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C.S.No.397 of 2005

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.06.2024

Coram:

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S.No.397 of 2005

SREE DEVI VIDEO CORPORATION

Rep. by its Partner

Ghanshyam Hemdev

No.73, Nungambakkam High Road

Chennai - 600 034

... Plaintiff

Vs.

1. M/s.Sri Murugan Pictures

Rep. by its Proprietrix

Mrs.B.Vijaya

Vijaya Theatre Building, Mayiladuthurai

(Substituted as per order dated 19.04.2022 in

Appn. No.1336 of 2022)

2. Messrs Gemini Colour Laboratory

No.2, Vembuliamman Koil Street

Virugambakkam, Chennai - 600 092

3. Mathura Network

rep. by Mr.Justin Amalorpavanathan and

Mr.S.Kumaresan

... Defendants



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Prayer: The plaint is filed under Section 55 and 62 of the Indian Copyright Act, 1957 read with Order IV Rule 1 of Original Side Rules and Order VII Rule 1 Code of Civil Procedure, praying to pass judgment and decree against the defendants on the following terms:

a. For a declaration that the plaintiff is the absolute owner of the limited copyrights viz., Entire Video Copyrights including VCD and DVD rights, Cable TV rights and Web/Internet rights etc. in the schedule mentioned films as per the agreement dated 02.12.2000 for perpetual period;

b. For permanent injunction restraining the defendants, their men, agents, servants or assigns from in any manner infringing the limited copyrights viz., Entire Video Copyrights including VCD and DVD rights, Cable TV rights and Web/Internet rights etc. in the films as per agreement dated 02.12.2000 described in the schedule to the plaint by exploiting or otherwise for perpetual period;

c. For costs of the suit.

For Plaintiff : Mr.K.Harishankar

For 1st Defendant : M/s.N.Alamelu Mangai

Defendants 2 & 3 : Set ex-parte on 16.08.2021



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JUDGMENT

This suit is filed by the plaintiff (a) for a declaration that the plaintiff is the absolute owner of the limited copyrights viz., Entire Video Copyrights including VCD and DVD rights, Cable TV rights and Web/Internet rights etc. in the schedule mentioned films as per the agreement dated 02.12.2000 for perpetual period, (b) for permanent injunction restraining the defendants, their men, agents, servants or assigns from in any manner infringing the limited copyrights viz., Entire Video Copyrights including VCD and DVD rights, Cable TV rights and Web/Internet rights etc. in the films as per agreement dated 02.12.2000 described in the schedule to the plaint by exploiting or otherwise for perpetual period, and for costs of the suit.

2. The averments made in the plaint is that the plaintiff is in the business of acquiring copyrights in cinematography films and exploiting the same in various territories throughout the world. The 1st defendant is



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the negative rights holder having all the copyrights in various Tamil films, which are described in the schedule to the plaint. During the course of business, the plaintiff acquired various copyrights including entire video copyrights viz., VCD rights, DVD rights, Cable TV rights and Web/Internet rights and other copyrights from the 1st defendant in the various films detailed in the schedule to the plaint under the agreement dated 02.12.2000 for valuable consideration for a perpetual period.

2.1. From the date of acquiring the said rights, the plaintiff has been exploiting the same by releasing VCD's, DVD's and telecasting in Cable Television, etc. The 2nd and 3rd defendants are the Laboratory with whom the negatives of the schedule mentioned films are kept for storage. Due to the increase in problems of video piracy, the plaintiff's valuable copyrights acquired under the agreement dated 02.12.2000, were being infringed by several pirated VCD and cable operators in Chennai and throughout the country. However, the 1st defendant who is the negative rights holder of



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the Schedule mentioned films is the absolute owner of all the copyrights in the said films and without the consent and assignment of any rights from the negatives rights holder, such infringement could not have taken place. The prints of the films will have to be taken from the negatives of the films, which are under the control of the Laboratories and they will act only on the instructions of the negative rights holders. Therefore, the 1st defendant who is the negative rights holder of the Schedule films has illegally exploited the copyrights which have already been assigned to the plaintiff under agreement dated 02.12.2000 and thereby committed infringement of the plaintiff's valuable copyrights. Hence, the plaintiff has no other remedy but to file he present suit for declaration that the plaintiff is the absolute owner of the copyrights as mentioned in the agreement dated 02.12.2000 and for a permanent injunction restraining the defendants, their men, agents, assigns or person acting on their behalf from in any manner infringing the plaintiff's copyrights as stated in the



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agreement dated 02.12.2000 in the films mentioned in the schedule to the plaint. The infringement committed by the defendants cannot be compensated in terms of money and there is an imminent danger that the defendant will continue to illegally exploit the copyrights thereby affecting the plaintiff and hence the present suit is filed.

