



C.S.No.330 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.07.2024

Coram:

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

C.S.No.330 of 2014

M/s.Sun TV Network Ltd.
Rep. By its Authorised Signatory
Mr.M.Jothi Basu,
Murasoli Maran Towers,
73, MRC Nagar Main Road
MRC Nagar, Chennai - 28

... Plaintiff

Vs.

1. M/s.Vijaya Productions
Represented by its Managing Partner
Mr.B.Venkatraman Reddy
Plot No.11, Old No.5, New Door No.12,
5th Cross Street, Brindavan Nagar,
Valasaravakkam, Chennai - 600 087

2. M/s.A & P Groups,
Represented by its Partner
No.3C/11, Ground Floor,
Hindi Prachar Sabha Street,
T.Nagar, Chennai - 600 017



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3. M/s.Global Infotainment Pvt. Ltd.

Represented by its Director

Row House No.15

R.S.C. II Road Near Versova Telephone Exchange,

Mhada, Andheri (W)

Mumbai - 400 053

... Defendants

Prayer: The plaint is filed under Order VI Rule 1 O.S. Rules read with Section 55 & 62 of the Copy Rights Act & VII Rule 1 of C.P.C., praying to pass judgment and decree against the defendants on the following terms:

a. Declaration that the plaintiff is the sole and exclusive copyright holder for broadcasting the tamil film "VEERAM" starring Ajith, Tamannah, Santhanam and others through Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video Streaming through all forms, [I.P.TV](#), Broadband, Telephone, Telephony, Cell Phone Radio (all dimensions), VCD, DVD, Video On Demand, Movie Demand, Video, High Definition (HD), Laser Disc, Blue Ray, U-Matic, Inflight, Airborne, Railborne, Terrestrial Television Broadcast



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(all dimensions), through Cable/via Cable TV, Local Delivery System, MMDS, Pay Per 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, more particularly "Airborne Rights" for a perpetual period of 99 years;



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(b). To grant Permanent Injunction restraining the defendants, their men, representatives, agents and anybody on behalf of the defendants from in anyway exhibiting or exploiting the Tamil film "VEERAM" starring Ajith, Tamannah, Santhanam and others through Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video Streaming through all forms. [I.P.TV](#), Broadband, Telephone, Telephony, Cell Phone Radio (all dimensions), VCD, DVD, Video On Demand, Movie Demand, Video, High Definition (HD), Laser Disc, Blue Ray, U-Matic, Inflight, Airborne, Railbone, Terrestrial Television Broadcast (all dimensions), through Cable/via Cable TV, Local Delivery System, MMDS, Pay Per 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



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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, or in anyway dealing with the said picture throughout the world or at any part of the world more particularly "Airborne Rights" for a period of 99 years; and

c. to pay cost

For Plaintiff : Mr.M.Narendran
for M/s.King of Patridge

Defendants : Set ex-parte on 08.11.2023



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JUDGMENT

This suit has been filed by the plaintiff for declaration, permanent injunction and for costs of the suit.

2. The brief averments of the plaint is that the plaintiff is a leading Television Network in South India. Sun T.V. is one of its channels and is the No.1 channel in Tamil Nadu when it comes to viewership. Apart from this, the plaintiff runs other channels in Tamil viz., KTV, Sun Music, Sun News, Adithya TV, Chutti TV, which are all leading channels in their respective fields. The plaintiff is in business for several years and has received several competitive awards and enjoys high reputation amongst the viewers. The plaintiff company is also involved in the production and distribution of movies and in this field also, it has earned great reputation and emerged as one of the best.

2.2. Apart from their business of Satellite Television Network and production and distribution of movies, it is also airing FM radio station



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which is also rated as the best among its listeners. The plaintiff running and involving themselves in various business activities has never involved in any controversies and are carrying on their business sincerely, legally and without any adversity and blemishes. The plaintiff because of their commendable performance, have earned a very good reputation and respect among people of all walks of life and they are placed in a very high esteem in the midst of right thinking people of the society.

2.3. In the course of its business, it would also enter into assignment agreement to take assignment of copyright for the films for terrestrial television broadcast and Satellite television broadcast rights and other broadcasting rights including the exhibition of films by means of wireless diffusion and by wire for communication of the public.

