



C.S.No.867 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Reserved on : 28.07.2023

Delivered on : 04.08.2023

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

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M/s.P.Jesygaa,
Proprietrix,
JVKDS Enterprises
No.48/2, 1st Floor AVM Avenue
1st Main Road, Virugambakkam,
Chennai — 600 092

...Plaintiff

Vs

1.Mr.R.M.V.Sreenivasa Prasad,
Proprietor
M/s.SURAJ MOVIES,
No.16, Parthsarathipuram,
T.Nagar,Chennai — 600 017.

2.Mr.B.AMARENDRA
Proprietor,
M/s.Dreams Communications,
GB,Sahas Castle, No.17 Raja Street,
T.Nagar, Chennai — 600 005.



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3.Raj Television Network Limited,
Rep. by its Managing Director,
Mr.M.Raajhendhran,
No.32, Poes Road, 2nd Street,
Teynampet,
Chennai — 600 018.

...Defendants

Prayer: Suit filed under Order IV Rule 1 of O.S. Rules read with Section 7 of the Commercial Courts, Commercial Appellate Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015 (4 of 2016) read with Section 55 and 62 (2) of the Copyright Act and Order VII Rule-1 of CPC,

a) For declaration, declaring the Plaintiff is the sole and absolute copyright owner in respect of telecasting 3 films more fully set out in the Schedule of List hereunder through cable, cable TV, Cable TV Channel, Set Top Box, etc. throughout the area of entire Tamil Nadu as contemplated in the agreement entered into between the Plaintiff and the 2nd Defendant;

b) For a Permanent Injunction restraining the Defendants their men, servants, agents, etc., from in any manner interfering or infringing the copyright owned by the Plaintiff in respect of telecasting 3 Movies more fully set out in the schedule of list hereunder through cable, cable TV, cable TV Channel, Set Top Box,



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etc. throughout the area of entire Tamilnadu, as contemplated in the agreement entered into between the Plaintiff and the 2nd Defendant;

c) cost of the suit; and

d) grant such further or other relief or reliefs as this Hon'ble Court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff : Mr. T.Thiageswaran
for M/s.Waron and Sairams

For Defendant 3 : Mr. K.Harishankar

For Defendants : Set Ex parte.
1 and 2.

JUDGMENT

The above suit is filed by the plaintiff for a declaration that the plaintiff is the sole and absolute copyright owner in respect of the three films set out in the schedule to the plaint, through cable, cable



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TV, cable TV channels, set top boxes, etc., throughout the State of Tamil Nadu and for a permanent injunction in respect of thereto.

2. It is the case of the plaintiff that they acquired the rights from the 1st defendant who is the producer, world negative rights holder and copyright owner of the films, Sathru, Vyjayanthi I.P.S, Thilagavathi CBI, hereinafter collectively called the Films. The 1st defendant has assigned the rights in the Films to the 2nd defendant under an agreement of assignment dated 18.07.2003 and the 2nd defendant intun had assigned the said rights to the plaintiff for a period of 99 years under an agreement dated 25.01.2018. The plaintiff was assured that the assignors had not assigned the said rights to any third parties and the rights that were assigned to the plaintiff were unencumbered and in the event of any dispute arising in respect of the Films, they would keep indemnified the plaintiff against any loss / claim for damages.



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3. The plaintiff would submit that the 3rd defendant who is also carrying on business in Satellite Television networks, was constantly interfering with the cable TV operators to whom the plaintiff had assigned the rights to telecast the Films through cable TV, Set top boxes, etc., by claiming that they are the owners of the Films. The plaintiff would submit that she has approached the 3rd defendant to give proof of their copyright to the said movies and the 3rd defendant, instead of producing the agreement of assignment, has given a false complaint to the Inspector of Police, Teynampet and added to this they are interfering and infringing with the copyright of the plaintiff.

4. The plaintiff would submit that they are the absolute copyright holders of the Films and the 3rd defendant without any valid copyright, is continuously interfering and infringing the copyright enjoyed by the plaintiff and therefore the plaintiff has filed



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the above suit.

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5. The defendants 1 and 2 though served, had not entered appearance and were set ex parte. The 2nd defendant was set ex parte on 19.06.2019 and the 1st defendant was set ex parte by order dated 04.10.2019. It is only the 3rd defendant who is contesting the suit.