3. The defendants 2 and 3 were set ex-parte by this Court on 16.08.2021 since they had not filed the written statement despite sufficient opportunity was given to them. The 1st defendant is the contesting party.

4. The 1st defendant has filed written statement stating that the 1st defendant Mrs.Vijaya, next Proprietrix of M/s. Murugan Pictures, impleaded as the party/representative of the 1st defendant as per the order passed in A.No.1336 of 2022 on 19.04.2022. Since the earlier Proprietrix of the 1st defendant, Mrs.Rajam died on 01.09.2021, Mrs.Vijaya, the daughter of the deceased Mrs.Rajam became the 1st defendant's present proprietor and has filed an application A.No.1336 of 2022 to implead



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herself as party to the suit and the same was allowed by this Court on 19.04.2022 and directed the plaintiff to file the amended copy. On receiving the amended plaint copy, this Court allowed this defendant to file the written statement.

4.1 It is submitted that Mrs.Rajam who was the sole Proprietrix of the 1st defendant Firm, died on 01.09.2021. She was already set ex-parte on 16.08.2021. The 1st defendant's representative at that time had filed an applications to set aside the ex-parte order along with an application to condone the delay and written statement. The same was returned by the registry on 02.08.2021 for certain compliances. Thereafter, the same was re-presented. Once again the applications were returned by the registry on 03.09.2021. Meanwhile, the 1st defendant's Proprietrix, Mrs.Rajam had died. The applications and the written statement could not be re-presented as she had died. A memo was filed along with the death certificate and legal heir certificate on 06.09.2021. Since the plaintiff did not take steps to



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implead the legal heir of Mrs.Rajam, this Court had advised the 1st defendant to implead Mrs.Vijaya as the substituted proprietrix of the 1st defendant to the present suit and the same was carried out in A.No.1336 of 2022 and the same was later allowed and this Court directed to submit the written statement.

4.2 The allegations made in the plaint are not true and are hereby denied. The proper forum for raising the dispute regarding the subject matter of the suit is the "District Court" and therefore, this suit is not maintainable before this Court. The parties are differently described in different parts of the plaint. Therefore, the suit is bad for mis-joinder of parties and for non-joinder of necessary and proper parties. In these circumstance the certificate of incorporation, memorandum of Association and Articles of Association must be produced by the plaintiff, since the parties are to be identified by lifting the corporate veil. In earlier instances, the defendant's counsel had aptly pointed out the differences between the



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cause-titles of the plaint copy in the Court and the copy of the plaint served to the respondent. However the cause title remained unchanged and in the cause title of the plaint before the amendment the 3rd defendant was Vijaya Color Laboratory, whereas, in the amended plaint copy the 3rd defendant is replaced to Mathura Networks, the cable TV company.

4.3 The allegations regarding the rights of the parties and the terms and conditions of the agreement to be scrutinised with the certified copy of the Registrar of Copy Rights. The interpretation given by the plaintiff regarding the ownership and acquisition of the rights are not correct. The 1st defendant is not aware of the video piracy averred in the plaint. The 1st defendant has no knowledge on or complicity in the video piracy of the 3rd defendant as alleged in the plaint. The 1st defendant does not know who is the 3rd defendant and how the infringement was committed. The allegations made by the plaintiff that the infringement cannot take place without the consent and assignment of any rights from the negative rights



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holder are not correct. The negatives of the films including the satellite rights will always be with the 1st defendant.

