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C.S. No.180 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : **12.03.2024**

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.180 of 2020

M/s.Sun TV Network Ltd.,
rep. by its Authorised Signatory
M.Jyothi Basu

.. Plaintiff

Vs

I Vision Digital LLP.,
rep. by Joshi K.Philip

.. Defendant

Prayer: Civil Suit filed under Order IV Rule 1 of Original Side Rules read with Section 2(1)(C)XVII read with 1st Proviso of Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act 2015 (Act 4 of 2016) read with Section 55 & 62 of the Copyrights Act and Order VII Rule 1 of CPC prays for judgment and decree against the defendant:

a)For permanent injunction restraining the Defendant, their men, representatives, agents and anybody on behalf of the Defendant from in anyway exhibiting or exploiting the suit movie i.e. "Shylock" Malayalam movie starring Mammooty, Rajkiran, Meena, Kalabhavan Shajohn, Bibin George & others through Satellite Television Broadcast Direct to Home broadcast, direct satellite service, internet video streaming through all forms,



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IP, TV, broadband, telephone, telephony, cell phone radio (all dimensions) VCD, DVD, video on demand, movie on demand, Video, High definition (HD), laser disc, blue ray, u-matic, inflight, airborne, railborne, terrestrial television broadcast (all dimensions) through cable/via cable TV, local delivery system, MMDS, paper view, seaborne, all modes of public/ private transportation, public service broadcasting, private communication/ broadcast, wire, wireless, 2D & 3D formats/dimensions of the film or any other formats/dimensions which may be in existence now or invented in future or through any other forms, means and modes and any forms of communication like signs signals, writing pictures, images and sounds of all kinds of 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 for a perpetual period more particularly in the internet;

b) To pay damages of a sum of Rs.30,00,000/- to the plaintiff;

c) to pay costs.

For Plaintiff : Mr.G.Rajkumar,
Assisted by Ms.Hemalatha P.M.

For Defendant : Set Exparte



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JUDGMENT

This suit has been filed for infringement of copyright and for damages.

2.The plaintiff claims to be a leading media company in South India, running several Television Channels as well as Radio Channels. They are involved in the business of production and distribution of films. They claim to have earned high reputation in their field. During the course of the regular business, they have obtained exclusive copyright for the Malayalam film 'SHYLOCK' through an Assignment Agreement dated 01.08.2019 entered into with M/s.Goodwill Entertainment Private Limited, who was the producer of the said film. They have paid total consideration of Rs.5,00,00,000/- (Rupees Five Crores only) for getting the assignment of the copyright exclusively in their favour. The details of the payment made by the plaintiff to M/s.Goodwill Entertainment Private Limited, the producer of the feature film, are disclosed in the plaint. The plaintiff has entered into an Assignment Agreement dated 01.08.2019 as well as Supplementary Agreement dated 26.02.2020 with M/s.Goodwill Entertainment Private Limited based on which, they claim exclusive copyright for the subject



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Malayalam feature film 'SHYLOCK'. The producer, namely, M/s.Goodwill Entertainment Private Limited has issued a letter to the Lab on 29.07.2019 confirming that the copyright for the subject Malayalam feature film 'SHYLOCK' has been assigned absolutely in favour of the plaintiff. The lab has also confirmed on the same date i.e. 29.07.2019 through its letter to the plaintiff that the copyright for the subject feature film is vested with the plaintiff.

3.According to the plaintiff, they came to know that on 06.05.2020, at around 7.00 p.m., the defendant in its channel, named 'Idukkivision Entertainment HD' had telecasted the film 'SHYLOCK' without the permission of the plaintiff, thereby infringing the copyright of the plaintiff. Under the aforementioned circumstances, the plaintiff has filed the suit for infringement of copyright and also for damages of a sum of Rs.30,00,000/- (Rupees Thirty lakhs only) from the defendant on account of infringement of copyright committed by them.

4.The defendant was served with the suit summons. Despite the same, they have chosen not to enter appearance in this suit. They were set exparte



by this Court. Thereafter, exparte evidence was recorded by the plaintiff before the learned Additional Master III.

5.Before the learned Additional Master III, the plaintiff's Authorised Representative Jyothi Basu was examined as a witness (PW1) on their side. He has filed a proof affidavit before the learned Additional Master III reiterating the contents of the plaint. Through PW1, the following documents were marked as Exs.P1 to P7 on the side of the plaintiff:

Ex. P1 is the Board Resolution dated 14.11.2011.

Ex.P2 is the photocopy of the Assignment Agreement in favour of the plaintiff dated 01.08.2019.

Ex.P3 is the photocopy of the letter issued by the producer to the lab dated 29.07.2019.

Ex.P4 is the photocopy of the letter issued by the lab to the plaintiff dated 29.07.2019.

Ex.P5 is the photocopy of the Censor Certificate dated 14.01.2020.

Ex.P6 is the original Supplementary Agreement dated 26.02.2020.

Ex.P7 is the printout of the screen shot of the defendant telecasting the suit film with 65B Certificate.



