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C.S.(Comm. Div.) No.15 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.02.2025

CORAM:

**THE HONOURABLE MR. JUSTICE SENTHILKUMAR
RAMAMOORTHY**

C.S.(Comm. Div.) No.15 of 2025

Mr.G.Saravanan
Proprietor,
M/s.SMART FILM INTERNATIONAL,
No.20, Murugesan Street,
T.Nagar,
Chennai-600 017.

.. Appellant

Vs.

1. Mr.J.Paramasivam
Sole Proprietor,
M/s.VJ Combines,
No.5, 3rd Street, Kambar Nagar,
Sathya Garden, Saligramam,
Chennai-600 093.

2. Mr.Shanmuga Pandiyan

.. Respondents

PRAYER: Civil Suit filed under Order IV Rule 1 of the Original Side Rules read with Order VII Rule 1 of CPC read with under Sections 55 and 65 of the Copyright Act 1957 Section 291)(C)(xvii) first proviso to Section 7 of the Commercial Courts Act, 2015, praying to grant a judgment and decree on the following terms:-



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A. To declare that the Plaintiff is the copyright holder of the Tamil film titled **"PADAI THALAIVAN"** starring Shanmuga Pandiyan, Ragava Lawrence, with music composed by Ilayaraja and directed by Mr.U.Anbu, including but not limited to the Exclusive Theatrical Rights over the entire world except India and have the non-exclusive satellite rights as mentioned therein along with other rights etc.,

B. To permanent injunction restraining the Defendants jointly or severally or their men, agents, assignees, licensees or any person acting through or under them from releasing the Tamil Film **"PADAI THALAIVAN"**, starring Shanmuga Pandiyan, Ragava Lawrence, with music composed by Ilayaraja and directed by Mr.U.Anbu, through direct theatrical release within the territory of India or through any OTT platforms or any Satellite Television.

C. To direct the Defendants jointly and severally to pay the costs of the suit.

For Plaintiff : Mr.G.Saravanan, Party-in-Person

For Defendants : Mr.A.Selvendran for D1

Mr.Vijayan Subramanian for D2



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JUDGMENT

WEB COPY A memorandum of compromise dated 10.02.2025 has been placed on record. This document is signed by Mr.G.Saravanan, Proprietor, Smart Film International, and Mr.J.Paramasivam, Proprietor, VJ Combines. The document does not bear the signature of learned counsel for the plaintiff or learned counsel for the first defendant.

2. Since the memorandum of compromise was executed without his involvement, Mr.S.Karthikei Balan, learned counsel on record for the plaintiff, submits that he does not want to be a party to any order in the matter. By acceding to his request, the Registry is directed to delete his name in the order and print only the name of the party.

3. On perusal of the memorandum of compromise, it is recorded therein that the plaintiff and the first defendant have entered into an out of Court settlement and that the plaintiff has, consequently, agreed to withdraw the suit as settled out of Court.



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It is further stated therein that the second defendant is only a formal party.

4. In view of the settlement between the the plaintiff and the first defendant, the suit is dismissed as settled out of Court. Consequently, the plaintiff is entitled to refund of court fees.

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SENTHILKUMAR RAMAMOORTHY J.

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