



C.S.No.976 of 2010

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

RESERVED ON : 09.03.2023

PRONOUNCED ON : 13.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.No.976 of 2010

M/s.Sun TV Network Limited,
Rep. by its Authorized Signatory,
Mr.M. Jyothi Basu,
Having office at Murasoli Maran Towers,
No.73, MRC Nagar Main Road,
MRC Nagar, Chennai – 600028.

... Plaintiff

(Amended as per order dated 26.04.2022
in Application No.1849 of 2022)

VS

1.M/S.GOPIKRISHNA MOVIES PVT. LTD.,
Rep. by its Director,
Mr.U.V.V.S.R. Prabodh,
No.100/A, MLA Colony,
Road No. 12, Banjara Hills,
Hyderabad – 500 034.

2.Mr.U.V.V.S.R.PRABODH,
Producer/Director,
No.100/A, MLA Colony,
Road No.12, Banjara Hills,
Hyderabad – 500 034.



C.S.No.976 of 2010

3.M/S.SHALIMAR VIDEOS,
5-1-755, Bank Street,
Koti,
Hyderabad – 40.

4.RAMANAIIDU COLOUR LABORATORIES,
Door No.8-2-293/82/J 111/6,
Ramanaidu Studios, Jubilee Hills,
Hyderabad – 500 033.

... Defendants

Prayer: Civil Suit is filed under Section 55 and 62 of the Copy Right Act, 1957 and Order IV Rule 1 of the Original Side Rules, 1956 read with Order VII Rule 1 of the Civil Procedure Code, praying to,

(i) for a declaration declaring that the plaintiff is the exclusive copy right holder of the cinematography film “BILLA” (Telugu Colour) starring Prabhas, Krishnam Raju, Anushka and others directed by Mr. Mehar Ramesh and produced by Mr. U.V.V.S.R. Prabodh inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast for the entire world as assigned in the agreement dated 02.04.2009.

(ii) for a permanent injunction restraining the defendants, their men, agents, assignees or any other person or persons claiming through them from in any manner infringing the plaintiff's copy rights in the cinematography film “BILLA” (Telugu Colour) starring Prabhas, Krishnam Raju, Anushka and others directed by Mr. Mehar Ramesh and produced by Mr. U.V.V.S.R.



C.S.No.976 of 2010

Prabodh inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast CD, DVD and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast CD, DVD for the entire world as assigned in the agreement dated 02.04.2009.

- (iii) Award damages of Rs.25,00,100/-
- (iv) Directing the defendants to pay cost;
- (v) Grant such other relief or reliefs as this Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Mr.M.Narendran
for M/s.King and Partridge

J U D G E M E N T

This Civil Suit has been filed with the following prayers:-

- (i) *for a declaration declaring that the plaintiff is the exclusive copy right holder of the cinematography film “BILLA” (Telugu Colour) starring Prabhas, Krishnam Raju, Anushka and others directed by Mr. Mehar Ramesh and produced by Mr. U.V.V.S.R. Prabodh inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television*



C.S.No.976 of 2010

WEB COPY

Broadcast and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast for the entire world as assigned in the agreement dated 02.04.2009.

- (ii) *for a permanent injunction restraining the defendants, their men, agents, assignees or any other person or persons claiming through them from in any manner infringing the plaintiff's copy rights in the cinematography film "BILLA" (Telugu Colour) starring Prabhas, Krishnam Raju, Anushka and others directed by Mr. Mehar Ramesh and produced by Mr. U.V.V.S.R. Prabodh inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast CD, DVD and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast CD, DVD for the entire world as assigned in the agreement dated 02.04.2009.*

(iii) *Award damages of Rs.25,00,100/-*

(iv) *Directing the defendants to pay cost;*



C.S.No.976 of 2010

(v) *Grant such other relief or reliefs as this Court may deem fit and proper in the circumstances of the case and thus render justice.”*