4.4 The plaintiff's allegations that he came to know about the part played by the 3rd defendant illegally exploited the exhibition of the films through their Cable T.V. Network and that the plaintiff objected to the exploitation made by the 3rd defendant are not true. The claim of the plaintiff that it is the absolute owner of the copy rights as stated in the plaint is not correct. The name of the film and the duration of exhibition of the pictures and that plaintiff objected to the exploitation narrated in the plaint is not correct. There is no passing of the ownership which has been held by the 1st defendant to the plaintiff as stated in the plaint. The plaint does not give details of the time and date in which the infringement of his rights had occurred. The allegations are vague and not descriptive of the acts of the 3rd defendant. In the absence of such detail, no relief of declaration as claimed by the plaintiff can be granted. The plaintiff has not



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stated the mode of his objections made to the defendant on the event of the infringement, in response.

4.5 The relief of declaration being discretionary in nature cannot be granted. According to the plaint allegations, the Court cannot grant the prayer of mere declaration where they could claim damages for the infringement if he omits to do so. For this reason the plaint has to be rejected. As regards the relief claimed in the plaint has not been properly valued and the appropriate Court fee has not been paid. As such the plaintiff has no cause of action to maintain the suit. To prevent the breach of a contract the performance of which could not be specifically enforced, it would be a continuing breach in which the plaintiff has acquiesced. It is therefore prayed that the suit may be dismissed with costs in respect of the 1st defendant since the suit has been filed vexatiously and speculatively.

5. Upon considering the pleading, the following issues have been framed by this Court on 30.08.2022.



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(i) Whether this Court has jurisdiction over the dispute?

(ii) Whether the plaintiff has valued the suit properly and paid the requisite Court fee?

(iii) Whether the agreement dated 02.12.2000 between the first defendant and the plaintiff is valid?

(iv) Whether the plaintiff is entitled to the declaratory and injunctive relief prayed for in the suit?

(v) Whether the parties are entitled to any other relief?

6. In order to substantiate the case, on the side of the plaintiff, one witness was examined as P.W.1 and 3 documents were marked as Ex.P.1 to Ex.P.3. On the side of the 1st defendant, one witness was examined as D.W.1 and 2 documents were marked as Ex.D1 to Ex.D2.



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7. The learned counsel for the plaintiff submitted that the plaintiff is engaged in the business of acquiring copyrights in cinematography films and exploiting the same in various territories and various mediums throughout the world. The 1st defendant is the negative rights holder having all the copyrights in various Tamil films, described in the schedule of the plaint as per Ex.D2. During the course of business, the plaintiff acquired various copyrights including VCD rights, DVD rights, satellite television rights and other copyrights of all nine films detailed in the schedule to the plaint from the 1st defendant under agreement dated 02.12.2000 for valuable consideration and the said agreement has been marked as Ex.P1. Ex.P2 is the letter dated 16.12.2023 issued by the 2nd defendant/laboratory to the plaintiff confirming the grant of right by the 1st defendant to plaintiff with respect to the film "Parakkum Paavai". Ex.P3 is the letter dated 02.12.2000 issued by the 1st defendant to the 3rd defendant/Laboratory for delivery of negatives of the other 8 schedule



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mentioned films to the plaintiff. A combined perusal of Ex.P.1 to Ex.P.3 would clearly show that the copyrights of the shedule mentioned films have been assigned to the plaintiff by the 1st defendant. While so, the plaintiff's copyrights were being infringed by several pirated VCD and cable operators. The 1st defendant, as the negative rights holders, is the absolute owner of all copyrights in the schedule mentioned films and without the consent and assignment of any rights from the negative right holders such infringement could not have taken place. The prints of the films will have to be taken from the negatives of the films, which are under the control of the Laboratory who will act only on the instructions of the negative rights holders. Therefore, the plaintiff has filed the suit for exploitation of the films and thereby committing infringement of the plaintiff's valuable copyrights for declaration as well as injunction. Pending suit, the original proprietrix of the 1st defendant defendant died. Therefore, one Vijaya, who is her daughter was impleaded. Even in the



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written statement they have not denied the rights of the films and the agreement/Ex.P1.

7.1 Further, on the side of the 1st defendant, one Mr.Rajesh was examined as D.W.1 and during cross examination, D.W.1 clearly admitted the execution of agreement/Ex.P1 between the grandmother of the 1st defendant and the plaintiff. Though during cross examination D.W.1 stated that they assigned only for DVD and VCD rights, he did not object to the validity of the agreement. The agreement/Ex.P.1 itself would clearly show that the 1st defendant assigned the entire rights for all the nine films mentioned in the Schedule -A of plaint and Schedule-B also would show that the entire world cable TV copyrights and video copyright have been assigned. Therefore, the contention of the defendant cannot be accepted.

