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C.S.No.922 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 30.03.2023

PRONOUNCED ON : 06.06.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.No.922 of 2017
(Comm.Suits)
and A.No.7978 of 2017

N.Ravi

... Plaintiff

VS

1.The Director,
Doordarshan Kendra
Swami Sivananda Salai,
Chennai-600 005.

2.N.Govindarajan

... Defendants

(Second Defendant impleaded as per order dated
11.01.2019 in Application No.9537 of 2018)

Prayer: Civil Suit is filed under Order 4 Rule 1 and 2 of the Original Side
Rules read with Section 62 of the Copyright Act, 1957,

(a) To Declare that the Plaintiff is the exclusive copyright holder of
Television Telecasting's Rights in Tamil pictures titled "Elangeswaran"
Staring Mr.Rajesh, Revathi and K.R.Vijaya and Directed by Mr.T.R.Ramanna
which the defendant without knowledge of the plaintiff telecasted the same
on 20.12.2014.



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(b) Granting permanent injunction restraining the Defendant or its servants, agents, men, assignees or anyone else claiming through, from or under him from in any manner from making the payment of Royalty amount of the suit pictures or to any one, except the plaintiff which was Telecasted by the Defendant on 20.12.2014.

(c) Directing the Defendant to pay cost of the suit to the Plaintiff.

For Plaintiff : Mr.P.Sreenivasulu

For D1 : Mr.T.V.Krishnamachari

For D2 : Mr.K.Rathinavel

J U D G E M E N T

The plaintiff has filed the present suit seeking declaration that he is the exclusive copyright holder of Television Telecasting Rights in Tamil film titled 'Elangeswaran' and for injunction restraining the defendants from making any royalty payment to any one except the plaintiff.

Plaint Averments:-

2 (i). According to the plaintiff, the Tamil film titled 'Elangeswaran' was produced by M/s.Sri Sivakami Productions. The original producer assigned the Television Telecasting Rights in favour of M/s.Sridhar Films on 20.12.1989 under Ex.P2 on receipt of royalty amount of Rs.3,000/-. The said



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M/s.Sridhar Films inturn assigned television telecasting rights in favour one K.Palani for a consideration of Rs.15,000/- on 18.05.1995 under Ex.P3. The said K.Palani inturn assigned the rights in favour of one Mrs.K.Indira Devi for a consideration of Rs.30,000/- on 24.05.1995 under Ex.P4. The plaintiff got assignment of television telecasting rights in the above said film from the said Mrs.K.Indira Devi on 17.03.2011 under Ex.P7 for a consideration of Rs.30,000/-. Thus, the plaintiff claims copyright over the television telecasting rights in the Tamil film 'Elangeswaran'.

2 (ii). The plaintiff further contended that the 1st defendant by fraudulently obtaining the software of the film 'Elangeswaran' from unknown sources and telecasted the same on 20.12.2014 without the consent and knowledge of the plaintiff. Immediately, plaintiff send a letter to the 1st defendant informing them about his rights over the telecasting rights of the film and called upon them to stop the payment of royalty amount to any other person. The plaintiff has not received any reply from the 1st defendant. Thereafter, the plaintiff issued a legal notice on 01.10.2015 calling upon the 1st defendant to make the payment of royalty amount to the plaintiff and the



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1st defendant was also informed that in case of its default to pay, action would be taken against it for infringement of copyrights.

2 (iii). It was further averred by the plaintiff in his plaint that the plaintiff alone was having right of copyright over telecasting right and 1st defendant without obtaining any authorisation from the plaintiff stealthily obtained the print of the film from the unknown person and telecasted the same on 20.12.2014. The plaintiff as the exclusive copyright holder of the television telecasting rights in the film is entitled to receive royalty amount for the film 'Elangeswaran' telecasted by the 1st defendant and 1st defendant is not entitled to make payment to any person from whom it received the print of the film. In spite of several notices and letters, the 1st defendant failed to comply with the lawful request made by the plaintiff and hence, he was constrained to file the suit for the aforesaid relief.

