, 1957, prays for judgment and decree for :

(a) granting a permanent injunction, restraining the Defendants, by themselves, their servants, agents, distributors, or anyone claiming through them from reproducing by selling, advertising and or offering for sale by using the impugned Copyright 'Nattuvagam techniques' as shown in Document No. 2 or by using any other Copyright which is in any way visually, phonetically or deceptively similar to the Plaintiff Copyright



C.S. No.24 of 2020

'MRIDHANGAM NOTATIONS' as shown in Document No. 1 or in any manner infringing the Plaintiff Copyright as shown in Document No. 1;

(b) Directing the Defendants to surrender to the Plaintiff all the copies of the impugned book of the 1st Defendant's and all other materials containing/bearing the Plaintiff's Copyright 'MRIDHANGAM NOTATIONS' as shown in Document No.1;

(c) For a preliminary decree in favour of the Plaintiff, directing the Defendants' to render an account of profits made by them by the use of the Copyright 'MRIDHANGAM NOTATIONS' as shown in Document No. 2 and for a final decree in favour of the Plaintiff for the amount of the profits found to have been made by the Defendants, after the 1st Defendant has rendered accounts and

(d) directing the 1st Defendant to pay to the Plaintiff the costs to the suit.

For Plaintiff : Ms.Gladys Daniel

For Defendants : Mr.J. Srinivasa Mohan for D1
Ms.G.P. Bhargavi for D2



C.S. No.24 of 2020

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JUDGEMENT

All the parties have arrived at a settlement. They have also exchanged Memorandum of Compromise amongst themselves. They have agreed to the terms of settlement. The learned counsel for the plaintiff has placed before this Court the Memorandum of Compromise entered into between the plaintiff and the defendants. Similarly the learned counsel for the defendants has placed before this Court another copy of the Memorandum of Compromise. The Compromise Memo placed before this Court by the learned counsel for the defendants has been signed by the defendants and the Compromise Memo filed by the learned counsel for the plaintiff has been signed by the plaintiff. However, since the second defendant is in Singapore all the parties could not sign in a single Memorandum of Compromise. As seen from the Memorandum of Compromise entered into between the plaintiff and the defendants, the following terms have been agreed upon :-



C.S. No.24 of 2020

WEB COPY

**MEMORANDUM OF COMPROMISE BETWEEN THE PLAINTIFF AND
THE DEFENDANTS**

1. The Plaintiff and the Defendants have agreed to compromise the matter in the following terms:
2. The terms Plaintiff and Defendants shall mean and include its heirs, executors, administrators, successors and assigns of each party-
3. The Plaintiff claims that the symbol for "Thajam" " $\wedge$ " used by 1st Defendant in his book "About Nattuvangam", has already been used by the Plaintiff for Mridhangam notations. Further, symbol used for "dithithai" " $\times$ " by the 1st Defendant appears to be similar to the one used by the Plaintiff. The Plaintiff requests the same to be acknowledged.
4. 1st Defendant's work is about Nattuvangam. However taking into account the views of well wishers and the fact that both are artists in Carnatic music field, 1st Defendant is not objecting to the same/above. 1st Defendant will also include an acknowledgement in his future publications as follows; "I understand Mr. Haribabu has used notations for "Thajam" $\wedge$ " and "Dithithai" " $\times$ "; earlier for Mridhangam notations. Mr. Haribabu has no objection for using the said two notations in this book".
5. Similarly, the Plaintiff taking into account the views of well wishers, is not objecting to the usage of notation for "Thajam" " $\wedge$ " and "Dithithai" " $\times$ " by the 1st Defendant as used in his book 'About Nattuvangam'.



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C.S. No.24 of 2020

6. The Plaintiff has no objection to the continued use of the above notations, by the 1st Defendant anywhere and in any medium, forever, without any royalty or monetary claim in any form, subject to the acknowledgment as indicated in para 4 above.

7. The Plaintiff also does not wish to make any claim over the book of 1st Defendant already published or against the 2nd Defendant, the publisher, who published the book.

8. The suit may be disposed of in terms of the above Memo of Compromise and the Memo of Compromise may form a part of the decree.

In the aforesaid terms, the suit is decreed. No costs.

22.12.2023

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
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C.S. No.24 of 2020

ABDUL QUDDHOSE, J.

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C.S. No.24 of 2020

22.12.2023