

ITEM NO.2 Court 3 (Video Conferencing) SECTION XI-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) Nos.4006-4007/2020

(Arising out of impugned final judgment and order dated 20-11-2019 in OPC No. 963/2019 20-11-2019 in OPC No.1227/2019 passed by the High Court of Kerala at Ernakulam)

M/S. EARTH AND AIR FILMS PRIVATE LIMITED & ANR. Petitioner(s)

VERSUS

M. T. VASUDEVAN NAIR & ANR. Respondent(s)

(With appln.(s) for withdrawal of case)

Date : 21-09-2020 These matters were called on for hearing today.

CORAM :

HON'BLE DR. JUSTICE D.Y. CHANDRACHUD
HON'BLE MS. JUSTICE INDU MALHOTRA
HON'BLE MR. JUSTICE K.M. JOSEPH

For Petitioner(s)

Mr. Venkita Subramoniam T.R., AOR

For Respondent(s)

Mr. Jaimon Andrew, Adv.
Mr. Naresh Kumar, AOR

Mr. V. Ramasubramanian, AOR

UPON hearing the counsel the Court made the following
O R D E R

- 1 Mr Venkita Subramoniam, learned counsel appearing on behalf of the petitioner states that a settlement has been arrived at between the parties on 2 July 2020. Mr Jaimon Andrew, learned counsel for the respondent agrees with the statement that the dispute has been settled between the parties.

- 2 The settlement dated 2 July 2020, which will form part of this order, reads as follows:

“MEMORANDUM OF SETTLEMENT
Under S. 9 of the Code of Civil Procedure

The Parties above named beg to submit as follows:

The above Special Leave Petition stands settled between the parties in the presence of mediators and the terms of settlement arrived at between the parties are as follows:

- a) By virtue of the settlement arrived at between the parties, petitioner/defendants have no objection in anting a decree to the respondent/plaintiff with respect to prayers (1) to (3) in the plaint i.e. Relief of Declaration, Relief of Prohibitory Injunction and Relief of Permanent Mandatory Injunction.
- b) Pursuant to the above settlement the defendants will comply relief no. 3 and hand over the script both in Malayalam and English in typewritten and electronic form to the plaintiff for the movie to be made of the said novel 'Randmoozham' written by the Plaintiff. This will be done when the matter comes up for hearing before the Hon'ble Munsiff Court after this Memorandum of Settlement is recorded before the Hon'ble Supreme Court and consequent dismissal of the SLP as settled.
- c) In view of the settlement arrived at, the plaintiff will pay a sum of Rs. 1,25,00,000/-, which is the amount paid by the petitioner/defendants to the respondent/ plaintiff. This will be done at the time when the petitioner physically hand over the script both in Malayalam and English in typewritten and electronic format to the respondent and when the matter will be back in the Munsiff Court consequent to the dismissal of the SLP as settled.
- d) The petitioner hereby affirms that he has not retained any copy of the script either in the physical form or in the electronic form of the script Randamoozham. The petitioner also agrees that he will destroy all the works either in the electronic or in the physical form connecting the script Randamoozham.

- e) As a consequence of this compromise agreement between the two parties, it is further agreed between parties that Petitioner can proceed in his dream of creating a Magnum Opus based on the epic Mahabharata by roping in another story and scriptwriter or by creating his own story and script and screenplay which will be totally and substantially different from "Randamoozham" written by the respondent and without Bhima as the central character. In such a scenario both parties will uphold each other and show willingness to desist from causing any hindrance whatsoever to the petitioner in his attempt to commercially exploit any movie/magnum opus based on the Mahabharata Legend.
- f) In view of the above settlement the petitioner hereby agrees to submit this Memorandum of Settlement before the Hon'ble Supreme Court and based on this Memorandum of Settlement the petitioner will not press the SLP as settled recording this Memorandum of Settlement and consequently the stay granted by the Hon'ble Supreme will also be vacated.
- g) Consequent to the dismissal of the SLP, the petitioner and respondent will appear before the Hon'ble Munsiff Court, Kozhikode and report the settlement and based on that the script will be handed over to the respondent and simultaneously respondent will hand over the cheque or DD, as the case may be, for Rs. 1,25,00,000 /- after verification to the Petitioner.
- h) Thereafter a Memorandum of Settlement, executed along with this Memorandum incorporating terms (a) to (e) above, will be submitted before the Hon'ble Munsiff Court and consequently based on the said Memorandum of Settlement, the suit OS 462/2018 may be decreed as prayed for, subject to the complying of conditions in clause (g) above.

For the reasons mentioned above it is prayed that this Hon'ble Court may be pleased to record this Memorandum of Settlement and dismiss the SLP as settled between the parties without any cost.

Dated this the 2nd day of July, 2020."

- 3 The Special Leave Petitions are disposed of as withdrawn since the dispute has been settled. The parties shall abide by the settlement.
- 4 Pending applications, if any, stand disposed of.

(CHETAN KUMAR)
AR-cum-PS

(SAROJ KUMARI GAUR)
BRANCH OFFICER