2. According to the plaintiff, it is a Satellite Television Network having large number of viewership. It is also stated that as part of its business, copyrights of the movies are purchased from producers or the copyright holders for exclusive copyright in respect of the World Satellite Television Broadcast, Direct to Home Broadcast, Terrestrial Television Broadcast and all other rights connected therewith. It was further stated that the plaintiff is the exclusive copyright holder of the Cinematography Telugu feature film “BILLA”. The plaintiff entered into a deed of assignment with the 1st defendant on 02.04.2009 and acquired exclusive copyright of the suit film “BILLA” under the said agreement. It was further stated that recently the 3rd defendant without any legal right released the DVD of the film “BILLA” and freely sold it in market. Due to the illegal piracy committed by the defendants, the plaintiff's exclusive copyrights were infringed and illegal profits were made by defendants 1 to 4. It was further alleged that the CD and DVD containing the suit feature film were freely available in the market and



C.S.No.976 of 2010

the same would cause loss to the plaintiff. It was further averred that unless the defendants are restrained by decree of injunction from committing infringement of the copyright by sale of DVD and CD's of suit film, the loss, hardship and damage to plaintiff would continue. The plaintiff had acquired the copyright of the suit film by paying valuable consideration of Rs.3,50,00,000/-. The piracy and infringement committed by the defendants 1 to 4 has resulted in huge pecuniary loss to the plaintiff. It is also averred that the actual damages incurred by the plaintiff would be more than Rs.25,00,100/- but the plaintiff restricts his claim for damages to Rs.25,00,100/-.

3. Though the defendants 1 to 4 were served, they failed to enter appearance and hence, they were set *exparte* by order dated 08.12.2022. Thereafter, the *exparte* evidence was recorded. The authorised signatory of the plaintiff company was examined as PW.1 and through him 5 documents were marked on the side of the plaintiff as P1 to P5. The Assignment Agreement dated 02.04.2009 entered between the plaintiff and 1st defendant company represented by its Director U.V.V.S.R. Prabodh, the 2nd defendant



C.S.No.976 of 2010

herein was marked as Ex.P2. A perusal of the same would make it clear that the plaintiff herein acquired copyrights of the suit film “BILLA”. Under Ex.P2 the copyright for the suit film was given to plaintiff for a period of 99 years from the date of agreement. A perusal of the letter sent by the 4th defendant to plaintiff which was marked as Ex.P3 would make it clear that 4th defendant confirmed the acquisition of copyrights by plaintiff and he undertook to hand over the negatives of the feature film only to the plaintiff.

4. The oral evidence of PW.1 coupled with documentary evidence Ex.P2 and P3 would make it clear that plaintiff acquired copyrights of the suit film “BILLA” and defendants are not entitled to release the CD's and DVD's containing the feature film “BILLA” in open market. The Clause 3 of the Assignment Agreement dated 02.04.2009 reads as follows:-

“3. The Assignment of copyright for the said film for broadcast will be the absolute assignment to the “ASSIGNEE” or their authorised persons of the copyright for broadcasting the said film through Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, I.P.TV, Broadband, Telephone, Telephony, Cell Phone, Radio (all



dimensions), CVD, DVD, Laser Disc, Inflight, Airborne, Railborne, Terrestrial Television Broadcast (all dimensions), through Cable/via Cable TV, Local Delivery Systems, MMDS, Seaborne, all modes of public/private transportation, Public Service broadcasting, Private Communication/Broadcast, Wire, Wireless or through any other forms, means and modes and any forms of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay stations and all its grammatical variations and cognate expressions shall be construed accordingly or any other systems without restriction of geographical area and including all channels of Doordarshan.”

5. The Clause 17 of the Assignment Agreement dated 02.04.2009 reads as follows:-

“17. The ASSIGNOR hereby confirm that they will not violate this agreement and the ASSIGNOR permits the ASSIGNEE to telecast the film immediately without any liability, if the said film's DVD, VCD (India & Foreign) copy



C.S.No.976 of 2010

WEB COPY

rights or any other rights is assigned to any third party and the ASSIGNOR also undertakes to refund 75% of the total amount paid by the ASSIGNEE as consideration for the above movie.”

6. The above said recitals in Ex.P2 assignment deed prove that the plaintiff has got right to seek copyrights over the suit film. Therefore, the suit claim is proved and the plaintiff is entitled to a judgement and decree as prayed for.

7. Accordingly, the Civil Suit is decreed as prayed for. There shall be no order as to costs.

13.03.2023

Index : Yes / No
NCC : Yes / No
dm



WEB COPY



C.S.No.976 of 2010

S.SOUNTHAR, J.

dm

C.S.No.976 of 2010

13.03.2023