6. The 3rd defendant had filed a written statement, inter alia denying the allegations contained in the plaint. At the outset, they would submit that the suit has been instituted by the plaintiff only with the ulterior motive of escaping from liability in the criminal proceedings initiated against the plaintiff by the 3rd defendant. It is the contention of the 3rd defendant that they have been exploiting the cable TV rights and other copyrights owned by them in respect of the Films. The Cable TV and set top boxes are part of the wire and wireless diffusion rights and the Television rights are exclusively



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owned by the 3rd defendant and/or its sister concerns. The 3rd defendant would submit that the 1st owners of the copyright in respect of the Films Vyjayanthi IPS and Thilagavathi CBI have not been impleaded. The 1st defendant is only the producer of the film Sathru. It is the further case of the 3rd defendant that the plaintiff has not stated as to how she traces her title through the producers to the Films.

7. The 3rd defendant would submit that the documents relied upon by the plaintiff have been created for the purpose of the case. This is clearly evident from the undated letter addressed to the Lab with regard to the assignment of the alleged Satellite, cable and other rights in respect of the movie titled Vyjayanthi I.P.S. The 3rd defendant would further submit that the agreements that have been relied on by the plaintiff do not disclose as to how the 1st defendant had obtained the copyright in respect of the films, Vyjayanthi I.P.S and Thilagavathi CBI and therefore the assignment of the rights in



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these films to the 2nd defendant is without authority.

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8. The 3rd defendant would submit that they have been carrying on business in satellite television broadcasting since 1994 in the regional languages of South India. Even prior to the incorporation of the 3rd defendant company, its sister concerns such as Raj Video Vision, Rajendras, Sadhanas, etc., (all of whom are partnership firms) had acquired copyrights in respect of cinematograph films and individually the 3rd defendant had also acquired copyrights in various cinematograph films. The ownership of these copyrights were acquired by the 3rd defendant's sister concerns and promoters and they are now vested with the 3rd defendant company. It is the 3rd defendant who is exploiting these rights.

9. The 3rd defendant who has acquired the copyrights through



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valid assignment agreements, have also acquired exclusive ownership rights to exploit the Films as also several other films.

The 3rd defendant would further submit that they have been exclusively and irrevocably assigned with all the ownership rights, including cable TV and Satellite rights, in respect of the Films for a perpetual period. These rights have been acquired with valid consideration. The 3rd defendant has been exploiting these copyrights ever since then.

10. While so, the 3rd defendant was shocked to notice that the plaintiff had assigned cable TV rights in respect of the Films to some cable TV operators. The plaintiff has no valid right to assign the same, as the 3rd defendant holds exclusive rights and ownership of this copyright. The 3rd defendant was therefore constrained to lodge a complaint dated 16.11.2018 with the Commissioner of Police to take action against the plaintiff. The plaintiff had failed to cooperate in the enquiry but has rushed to this Court to file this present suit.



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The 3rd defendant would submit that the plaintiff has come to the Court with unclean hands and has no right to the Films and therefore the suit has to be dismissed.

11. This Court by order dated 19.11.2019 had framed the following issues:

"(i)Whether the plaintiff is entitled to the declaration of Cable TV copyrights in the suit schedule films as prayed for?

(ii)Whether the plaintiff is entitled to the relief of permanent injunction as against the defendants? .

(iii)Has not the plaintiff infringed the copyrights of the 3th defendant?

(iv)To what other reliefs, the parties are entitled to?"



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12. The plaintiff has examined, the Proprietrix of the plaintiff's concern as P.W.1 and has marked Ex.P.1 to Ex.P.3. The 3rd defendant in turn has examined their Director as D.W.1 and marked Ex.D.1 to Ex.D.4. Both parties, apart from filing their respective written arguments, have also adduced oral arguments.

Submissions:

13. The learned counsel for the plaintiff would submit that the 2nd defendant, who is the assignor of the plaintiff, had got rights from the producer / negative right holder, M/s.Suraj Movies, the 1st defendant herein, under an assignment deed dated 18.07.2003. The learned counsel would submit that by assignment agreement dated 25.01.2018 the 2nd defendant had assigned the Telecasting right of the films through cable TV, cable, set top boxes, etc., to the plaintiff for a period of 99 years. Pursuant to acquiring this right, the plaintiff has also been exploiting the same by giving the said right to cable



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TV operators throughout the state of Tamil Nadu.