7.2 As far as Court fee is concerned, the suit has been rightly valued and proper Court fee has been paid. The contention of the 1st defendant that Section 25(c) of Act alone should have been applied is incorrect.



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Section 25(c) of the Act only covers declaration of suits relating to IP Rights, whereas, Section 25(d) of the Act specifically governs declaratory decrees involving non-monetary subject matter. In the present suit, the plaintiff has also sought a consequential relief i.e permanent injunction restraining the defendants, their men, agents, servants, or assigns from in any manner infringing the limited copyrights since the subject matter is being infringed by several cable TV operators. Consequently, the bar under the proviso to section 34 of Specific Relief Act is also inapplicable since there is no omission to value any relief under the proper provision. Separate valuation and Court fee has been paid for each prayer.

7.3 Section 25 of the Tamil Nadu Court Fees and Suit Valuation Act, states that in a suit for a declaratory decree or order, whether with or without consequential relief, not falling under Section 26, the Court fee payable shall be as prescribed therein. Furthermore, Section 27 of the Tamil Nadu Court Fees and Suit Valuation Act, deals with the Court fee



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payable in a suit for injunction. Accordingly the plaintiff, valued the suit under Section 25(d) of the Tamil Nadu Court Fees and Suits Valuation Act, towards declaration and Section 27(c) of the Tamil Nadu Court Fees and Suits Valuation Act, for injunction and paid the correct Court fees.

7.4 Even otherwise, at the relevant point of time, the valuation under Section 25(c) of the Act was only Rs.1,000/-, whereas, the fixed valuation under Section 25(d) and Section 27(c) of the Act, was Rs.2,000/- each and accordingly the plaintiff has paid Rs.150/- towards Court fee under Section 25(d) of the Act for declaratory decree and Rs.150/- towards the Court fee under Section 27(c) of the Act for the relief of permanent injunction. Since the subject matter of the present suit does not cover the clauses (a) to (c) of Section 25 of the Act, the plaintiff has valued the suit under Section 25(d) of the Act and paid the Court fee accordingly.

7.5 As far as jurisdiction is concerned, Section 62 of the Copyright Act pertains to the jurisdiction of the Court over matters arising under the



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chapter 'Civil Remedies'. Section 62(1) states that suits for infringement of copyright shall be instituted in the District Court having jurisdiction. Furthermore, Clause (2) clarifies that such District Court having jurisdiction shall include a District Court within whose local limits the person suing, or where there are more than one such persons, any of them actually resides or carries on business.

7.6 The defendant's allegation that, as per Section 62 of the Copyright Act, 1957, only the District Court would have jurisdiction in the present matter is false and incorrect. It is submitted that to entertain a civil action for infringement of copyright, jurisdiction is vested with the Civil Courts or the High Court exercising the original jurisdiction as set out in Section 20 C.P.C. in the case of Civil Courts and Clause 12 of the Letters Patent in the case of a chartered High Court exercising original jurisdiction, and in cases where part of the cause of action lies within the jurisdiction of the High Court, after obtaining prior leave of the High Court



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or as per the provisions of Section 62(2) of the Copyright Act. However, because of the powers vested in the Madras High Court in parlance with its Original Jurisdiction, this Court has jurisdiction to entertain this present case. Further, in the present case, it is an admitted fact that the plaintiff carries on business within the jurisdiction of this High Court. Therefore, even as per Section 62(2) of the Copyright Act, this Court has got jurisdiction to entertain the present suit.

7.7. The learned counsel also referred to the decisions of this Court in the case of *Glaxo Operations U.K. Ltd. & Glaxo Laboratories India Ltd. Vs. Rama Bhaktha Hanuman candle & Camphor Works* reported in *1981 SCC online Mad 253* and also the decisions of the Division Bench of this Court in the case of *The Daily Calendar Supplying Bureau Vs. The United Concern* reported in *1964 SCC Online Mad 29* to substantiate his contentions.



