



WEB COPY



C.S. No.490 of 2019 and O.A. No.771 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **20.03.2024**

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

**C.S. No.490 of 2019
and O.A. No.771 of 2019**

Sutherland Global Services Pvt. Ltd.
represented by its Authorised Person
Raghavan A.

.. Plaintiff

Vs

1.Candor Management Services Private Ltd.,
represented by its Managing Director
Thirumurugan Subramanian

2.M/s.SG iConsult Management and
Outsourcing Private Limited,
represented by its Director Sathyaseelan

3.Sandhya Chandrasekar alias Sandhya Ganapathy

4.Sathyaseelan Athikayan Palliyil

5.Ganapathy Ramachandran

.. Defendants

Prayer: Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of the Civil Procedure Code, 1908 read with Order II Rule 3 of C.P.C. and Section 2(1)(C)(X),(XVIII), 2(1)(i), 4(1), 12(1)(a) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 (Act No.4 of 2016) prays for judgment



and decree:

a)granting mandatory injunction directing the defendants to return the confidential data shared among them pursuant to the agreement between the plaintiff and the first defendant dated August 1, 2016 and the extended agreement dated November 15, 2017 for Statement of work 1 and 2;

b)directing all the defendants jointly and severally to pay the plaintiff a sum of Rs.59,12,653/- (Rupees Fifty Nine Lakhs Twelve Thousand Six Hundred and Fifty Three only) along with interest @ 24% from the date of filing of the suit until the payments are duly made;

c)directing all the defendants jointly and severally to pay to the plaintiff a sum of Rs.1,00,00,100/- towards compensation for conspiracy and for breach of the contractual obligations as maintaining to confidentiality including non-disclosure of intellectual property rights;

d)direct the third defendant to pay damages to a sum of Rs.50,00,000/- for violating the terms and conditions of employment between the plaintiff and third defendant;

e)directing the defendants to pay the cost of the suit.

For Plaintiff : Mr.S.R.Sundar

For Defendants : Mr.P.Giridharan for D2
Mr.Prasad Vijayakumar for D3

JUDGMENT



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All the parties have entered into a compromise. A Joint Memorandum of Compromise dated 09.03.2024 has been filed. The same is taken on record. The Joint Memorandum of Compromise dated 09.03.2024 has been signed by all the parties to the dispute and countersigned by their respective counsels.

2.In terms of the Joint Memorandum of Compromise dated 09.03.2024, this suit is disposed of as settled out of the Court. The Joint Memorandum of Compromise dated 09.03.2024 shall form part of this judgment.

3.Since the parties have settled the matter out of the Court, they are entitled for re-fund of the Court Fees. A counter claim has also been filed by the defendants 1 and 3.

4.Registry is directed to re-fund the full Court Fees to the plaintiff as well as to the defendants 1 and 3 in terms of Section 69 of the Tamil Nadu



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ABDUL QUDDHOSE, J.

vga

Court Fees and Suits Valuation Act, 1955 as there is no adjudication on the merits of the case. Consequently, connected application is closed.

20.03.2024

vga

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