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14. The learned counsel would rely upon an agreement between M/s.Saptagiri Movies and M/s.Raj Video Vision, which has been marked as Ex.D.1, dated 18.06.1991 with reference to the movie Sathru and the agreement between M/s.Gurudev Video Vision and M/s.Rajendra's dated 31.03.1994, with reference to several movies, including Vyjayanthi I.P.S. The learned counsel would submit that these agreements would indicate that the assignor of the 3rd defendant is not a producer but that they have only video cassette rights to the Films therein and there was no link document to confirm their assignor's copyright to the films. The learned counsel would draw the attention of the Court to the cross examination of D.W.1, which is set out in question nos.13 to 22, Which is extracted herein below:

“Q:13 Have you filed the above said link documents before this Hon’ble Court?”



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A: I have to check.

Q14: Why you did not get assignment of copyright for the movie Vyjayanthi I.P.S directly in our company's name since your company was incorporated I the year 1993 itself?

A: That company is also one of our group company?

Q15: Is M/s. Rajendra's a company?

A: It is partnership firm.

Q17: Do you agree that you are not the copyright holder for the movie Thilagavathy CBI?

A: Yes.

Q19: Is it correct to say that copyright for the movies Sathruvu and Vyjayanthi I.P.S was not assigned to the Raj television network limited?

A: It is assigned in the name of group of company.



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Q20: I put it to you that you have not produced anyother document to Say that Raj television network limited is a copyright holder for the movies Sathruvu and Vyjayanthi I.P.S.?

A: We have filed the group of companies agreement.

Q21: Have you filed any suit against the Plaintiff for the infringement of copyright of the above said two movies Sathruvu and Vyjayanthi I.P.S.?

A: We have filed police complaint only.

Q22: Have you filed any document before this Hon'ble Court to prove that Raj television network limited and Rajendra's are the group of companies?

A: I have to check.

15. The learned counsel would submit that although D.W.1



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had stated that there is a group company agreement, the same has not been produced for the scrutiny of the Court. He would also rely upon the admission of D.W.1 that they do not have any document to show their copyright over the movie Thilagavathi CBI.

16. He would draw the attention of the Court to Section 18 of the Copyright Act, 1956, which provides the mode of assignment of copyright. He would submit that the assignment agreement that has been produced by the 3rd defendant does not state that the assignment is in respect of transmission through cable TV. That apart, the learned counsel would submit that wire communication is different from local cable TV telecasting. It is his contention that the plaintiff had got the copyright to these movies directly from the assignee from the original producer of the Films. Therefore, the plaintiff's copyright is valid, whereas the 3rd defendant does not have an exclusive or full copyright over the Films. Further, the proviso to Section 18 restricts the assignment only to the extent of



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exploitation via media or modes that exist or that is in commercial use at the time of assignment, unless the assignment specifically provides for the source. The assignment does not automatically extend to future modes and media or a medium or mode of dissemination made commercial after the date of the assignment.

17. The argument of the plaintiff's counsel is that the 3rd defendant had only got video rights and had not been given cable TV rights and therefore they cannot claim any rights under the agreement to telecast the Films through the cable TV network, cable TV etc,. That apart, they have not produced the link documents or the group company agreement. He would submit that the plaintiff has produced the Central Board of Film Certification, which shows that the 1st defendant is the producer of the movie and further, the producer of the movie Vyjayanthi I.P.S has given a letter to the lab stating that they have no objection to the lab confirming the rights of



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the Tamil Dubbed picture Vyjayanthi I.P.S in favour of M/s.Dream Communications.

18. The learned counsel would further submit that the suit has to be decreed in as much as the 3rd defendant had been granted only the video rights in respect of the movie and in the light of the 2nd proviso to Section 18, the same cannot be extended to cable TV telecasting. That apart, the 3rd defendant has got the copyright and the video rights cannot be further assigned. Therefore, the transfer in favour of the 3rd defendant under which they claim right to the Films is without any basis and does not clothe the 3rd defendant with any right to the said movies.