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7.8 As far as the contention regarding one Vijaya Colour Laboratory was shown as 3rd defendant in the original plaint and in the amended plaint one Mathura Network is shown as 3rd plaintiff is concerned, it is purely a clerical mistake and in the amended plaint, by mistake, Mathura Network is shown as 3rd plaintiff instead of Vijaya Colour Laboratory. Even otherwise, the 3rd defendant/Mathura Network had not filed any written statement and remained ex-parte and also not entered into the witness box and ex-parte order was passed against the 3rd defendant/Mathura Network on 16.08.2021. Now the 1st defendant alone is the contesting defendant.

7.9. As stated above, the agreement/Ex.P1 and the letters/Ex.P.2 and Ex.P3 would clearly show that the 1st defendant assigned all the rights to the plaintiff in respect of the nine schedule mentioned films and Ex.D2 would clearly show that the 1st defendant had got the rights over the said nine films. Therefore, the 1st defendant has got every right to assign to the plaintiff. Except the power of attorney agent/DW.1, no other witness was



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examined and except Ex.D1/Power of Attorney and Ex.D2/xerox copy of the agreement dated 18.03.1980 showing the rights of the 1st defendant, no other documents have been marked. Even D.W.1/power of attorney agent has admitted the assignment agreement and the right of the 1st defendant and the rights of the plaintiff. Therefore, admitted facts need not be proved and that the plaintiff has proved his case and the subsequent infringement.

8. The learned counsel for the 1st defendant submitted as per Section 62 of the Act, only the District Court has got the jurisdiction to try the subject matter of this suit. Further, the suit has not been valued properly and correct Court fees has not been paid. This suit is filed for declaration and injunction and therefore, the plaintiff ought to have been valued under Section 25(c) of the Act for declaration, whereas, the plaintiff is said to have valued the suit under Section 25(d) and 27 (c) of the Tamil Nadu Suits Valuation Act. The plaintiff ingeniously omitted to value the suit under Section 25(c) of the Act for the reason that valuation under Section



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25 will have to satisfy the requirements of Section 34 of the Specific Relief

Act and only thereafter, they can invoke Section 25(d) of the Act.

Therefore, the suit is liable to be dismissed on these grounds itself. 8.1

The learned counsel further submitted that in the cause title of the plaint

before amendment, one Vijaya Colour Laboratory was shown as 3rd

defendant and in the amended plaint copy, the 3rd defendant is replaced as

Mathura Networks, which is a Cable TV Company. Therefore, the suit is

bad for non-joinder of proper and necessary parties. The learned counsel

further submitted that the 1st defendant had only assigned the rights of

VCD and DVD and not all the rights. The plaintiff has miserably failed to

prove their case. Therefore, the suit is liable to be dismissed.

9. Heard the learned counsel for the plaintiff and the learned counsel for the 1st defendant and perused the materials available on record.

10. On hearing of both sides and perusal of the available records, the issues are answered as follows:



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11. Issue No.1: Whether this Court has jurisdiction over the dispute?

11.1 The plaintiff has pleaded in their pleadings that this Court has got jurisdiction, as part of cause of action has arisen within the jurisdiction of this Court and that the Registered Office of the plaintiff is in Chennai. The 1st defendant has denied the same in their written statement stating that this suit is not maintainable before this Court, as the proper forum for raising the dispute regarding the subject matter of the suit is the District Court and therefore, this Court has no jurisdiction at all to entertain the suit.

11.2 Admittedly, Ex.P1 is the agreement entered into between the plaintiff and the 1st defendant at Chennai, whereby, the 1st defendant has assigned the copyrights of nine films mentioned in Schedule-A of the agreement and that in the Schedule-B/Contracted Territories, it is mentioned as entire world cable TV copyrights and video copyright have been extended to the plaintiff.



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11.3 Further, the plaintiff Company is also situated at Chennai, the part of the cause of action is spread over the world and therefore, the cause of action also arose at Chennai.

11.4 As far as jurisdiction over the subject matter of copyright is concerned, though Section 62(1) of the Copyright Act says that the suits for infringement of copyright shall be instituted in the District Court, as early as 1964 itself, the Division Bench of this Court in the case of ***Daily Calender Supplying Bureau vs. The United concern*** reported in **AIR 1967 Mad 381** has held that sofar as the suit under the Copyright Act under Section 62, High Court has jurisdiction. The Jurisdiction Court is the High Court insofar the city of madras is concerned. This has been followed subsequently in the case of ***GlaxoOperations U.K. Ltd. & Glaxo Laboratories India Ltd. Vs. Rama Bhaktha Hanuman Candle & Camphor Works*** reported in **1981 SCC online Mad 253 1981 SCC online madras 253**. Therefore, this chartered High Court exercising the original



side jurisdiction has got jurisdiction to try the suit regarding infringement of copy right. This issue is answered in favour of the plaintiff.