2.4. The 1st defendant is the producer and exclusive copyright holder of cinematography film "VEERAM" starring Ajith, Tamannah, Santhanam and others. The 1st defendant by way of an agreement dated



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08.08.2013 assigned the exclusive copyright of the said film in favour of the plaintiff for a total consideration of Rs.13,00,00,000/- (Rupees Thirteen Crores only). As per the agreement, on the date of signing of the agreement the plaintiff have to pay a sum of Rs.3,25,00,000/-(Rupees Three Crores Twenty Five Lakhs Only), on the completion of 50% of the shooting, another sum of Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs Only), at the time of audio launch of the above said film, a sum of Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs Only) and one day prior to the date of General theatrical release and on receipt of "U" Censor Certificate along with duly confirmed lab letter, the remaining Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs Only) has to be paid. The above said amount is payable after deducting TDS.

2.5. As per the agreement, on 08.08.2013, the date of agreement, the plaintiff paid a sum of Rs.3,25,00,000/-, likewise the second installment was paid on 22.08.2013 and the third installment was paid on 24.12.2013.



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It is pertinent to state at this juncture that, as per the assignment agreement dated 08.08.2013, the tentative date of release of the said movie was 14.01.2014 and the plaintiff's telecast commencing date for entire world including India was 180 days from the date of general theatrical release. Subsequently, the plaintiff and the 1st defendant entered into a supplementary agreement dated 06.01.2014 wherein, the plaintiff's telecasting date was advanced from 09.07.2014 to 20.04.2014 and in this supplementary agreement, the title of the movie is also specifically mentioned as "VEERAM". On the said date of the supplementary agreement, the plaintiff paid the balance amount of Rs.3.25.00,000/- (Rupees Three Crores Twenty Five Lakhs Only). Hence as on 06.01.2014, the entire consideration of Rs. 13,00,00,000/- was paid by the plaintiff to the 1st defendant after deducting TDS.

2.6. As per the assignment agreement, the 1st defendant assigned the copyright of the film "VEERAM" for broadcasting the said film through



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Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video Streaming through all forms, [I.P.TV](#), Broadband, Telephone, Telephony. Cell Phone Radio (all dimensions), VCD, DVD, Video On Demand, Movie 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, Pay Per 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



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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. The above said assignment is for a perpetual period of 99 years. The 1st defendant had also by its letter dated 08.08.2013 to Gemini Industries & Imaging Pvt. Ltd. confirmed the assignment of the above said rights in favour of the plaintiff and also directed to it to deliver the censored version of the negatives of the picture together with sound negative for transfer to digital or any other format as and when the plaintiff seeks delivery of the same. M/s.Gemini Colour Laboratory also by its letter dated 08.08.2013 to the plaintiff, confirmed the assignment of copyright with respect to the said film "VEERAM" along with the above said rights in favour of the plaintiff. The censor "U" certificate for the said film was also handed over to the plaintiff by the 1st defendant.

2.7. While being so, the 2nd and 3rd defendants who have no rights



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of any kind with respect to the said movie "VEERAM", entered into agreement with themselves dated 08.02.2014 at Chennai wherein, the 2nd defendant had assigned the "AIRBORNE" rights for the said movie for all airlines for the area of entire world excluding India for a period of 2 years and 6 months from the date of agreement for consideration in favour of the 3rd defendant. The said agreement consists of a specific clause wherein the assignees agree to pay consideration amount as against perfect condition of Digital betacam cassettes, link declaration and agreement, paper of censor certificate and booklets.

2.8. As stated earlier, the 1st defendant had written to the lab stating that the entire copyrights along with all other rights including "AIRBORNE" rights are assigned to the plaintiff and the lab also agreed & accepted and delivered to the plaintiff the digital format and the Censor "U" certificate and the same has been handed over to the plaintiff by the 1st defendant. While being so, the 2nd and 3rd defendants, who have no



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rights with respect to the said film in any manner more particularly "AIRBORNE" rights have entered into an assignment agreement between themselves and thereby, creating AIRBORNE rights with respect to the said film in favour of the 3rd defendant.

2.9. The 1st defendant being the producer and absolute copyright holder of the said film "VEERAM", by agreement dated 08.08.2013, assigned the copyright in favour of the plaintiff along with all other rights in particular "AIRBORNE" rights for a consideration of Rs.13,00,00,000/- (Rupees Thirteen Crores). The entire consideration was paid by the plaintiff to the 1st defendant which sum was received and acknowledged by the 1st defendant and the supplementary agreement dated 06.01.2014 is the proof for the same. The 2nd and 3rd defendants who have no right over the said movie, in particular "AIRBORNE" rights, in collusion, have entered into an agreement between themselves and malafidely created "AIRBORNE" rights with regard to the said film in favour of the 3rd



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defendant and thereby, the 3rd defendant is taking frantic efforts to telecast the movie in all airlines to which, the 3rd defendant has absolutely no rights. The threat of telecast of the said movie in all airlines by the 3rd defendant, is looming large and is continuing one and thereby, the plaintiff is constrained to approach this Court for a declaration that the plaintiff is the sole and absolute copyright holder for broadcasting the film "VEERAM" through Satellite television Broadcast etc. as stated above.