Averments found in the written statement of the 1st defendant:-

3 (i). The 1st defendant in its written statement had stated that the film



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'Elangeswaran' was supplied by one N.Govindarajan and the same was telecasted on 20.12.2014 based on the documents furnished by him. The 1st defendant further contended that the original producer of the film M/s.Sivakami Productions had assigned the rights of the film in favour of one M/s Shyamala Movies on 27.09.1990 for a consideration of Rs.95,000/-. The said M/s Shyamala Movies transferred it's right in favour of one V.Balu on 18.07.2011. The said V.Balu assigned the rights in favour of N.Govindarajan on 17.03.2014 and the said N.Govindarajan submitted the film for telecast to the 1st defendant.

3 (ii). It was also averred by the 1st defendant that on receipt of legal notice from the plaintiff payment due to N.Govindarajan was withheld subject to his proving genuinity of his ownership over the telecasting rights of the film. It was also averred in the written statement of the 1st defendant that it was willing to pay royalty payable to the rightful owner of film subject to the outcome of the decision of the Court. It was averred in the written statement that said N.Govindarajan was a proper and necessary party to the suit.



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4. Subsequently, the above said N.Govindarajan named by 1st defendant was impleaded as 2nd defendant in the suit and he filed a written statement stating that he adopts the written statement of the 1st defendant.

5. This Court on 08.07.2019 framed the following issues for trial:-

- (i) Whether Sri Sivakami Productions assigned negative rights agreement in favour of A.Ganesan of Ms.Shyamala movies or in favour of M/s.Sridhar films?
- (ii) Whether K.Palani assigned letter of arrangement in favour of K.Indra Devi as alleged by the Plaintiff?
- (iii) Whether N.Govindarajan 2nd defendant is the lawful owner of the film having assigned it from V.Balu by a deed of agreement dated 17.03.2014?
- (iv) Whether the Plaintiff is the copy right owner of the film Ilangeswaran?
- (v) Any other relief or reliefs?"



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Evidence:-

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6. On behalf of the plaintiff, he was examined as PW.1 and 18 documents were marked on his side as Exs.P1 to P18. On behalf of defendants, Upper Division Clerk of 1st defendant office was examined as DW.1 and the 2nd defendant was examined as DW.2 and 8 documents were marked on their behalf as Exs.D1 to Ex.D8.

Arguments of learned counsel for the plaintiff:-

7. The learned counsel for the plaintiff by taking this Court to the evidence of PW.1 and assignment deeds Exs.P2, P3, P4 and P7 submitted that the plaintiff has proved his copyright over the telecasting rights in the film 'Elangeswaran' and consequently, he is entitled to reliefs prayed for in the suit.

Argument of the learned counsel for the 1st defendant:-

8. The learned counsel for the 1st defendant by relying on Ex.D7/Assignment Deed executed by one V.Balu in favour of 2nd defendant submitted that 2nd defendant is the owner of telecasting rights of the film



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'Elangeswaran'. He further submitted that only after verifying records produced by 2nd defendant, on being satisfied with his *prima facie* right over the film, the same was telecasted by 1st defendant. The learned counsel further submitted that the 1st defendant obtained an indemnity bond from 2nd defendant and the same was marked as Ex.D1 and the said document proves the precautionary steps taken by the 1st defendant before telecasting the film.

9. The learned counsel for the 2nd defendant adopted the arguments of the learned counsel for the 1st defendant and submitted that under Ex.D7, 2nd defendant acquired telecasting rights of the film 'Elangeswaran' and consequently, the plaintiff is not entitled to any relief.

Issue Nos.1 to 3:-

10. It is not in dispute that M/s.Sri Sivakami Productions was the original producer of Tamil film 'Elangeswaran', the same can be gathered from xerox copy of the certificate issued by Central Board of Film Certification, which was marked as Ex.D5. In the said document, the name of the producer was mentioned as M/s.Sri Sivakami Productions. As per the case



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of the plaintiff M/s.Sri Sivakami Productions assigned the telecasting rights of the film in favour of Sridhar Films under Ex.P2 dated 20.12.1989.

11. A perusal of Ex.P2 would suggest that Managing partner of M/s.Sri Sivakami Productions assigned perpetual rights of film 'Elangeswaran' in favour of Sridhar Films for a consideration of Rs.3,000/- on 20.12.1989. As per Section 19 (1) of the Copyrights Act, 1957, the assignment of copyright shall be in writing. Ex.P2 is a letter written by original producer M/s.Sri Sivakami Productions in favour of Sridhar Films mentioning assignment of perpetual television rights in favour of Sridhar Films.