19. Per contra, the learned counsel appearing on behalf of the 3rd defendant would submit that the suit itself is a misconceived one. It was his contention that the plaintiff was not able to prove whether the 1st defendant was the owner or producer of the film



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since the entire suit is based on the premise that the 1st defendant was the producer, negative rights holder and copyright holder of the suit schedule movies. He would draw the attention of the Court to Ex.P.1 which is the assignment agreement under which the 1st defendant had assigned four feature films including the Films in favour of the 2nd defendant. The deed would describe the 1st defendant as the producer / copyright holder. He would submit that the assignment deed would state that the 1st defendant had the sole and exclusive right to broadcast the four films and that they had full rights to deal with the same. However, how this right has accrued has not been set out. He would further draw the attention of the Court to the certificate issued by the Central Board of Certification with reference to the movie Vyjayanthi I.P.S, to bring to the notice of the Court the fact that this certification has not been issued to the 1st defendant but to one, M/s.Surya Movies which is shown to be the owner of the said movie, Vyjayanthi I.P.S.



20. That apart, he would bring to the notice of the Court the fact that the undated letter that has been addressed to the lab and which has been pressed into service by the plaintiff to prove that the 2nd defendant had obtained the right to telecast the Tamil movie Vyjayanthi I.P.S, has been issued only by Surya Movies and not by the 1st defendant herein "*Suraj Movies*". This would clearly go to show that the assignor of the original agreement in the year 2003 did not have any right to the said movies. As regards the other two movies, there is nothing to show how the plaintiff acquired a right to the same.

21. The learned counsel would further submit that Ex.P.1 had been marked subject to objection and that the parties to this document have not gotten into the box to adduce evidence. He would further submit that even assuming that Ex.P.1 is a valid document, there is nothing to show that the assignee, i.e., Dream Communications, had exploited the copyright within one year from



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the date of assignment in his favour i.e., on or before 17.07.2004.

Therefore, the learned counsel would submit that the provisions of Section 19 (4) of the Copyright Act would set in. This argument is of course without prejudice to his contention that the 1st defendant did not have any right to assign the movies in favour of the 2nd defendant. He would further contend that clause 2 of Ex.P.2, which is the assignment agreement in favour of the plaintiff has not been proved by the plaintiff by producing any document.

22. He would also draw the attention of the Court to the cross examination of P.W.1 in this regard, wherein to a question as to whether the 2nd defendant had exploited the copyrights acquired under Ex.P.1 agreement, the witness responded by stating that he does not know about the same but that he had not given the cable TV rights to anybody else. He would refute the contention of the learned counsel for the plaintiff that the plaintiff did not have any right to telecast through cable TV by drawing the attention of the Court to



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the agreement, Ex.D.1, wherein the Raj Video Vision has been given the right to exploit, distribute, print, etc.

23. A similar right has also been granted under Ex.D.2 to M/s.Rajendra's, both of whom are the sister concerns of the 3rd defendant. Therefore, the 3rd defendant would submit that the argument of the plaintiff that they had only been given video rights and therefore the 3rd defendant did not have a right to exploit the cable TV is contrary to the facts and documents.

24. As regards the argument with reference to 2nd proviso to Section 18 of the Act, the learned counsel would submit that this amendment came into force on 21.06.2016, whereas the agreement was executed as early as in the year 1991. Therefore, the 2nd proviso to Section 18 of the Act, would not be applicable to the 3rd defendant. With reference to his argument that the 3rd defendant has been given the right to exploit by means of wireless diffusion for



communication to the public, he would rely upon the Judgement of the Division Bench of this Court reported in **2005-3-LW.249 – Raj Video Vision Vs. S.A. Rajkannu and another**, with specific reference to paragraph nos. 16 and 17.

25. To buttress his argument regarding non-exploitation (Section 19 (4) of the Copyright Act), the learned counsel would rely upon the Judgements reported in **2017 (1) CTC 709 – M/s.Asianet Communications Ltd., Vs. Sun TV Network Limited and others** and **2018 SCC OnLine Mad 13679 – K.Bose Babu Vs. Gowri Productions and others**.

26. He would submit that the plaintiff has to prove by documents or otherwise, how she has acquired a right to the Films, particularly when she has not been able to prove the source from which her assignor and inturn their assignor had obtained a right to lease for telecasting these movies.



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27. In reply, the learned counsel for the plaintiff would place reliance upon the letter issued by the producer of the movie, Vyjayanthi I.P.S to the lab to state that this would prove the right of the 2nd defendant to the movie, Vyjayanthi I.P.S.