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6.As seen from the aforementioned exhibits, marked on the side of the plaintiff, it is clear from Ex.P2, namely, Assignment Agreement dated 01.08.2019 that the plaintiff had agreed to get the copyright absolutely assigned in their favour in respect of the subject Malayalam feature film 'SHYLOCK' by paying a total consideration of Rs.5,00,00,000/- (Rupees Five Crores only). Ex.P6 is the Supplementary Agreement dated 26.02.2020 entered into between the plaintiff and M/s.Goodwill Entertainment Private Limited, the producer of the movie, which confirms that the plaintiff has paid the entire consideration of Rs.5,00,00,000/- (Rupees Five Crores only) for the assignment of the copyright in their favour to M/s.Goodwill Entertainment Private Limited. The plaintiff has filed Censor Certificate dated 14.01.2020 for the said feature film 'SHYLOCK', which has been marked as Ex.P5, which would prove that the producer of the film 'SHYLOCK' is Goodwill Entertainment Private Limited from whom the plaintiff has got the copyright assigned in their favour. The letter sent by M/s.Goodwil Entertainment Private Limited to the Lab dated 29.07.2019 has been marked as Ex.P3, which confirms that the producer of the feature film is M/s.Goodwil Entertainment Private Limited from whom the plaintiff has obtained exclusive copyright under the Assignment Agreement dated



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01.08.2019 (Ex.P2). The Lab has also confirmed to the plaintiff through their letter dated 29.07.2019, which has been marked as Ex.P4 that the plaintiff is having an exclusive copyright for the subject feature film 'SHYLOCK' pursuant to the Assignment Agreement dated 01.08.2019 entered into between the plaintiff and M/s.Goodwil Entertainment Private Limited, the producer of the feature film. The plaintiff has also filed the printout of the screen shot of the defendant from their TV Channel, which has been marked as Ex.P7, which confirms that on 06.05.2020, at around 7.00 p.m., the local television channel, named 'Idukkivision Entertainment HD' owned by the defendant had telecasted the film 'SHYLOCK' for which the plaintiff is having exclusive copyright, without the permission of the plaintiff. The defendant has already been set exparte in this suit and they have chosen not to defend the suit despite receipt of suit summons.

7.From the oral and documentary evidence placed on record, the plaintiff has proved that the defendant has committed copyright infringement by telecasting the film 'SHYLOCK' in their TV Channel on 06.05.2020 at around 07.00 p.m. without the permission of the plaintiff. Apart from seeking injunction, the plaintiff has also sought the relief of



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damages. They have claimed a sum of Rs.30,00,000/- (Rupees Thirty lakhs only) for the copyright infringement committed by the defendant. As seen from the oral and documentary evidence available on record, there is no evidence to prove that they have suffered loss to the extent of Rs.30,00,000/- (Rupees Thirty lakhs only) as claimed in the plaint. When the plaintiff has proved through oral and documentary evidence that the defendant has committed copyright infringement, they are entitled for some nominal damages though not to the extent of Rs.30,00,000/- (Rupees Thirty lakhs only) as claimed in the plaint.

8.This Court, after giving due consideration to the investment made by the plaintiff, namely, Rs.5,00,00,000/- (Rupees Five Crores only) for getting assignment in their favour, deems it fit to award a sum of Rs.5,00,000/- (Rupees Five lakhs only) as nominal damages in favour of the plaintiff, which is payable by the defendant.

9.For the foregoing reasons, this suit is decreed by granting the following reliefs in favour of the plaintiff against the defendant:



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a)A judgment and decree for permanent injunction permanent injunction restraining the Defendant, their men, representatives, agents and anybody on behalf of the Defendant from in anyway exhibiting or exploiting the suit movie i.e. "Shylock" Malayalam movie starring Mammooty, Rajkiran, Meena, Kalabhavan Shajohn, Bibin George & others through Satellite Television Broadcast Direct to Home broadcast, direct satellite service, internet video streaming through all forms, IP. TV. broadband, telephone, telephony, cell phone radio (all dimensions) VCD, DVD, video on demand, movie on demand, Video, High definition (HD), laser disc, blue ray, u-matic, inflight, airborne, railborne, terrestrial television broadcast (all dimensions) through cable/via cable TV, local delivery system, MMDS, paper view, seaborne, all modes of public/ private transportation, public service broadcasting, private communication/ broadcast, wire, wireless, 2D & 3D formats/dimensions of the film or any other formats/dimensions which may be in existence now or invented in future or through any other forms, means and modes and any forms of communication like signs signals, writing pictures, images and sounds of all kinds of 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



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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 for a perpetual period more particularly in the internet;

b)The defendant is directed to pay Rs.5,00,000/- (Rupees Five Lakhs only) as nominal damages to the plaintiff within a period of one month from the date of receipt of a copy of the judgment;

c)The defendant is directed to pay the costs of the suit to the plaintiff.

12.03.2024

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List of Witness examined on the side of the Plaintiff:-

(PW1) M.Jyothi Basu

List of Exhibits marked on the side of the Plaintiff:-

Ex. P1 is the Board Resolution dated 14.11.2011.

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ABDUL QUDDHOSE, J.

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