12. As mentioned earlier, the consideration was also mentioned as Rs.3,000/-. In such circumstances, Ex.P2 can be taken as a document evidencing valid assignment of television rights in favour of Sridhar Films. Ex.P3 is a letter written by Partner of Sridhar Films dated 18.05.1995 assigning television rights in three films including 'Elangeswaran' in favour of K.Palani.



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WEB COPY 13. Ex.P4 is a Deed of Assignment executed by K.Palani in favour of one K.Indira Devi dated 24.05.1995 whereunder television rights of three films including 'Elangeswaran' was assigned in favour of K.Indira Devi for a consideration of Rs.30,000/-. Ex.P5 is a stamped receipt issued by K.Palani in favour of K.Indira Devi for having received Rs.30,000/- for assigning his television rights in three films. Ex.P7 is the assignment deed executed by the said K.Indira Devi in favour of plaintiff dated 17.03.2011 assigning television rights in as many as 14 Tamil films including 'Elangeswaran' in favour of plaintiff for a consideration of Rs.30,000/-. Therefore, a perusal of Exs.P2, P3, P4 and P7 would indicate flow of right in favour of plaintiff from the original producer namely Sivakami Productions.

14. The defendants in their pleadings had averred that the original producer Sivakami Productions assigned the copyrights of the film in favour of one A.Ganesan of M/s Shyamala Movies by a letter dated 27.09.1990. The said Shyamala Movies transferred their right in favour of one V.Balu on 18.07.2011 and the said V.Balu transferred it to 2nd defendant on 17.03.2014.



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Even as per the admitted case of the defendants in their written statement, the original producer Sivakami Productions assigned rights in favour of A.Ganesan of M/s Shyamala Movies only on 27.09.1990.

15. The xerox copy of the said letter was produced as Ex.D3. As discussed earlier, original producer Sivakami Productions assigned the telecasting rights in favour of Sridhar Films as early as 20.12.1989 under Ex.P2. Therefore, they had no right to transfer the entire negative rights including television rights in favour of A.Ganesan of M/s Shyamala Movies on a subsequent date viz., 27.09.1990.

16. A perusal of Ex.D3 would suggest that it is not a letter written by original producer Sivakami Productions in favour of A.Ganesan of M/s Shyamala Movies. It is only a letter written by Managing Partner of Sivakami Productions addressed to Vijaya Productions Limited informing them that global negative rights in respect of the film was given to A.Ganesan of M/s Shyamala Movies and hence, they had no objection to transfer the negatives in the name of A.Ganesan of M/s Shyamala Movies. Therefore, the actual



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assignment deed by original producer Sivakami Productions in favour of

A.Ganesan of M/s Shyamala Movies is not before this Court. Further, Ex.D3

is subsequent to Ex.P2 and consequently, the alleged transfer pleaded by the defendants subsequent to the transfer in favour of plaintiff's predecessor is not valid in eye of law. The defendants have not produced any documents to show that A.Ganesan of M/s Shyamala Movies assigned the rights in favour of V.Balu, the predecessor of the 2nd defendant. Ex.D6 is a letter written by Vijaya Colour Laboratory addressed to V.Balu wherein it was mentioned A.Ganesan of M/s Shyamala Movies had granted exclusive world negative rights including television rights to the addressee namely V.Balu. Therefore, there is no valid document produced by the defendants to show that V.Balu acquired the television rights either from A.Ganesan of M/s Shyamala Movies or from original producer Sivakami Productions. Ex.D7 is a assignment deed executed by V.Balu in favour of 2nd defendant.

17. In the absence of valid assignment deed to link transfer in favour of V.Balu, the defendants will not acquire any valid television rights in the



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film 'Elangeswaran'. Hence, the documents Exs.D3, D6 and D7 produced by the defendants do not prove flow of title in favour of 2nd defendant.

18. In view of the discussions made earlier, the plaintiff herein succeeded in proving flow of right in his favour from original producer Sivakami Productions. However, the documents produced by the defendants do not link the flow of rights from original producer of the film to the 2nd defendant. Further, even as per pleadings of the defendants, the first document relied on by them namely alleged letter written by Sivakami Productions in favour of A.Ganesan of M/s Shyamala Movies dated 27.09.1990 was subsequent to the earliest document relied by the plaintiff namely Ex.P2 dated 20.12.1989. Therefore, this Court comes to the definite conclusion that Sivakami Productions validly assigned television rights in favour of Sridhar films and hence, the Issue No.1 shall be answered accordingly. Ex.P4 dated 24.05.1995 proves assignment of television rights by K.Palani in favour of K.Indira Devi. Hence, Issue No.2 is answered in favour of plaintiff in affirmative.