28. Heard the learned counsels and perused the records.

Issue nos. 1 and 2:

29. The plaintiff claims a right to the films under Ex.P.1 and Ex.P.2 and the letter that is addressed to the lab. Before discussing the arguments on either side with reference to the above, it is necessary to point out two factors that emerge from a reading of these documents:

(a)The agreement Ex.P.1, which is the deed under which the 1st defendant assigns the rights in the four films, including the three films that are the subject



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matter of this suit, states that the period of agreement is 25 years for all the three movies, which means that the agreement was to come to an end in the year 2028. However, in Ex.P.2 which is dated 25.01.2018, the 2nd defendant has assigned the right for a period of 99 years, when on the date of the agreement, the 2nd defendant only had a right for 10 years. Further, in Ex.P.1 the plaintiff claims to be the producer of the Films.

(b)The letter upon which the plaintiff places great reliance to show that the movie Vyjayanthi I.P.S belongs to the 1st defendant and which has been assigned to the 2nd defendant is in respect of the "Tamil dubbed picture Vyjayanthi I.P.S", that apart the Central Board of Film Certification is issued to one M/s.Surya Movies in respect of a Tamil original movie and not to



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the 1st defendant who is Suraj Movies.

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30. A perusal of the film certification would clearly show that the person who owns the copyright to the film Vyjayanthi I.P.S is M/s.Surya Movies and not the 1st defendant, M/s.Suraj Movies. That apart, Ex.P.1 has been marked subject to objections, since it was only a photocopy that has been marked and there is no explanation as to why the original is not filed either in the plaint or in the proof affidavit. The plaintiff has not been able to establish as to how the 1st defendant acquired a right to the Films. Without proving the right, the 1st defendant's assignment in favour of the 2nd defendant and in turn the 2nd defendant's assignment in favour of the plaintiff would not give any right to the plaintiff. Even assuming that the 1st defendant has assigned the movies to the 2nd defendant, the plaintiff has not been able to prove as to whether the 2nd defendant has exploited the movie within a period of one year. Section 19(4) of the Copyright Act would read as follows:



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“Where the assignee does not exercise the right assigned to him under any of the other sub-sections of this section within period of one year from the date of assignment, the assignment in respect of such rights shall be deemed to have lapsed after the expiry of the said period unless otherwise specified in the assignment.”

31. In the Judgement reported in **2018 Scc OnLine Mad 13679 – K.Bose Babu Vs. Gowri Productions and others**, this Court had occasion to consider the above provision and the Court had occasion to consider the above provision and the Court has held as follows:

"41. In the case of copyright of motion pictures, the burden is on the Plaintiff to prove that he has valid



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copyright under the agreement and had exercised his right. It is also his duty to prove that the Defendants have infringed the said copyright. In the present case, the 4th and 6th Defendants claimed that they have independent rights. The documents produced by the 4th and 6th Defendants show that the four movies, namely, Akasaramanna (Starring Kantharao, etc.), Thotalopilla Katalorani (Starring Kantharao, etc.), Bhoolokamlo Yamalokam (Starring Kantharao, etc.), and Devuni Gelichina Manavadu (Starring Kantharao, etc.) had been finally assigned to the 6th Defendant.

42. At any rate, since in this suit, the issue is only with respect to the copyright of the Plaintiff, this Court need not go into the assertion of the 6th Defendant that they are the copyright holders. At present, it is for the Plaintiff to prove that he has copyright over all the ten



movies.

*43. The Plaintiff has not proved that he is the copyright holder in respect of the ten movies and he is the owner of the copyright as claimed. He has not acquired any right from the 2nd Defendant since the 2nd Defendant himself has no right to transfer or assign after a period of one year. **The 2nd Defendant had not reserved his right to exploit the movies after a period of one year. "***

The plaintiff in the instant case has not been able to prove that the 2nd defendant has exploited his rights within a period of one year of the assignment in his favour.

32. As regards the argument adduced by the plaintiff that the rights of the 2nd defendant are hit by the 2nd proviso to Section 18 of the Copyright Act, the same will not hold water since even under Ex.D.1 and Ex.D.2, the assignees have been given a right to exploit



the right through cable TV. Further, the agreement which has been entered into between the sister concern of the 3rd defendant and the negative rights holder were before the introduction of the 2nd proviso to Section 18 of the Copyright Act. In a case involving the sister concern of the 3rd defendant, which is reported in **2005-3-LW.249 – Raj Video Vision Vs. S.A.Rajkannu and another**, a similar argument was taken that the plaintiff therein (Raj Video Vision) was not given a right to telecast the picture through satellite.