12. **Issue No.2:** Whether the plaintiff has valued the suit properly and paid the requisite Court fee?

12.1 The subject matter is regarding infringement of copyright of the films mentioned in the schedule of the agreement. According to the plaintiff, as per Ex.P1/agreement, the plaintiff has got the copyright of the said films. Once the 1st defendant had assigned all the copyrights in respect of all the schedule mentioned movies in favour of the plaintiff, they don't have any right to infringe the copyright of the said movies. The plaintiff has pleaded that the defendants have infringed the copyright and therefore, the present suit is filed.

12.2 According to the learned counsel for the 1st defendant, the suit should have been valued under Section 25(c) of the Tamil Nadu Court Fees and Suits Valuation Act, but, the plaintiff has valued the suit wrongly and



proper Court fee has not been paid.

12.3 The plaintiff has filed the present suit for declaration of copyright ownership and permanent injunction against infringement. According to the plaintiff, they have valued the suit under Section 25(d) and Section 27(c) of the Tamil Nadu Court Fees and Suits Valuation Act, and paid the correct Court fees. Section 25 of the Tamil Nadu Court Fees and Suit Valuation Act, 1956, states that in a suit for a declaratory decree or order, whether with or without consequential relief, not falling under Section 26, the Court fee payable shall be as prescribed therein. Furthermore, Section 27 of the Tamil Nadu Court Fees and Suit Valuation Act, deals with the Court fee payable in a suit for injunction.

12.4 The learned counsel for the plaintiff submitted that even at the relevant point of time, the valuation under Section 25(c) was only Rs.1,000/-, whereas, the fixed valuation under Section 25(d) and Section 27(c) of the Act, was Rs.2,000/- and the plaintiff paid Rs.150/- towards



Court fee under Section 25(d) for declaratory decree and Rs.150/- under Section 27(c) for the relief of permanent injunction.

Sub Clause (d) of Section 25 states that:

In other cases, whether the subject-matter of the suit is capable of valuation or not, fee shall be computed on the amount at which the relief sought is valued in the plaint or on rupees one thousand whichever is higher.

Sub Clause (c) of Section 27 states that:

In any other case, whether the subject-matter of the suit has a market value or not, fee shall be computed on the amount at which the relief sought is valued in the plaint or on rupees four hundred whichever is higher.

12.5 Admittedly, at the relevant point of time, the fixed valuation under Section 25(c) of the Act was only Rs.1000/- whereas, the plaintiff has valued the suit for Rs.2000/- and paid Rs.150/- for each relief.



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12.6 On a reading of Section 25 (d) of Tamil Nadu Court Fees and Suits Valuation Act, the subject matter not covered under 25 (a) to (c) of the Act which means the subject matter covered under Section 25(d) of the Act.

12.7 In this case, a reading of the plaint, Exs.P1 to P3 and Section 25(d) of the Act, this Court finds that the plaintiff has properly valued the suit and also paid correct fees. This issue is answered accordingly.

13. **Issue No.3:** Whether the agreement dated 02.12.2000 between the 1st defendant and the plaintiff is valid?

13.1 According to the learned counsel for the plaintiff, the defendant has never denied the said agreement dated 02.12.2000 in the original written statement filed by the 1st defendant. Even on the side of the 1st defendant, only one witness was examined, who is none other than the grandson of the original 1st defendant and the son of newly added 1st



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defendant, who is also Power of Attorney of the 1st defendant. During cross examination, he has clearly admitted the agreement/Ex.P1 dated 02.12.2000 executed by his grandmother in favour of the plaintiff and also knowledge of the agreement/Ex.P1.