3. This suit is of the year 2014. Despite service of suit summons, since the defendants had not chosen to defend the suit by filing written statement even till 2023, the defendants were set ex-parte by this Court by order dated 08.11.2023.

4. In order to substantiate the claim of the plaintiff, on the side of the plaintiff, Mr.M.Jyothi Basu, the authorised signatory of the plaintiff company filed his proof affidavit for chief examination in which, he has reiterated the averments made in the plaint and he was examined as P.W.1.



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On the side of the plaintiff, 14 documents were marked as Ex.P.1 to Ex.P14

in which, Ex.P.1 is the true copy Authorization letter dated 23.01.2013,

Ex.P.2 is the photocopy of Assignment Agreement dated 08.08.2013,

Ex.P.3 is the photocopy of lab confirmation letter dated 08.8.2013, Ex.P.4

is the photocopy of the letter dated 19.08.2013, Ex.P.5 is the photocopy of

the Supplementary Agreement dated 06.01.2014, Ex.P.6 is the photocopy

of letter from the 1st defendant to the lab dated 08.08.2013, Ex.P.7 is the

photocopy of Cheque dated 12.08.2013, Ex.P.8 is the photocopy of Cheque

dated 22.08.2013, Ex.P.9 is the photocopy of letter dated 18.12.2013 from

the 1st defendant to release the 3rd installment, Ex.P.10 is the photocopy of

the cheque dated 24.12.2013 bearing No.032780, Ex.P.11 is the photocopy

of the censor certificated dated 27.12.2013, Ex.P.12 is the photocopy of the

cheque dated 08.01.2014 bearing No.032791, Ex.P.13 is the photocopy of

the letter from the 1st defendant dated 09.01.2014 and Ex.P.14 is the

photocopy of the agreement between the 2nd and 3rd defendants dated



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08.02.2014.

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5. Since the defendants remained ex-parte, the evidence of P.W.1 is unchallenged and documents marked on the side of the plaintiff are also unchallenged.

6. Though the learned counsel for the plaintiff submitted that in another case in C.S.No.119 of 2020, a third party claimed limited right within India but, the said suit was decreed in part and aggrieved over the same, the plaintiff herein has filed an appeal before the Division Bench of this Court, however, the plaintiff therein is not a party to the present suit. Therefore, with the available pleadings and oral and documentary evidence, this Court finds that, the said suit is nothing to do with the present suit.

7. On a perusal of the plaint averments, proof affidavit of P.W.1 and also the documentary evidence viz., Ex.P.1 to Ex.P.14, this Court finds that the plaintiff has proved its claim.



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8. Accordingly, this suit is decreed as prayed for with cost.

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Witness examined on the side of the plaintiffs;

Mr.M.Jyothi Basu - P.W.1

List of exhibits marked on the side of the plaintiffs:

S.No.	Exhibits	Description of documents
1	Ex.P.1	The true copy Authorization letter dated 23.01.2013
2	Ex.P.2	The photocopy of Assignment Agreement dated 08.08.2013 (Original verified and returned)
3	Ex.P.3	The photocopy of lab confirmation letter dated 08.08.2013 (Original verified and returned)
4	Ex.P.4	The photocopy of the letter dated 19.08.2013 (Original verified and returned)
5	Ex.P.5	The photocopy of the Supplementary Agreement dated 06.01.2014 (Original verified and returned).
6	Ex.P.6	The photocopy of letter from the 1st defendant to the lab dated 08.08.2013
7	Ex.P.7	The photocopy of Cheque dated 12.08.2013.



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S.No.	Exhibits	Description of documents
8	Ex.P.8	The photocopy of Cheque dated 22.08.2013
9	Ex.P.9	The photocopy of letter dated 18.12.2013 from the 1st defendant to release the 3rd instalment
10	Ex.P.10	The photocopy of the cheque dated 24.12.2013 bearing number 032780.
11	Ex.P.11	The photocopy of the censor certificated dated 27.12.2013
12	Ex.P.12	The photocopy of the cheque dated 08.01.2014 bearing number 032791.
13	Ex.P.13	The photocopy of the letter from the 1st defendant dated 09.01.2014
14	Ex.P.14	The photocopy of the agreement between the 2nd and 3rd defendants dated 08.02.2014.

List of witness examined on the side of the defendant - **Nil**

List of exhibits marked on the side of the defendant – **Nil**

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Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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