33. The Division Bench of this Court after considering the clauses in the agreement. which are more or less similar except for the terms contained in Ex.D.1 has held as follows:

"14. Learned counsel appearing for the appellant has submitted that the agreement between the Producer and the plaintiff/appellant clearly envisages conferment of right on the appellant to broadcast the picture through Satellite television and the right is not confined



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to mere video rights as observed by the trial court. In support of such contention, he has placed reliance upon certain provisions contained in the Copyright Act, 1957. Since both the agreements were executed in January / June 1994, the relevant provisions as contained in the Copyright Act, 1957, before such Act was amended by Act 38 of 1994 with effect from 10-5-1995, are being referred to hereafter.

As per Section 2(dd) broadcast means communication to the public-

- (i) by means of wireless diffusion, whether in any one or more of the forms of signs, sounds or visual images; or*
- (ii) by wire, and includes a re-broadcast;*

According to Section 2(ff) communication to the public means communication to the public in whatever manner, including communication through satellite.

As per Section 2(m) infringing copy means,-



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(i) . . .

(ii) *in relation to a cinematograph film; a copy of the film or a record embodying the recording in any part of the sound track associated with the film;*

(iii) . . .

(iv) . . .

if such reproduction, copy or record, is made or imported in contravention of the provisions of this Act.

34. Ultimately, the Court went on to hold that the right given to the plaintiff was not confined to exploitation through videos alone but also exploitation by means of wireless diffusion for communication to the public. Similar is the case in the facts on hand. The agreement entered into by the defendant / their sister concern grants a right to cable TV.

35. Therefore, in the light of the above discussion and finding



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that the plaintiff has not been able to prove her case that the 1st defendant was the producer / negative rights holder of the Films, Issue Nos.1 and 2 are answered against the plaintiff.

Issue no.3:

36. The learned counsel for the 3rd defendant had fairly conceded that they do not have any claim to the movie, Thilagavathi CBI. However, with reference to the movies Sathru and Vyjayanthi I.P.S, the 3rd defendant has produced Ex.D.1, which is the agreement entered into between M/s.Saptagiri and M/s.Raj Video Vision in respect of the film “Sathru”. Under Ex.D.2, the rights of the film, Vyjayanthi I.P.S and several other movies have been granted by M/s.Gurudev Video Vision to M/s.Rajendra's, which includes the right to exploit the movie by means of wire and wireless diffusion within the meaning of the Indian Copyright Act.

37. It is also the evidence of the 3rd defendant that they have



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been exploiting the said right ever since then and this is clearly evident from Ex.D.4, which is the Licence Agreement entered into between the 3rd defendant and the Tamil Film Producers Trade Trust, which consists of members who are producers of Tamil cinematography films. The 3rd defendant had clearly set out that they were the absolute owners of the local cable distribution rights, the surface Transport Broadcasting rights and commercial establishment rights in respect of the movies, which were annexed to the said agreement and which totaled to 1000 movies.

38. All of this would show that the 3rd defendant has a copyright to the films Sathru and Vyjayanthi I.P.S. Hence, Issue no.3 is answered in favour of the 3rd defendant.

39. In the light of the above discussion, the plaintiff having failed to prove their right, the suit is dismissed with costs.

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Internet : Yes/No
Index :Yes/No
Speaking / Non-Speaking
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List of witness on the side of the Plaintiff:

P.W.1 - Ms. P.Jesygaa



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List of Exhibits marked on the plaintiff's side:

- Ex.P.1 - Agreement of Assignment dated 18.07.2003.
- Ex.P.2 - Agreement of Assignment dated 25.01.2018.
- Ex.P.3 - List of Movies given by the 3rd defendant to the cable operators.

List of witness on the side of the Defendants:

- D.W.1 - Mr. M.Ravindran

List of Exhibits marked on the defendants' side:

- Ex.D.1 - Agreement dated 18.06.1991
- Ex.D.2 - Agreement dated 31.03.1994
- Ex.D.3 - Complaint lodged before the Commissioner of Police dated 16.11.2018.
- Ex.D.4 - License Agreement executed by the 3rd defendant dated 01.12.2017, 23.03.2019.

P.T. ASHA. J.



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Pre-delivery Judgment in
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