13.2 Admittedly, the xerox copy of the agreement dated 18.03.1980 showing the rights of the 1st defendant is marked as Ex.D2 which clearly shows that the 1st defendant has got rights in the subject matter of films. Ex.P1 shows that the 1st defendant has assigned all the copyrights in the schedule mentioned films in favour of the plaintiff and the same was admitted by D.W.1 during cross examination to question No.15 and except the one word answer "No, we have assigned only VCD and DVD rights", no other objection was raised regarding Ex.P1/agreement. D.W.1 himself has not denied Ex.P.1/agreement and the rights of the 1st defendant and also the rights of assignment to the plaintiff.

13.3 It is settled proposition of law that the plaintiff has to plead and



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prove their case. In this case, the plaintiff has pleaded that he has got the assignment rights regarding copyrights, vide Ex.P1/agreement. The 1st defendant had not denied the same and D.W.1 has also admitted the same during cross examination. It is settled proposition of law that the admitted facts need not be proved. Therefore, the plaintiff has proved the agreement, which has been marked as Ex.P1. D.W.1 also admitted the same. Therefore, this issue is answered in favour of the plaintiff.

14. **Issue No.4:** Whether the plaintiff is entitled to the declaratory and injunctive relief prayed for in the suit?

Once this Court found that the agreement dated 02.12.2000 between the 1st defendant and the plaintiff, is not denied by the defendant and the other three issues were answered in favour of the plaintiff and when the plaintiff pleaded that the defendants infringed their rights and that the plaintiff was protected with interim orders, under these circumstances, the plaintiff is entitled to the relief of declaration and also injunction as sought



for in the plaint. This issue is answered in favour of the plaintiff.

15. **Issue No.5:** Whether the parties are entitled to any other relief?

15.1 As stated above, Ex.P1 is the agreement entered into between the plaintiff and the 1st defendant whereby, the 1st defendant has assigned the copyrights of nine schedule mentioned films. Ex.P2 is the letter dated 16.12.2023 issued by the 2nd defendant/laboratory to the plaintiff confirming the grant of right by the 1st defendant to plaintiff with respect to the film "Parakkum Paavai". Ex.P3 is the letter dated 02.12.2000 issued by the 1st defendant to the 3rd defendant/Laboratory for delivery of negatives of the 8 other suit mentioned films to the plaintiff. Ex.D2 is the xerox copy of the agreement dated 18.03.1980 showing the rights of the 1st defendant.

15.2 A combined reading of the plaint, written statement, Ex.D2 and also Ex.P.1 to Ex.P.3, this Court finds that the 1st defendant has got right through Ex.D2 and thereafter, the 1st defendant has assigned the right to the



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plaintiff through Ex.P.1. Ex.P.2 and Ex.P3 also confirm the same.

15.3 Since the issue Nos.1 to 4 have been answered in favour of the plaintiff, this Court finds that the plaintiff has established their case by means of pleadings and oral and documentary evidence and therefore, the plaintiff is entitled to the relief of copyright declaratory as well as injunction against the defendants.

15.4 Therefore, this Court finds that the plaintiff is entitled to the relief as sought for.

15.5 Accordingly, this suit is decreed as prayed for.

15.6 However, considering the facts and circumstances of the case, the respective parties are directed to bear their own costs.

18.06.2024
(1/2)



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Witness Examined on the side of the Plaintiff:

Mr.Ghanshyam Hemdev (P.W.1)

List of Exhibits marked on the side of the plaintiff:

S. No.	Exhibits	Description of Documents
1	P.1	Agreement between M/s.Sri Murugan Pictures and Sree Devi Video Corporation dated 02.2.2000 (Original is seen and returned, the learned counsel for the plaintiff undertakes to file the original before the Court)
2	P.2	Laboratory letter dated 16.12.2023 sent by the 2nd defendant to the plaintiff (Original is seen and returned, the learned counsel for the plaintiff undertakes to file the original before the Court).
3	P.3	Laboratory letter dated 02.12.2000 sent by the 1st defendant to the 3rd defendant requesting to lend the negative of the films mentioned thereunder to the plaintiff. (Original is seen and returned, the learned counsel for the plaintiff undertakes to file the original before the Court).

Witness Examined on the side of the defendant:

Mr.Rajesh (DW.1)



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List of Exhibits marked on the side of the defendant:

S.No.	Exhibits	Description of Documents
1	D1	Power of Attorney dated 03.01.2024
2	D2	Agreement dated 18.03.1980

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(2/2)

Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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