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19. As mentioned earlier, the 2nd defendant failed to link flow of right from original producer to himself and hence, he cannot claim himself as a lawful owner of the film and consequently, Issue No.3 is answered in favour of the plaintiff against the defendants.

Issue No.4:-

20. In view of the discussions made earlier, this Court comes to a conclusion that the plaintiff succeeded in proving that he is the copyrights owner of television right in Tamil film 'Elangeswaran' by producing Exs.P2, P3, P4 and P7 and accordingly, Issue No.4 is answered in favour of plaintiff and against the defendants.

Issue No.5:-

21. In view of the answer to Issue Nos.1 to 4, the plaintiff is entitled to declaration as prayed for.

22. As a necessary consequence, the 1st defendant is restrained from making payment of royalty amount for having telecasted the Tamil film



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'Elangeswaran' to any other person except plaintiff.

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23. In the facts and circumstances of the case, the plaintiff is entitled to costs of the suit.

Conclusion:-

(a) The suit is decreed in respect of prayer for declaration and permanent injunction as prayed for.

(b) The defendants are directed to pay the costs of the suit to the plaintiff.

(c) Consequently, the connected application is closed.

06.06.2023

Index : Yes
NCC : Yes
dm

List of witness examined on the side of the plaintiff:-

1. P.W.1-Mr.N.Ravi – Plaintiff Herein

List of documents marked on the side of the plaintiff:-

15/18



Sl. No.	EXHIBITS	DESCRIPTION
1.	P1	The photocopy of the Central Board of Film certificate issued by the Central Board of Film Certification.
2.	P2	The photocopy of the letter of irrevocable arrangement dated 20.12.1989.
3.	P3	The photocopy of the letter of irrevocable arrangement dated 18.05.1995.
4.	P4	The original of the agreement.
5.	P5	The original of the payment receipt.
6.	P6	The original of the original DD-1 dated 27.11.2002 issued by Pracharabharathi corporation of India, Doordarshan kendra, Chennai.
7.	P7	The original of the agreement entered and execute between the said K.Indira Devi and himself.
8.	P8	The photocopy of the letter dated 22.12.2014.
9.	P9	The original of the letter dated 30.03.2015.
10.	P10	The photocopy of the legal notice dated 01.10.2015.
11.	P11	The original of the letter sent by 1 st defendant dated 16.08.2017.
12.	P12	The photocopy of the letter with postal receipt slip sent by him to the 1 st defendant dated 17.11.2017.
13.	P13	The photocopy of the agreement dated 03.05.2005.
14.	P14	The photocopy of the agreement dated 03.05.2005.
15.	P15	The photocopy of the agreement dated 03.05.2005.
16.	P16	The photocopy of the agreement dated 03.05.2005.
17.	P17	The photocopy of the agreement dated 03.05.2005.
18.	P18	The photocopy of the agreement dated 03.05.2005.



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List of witness examined on the side of the 1st Defendant:-

1. D.W.1-Mr.S.Sriraman – Upper Division Clerk of the 1st Defendant Office
2. D.W.2-Mr.N.Govindarajan - 2nd Defendant Herein

List of documents marked on the side of the Defendants:-

Sl. No.	EXHIBITS	DESCRIPTION
1.	D1	The original Indemnity Bond dated 02.12.2014.
2.	D2	The photocopy of the Affidavit of N.Govindarajan dated 02.12.2014.
3.	D3	The photocopy of the Negative Rights Agreement dated 27.09.1990.
4.	D4	The original authorization letter dated 09.08.2021.
5.	D5	The photocopy of Central Board of Film Certificate issued by Government of India for Ilangeswaran Tamil Talkie colour dated 05.08.1986.
6.	D6	The original letter dated 13.08.2013 letter from Vijaya Colour Lab to V.Balu.
7.	D7	The original agreement dated 17.03.2014.
8.	D8	The original receipt dated 17.03.2014



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Pre-delivery Judgment in
C.S.No.922 of 2017
(Comm.Suits)

06.06.2023