



C.S. No.569 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.06.2024

Coram:

THE HONOURABLE MR. JUSTICE P.VELMURUGAN

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

... Plaintiff

Vs.

- 1.M/s.Winner Bulls Films
Represented by its Partner
Mr.C.Viswanathan
Koral International
15, Nethaji Nagar, 6th Street
Uthakuli Road, Karumarampalayam,
Mannarai, Tiruppur-641 607
2. M/s.Inflight Productions Limited
1-10-76, Fair Fields, Begumpet,
Hyderabad - 500 016



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3. AP International

Represented by its Partner

Mr.Sanjay A.Wadhwa

Old No.80, New No.42, New Avadi Road

Kilpauk, Chennai - 600 010

... Defendants

Prayer: The plaint is filed under Order IV Rule 1 of Original Side Rules read with Sections 55 and 62 of the Copy Rights Act, 1957 and Order VII Rule 1 of Code of Civil Procedure, 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 "NERAM" starring Nivin Pauly, Nasria Nazim, Nassar, Simha & others through Satellite Television Broadcast, Direct to Home Broadcast, direct Satellite Service, Internet, Video streaming through all forms, I.P. TV, Broadband, Telephone, Telephony, Mobile Phone 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, Seaborne, all



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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 4 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 of 99 years.

(b) 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 "NERAM"



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starring Nivin Pauly, Nasria Nazim, Nassar, Simha & others thorough Satellite Television Broadcast, Direct to Home Broadcast, direct Satellite Service, Internet, Video streaming through all forms, I.P. TV, Broadband, Telephone, Telephony, Mobile Phone, 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, 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



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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 throughout the world for a period of 99 years at any part of the world.

c. to pay cost.

For Plaintiff	: Mr.Rahul Balaji
For 3 rd Defendant	: Mr.K.Harishankar
Defendants 1 and 2	: Set ex-parte on 29.08.2018

JUDGMENT

This suit is filed for declaration that the plaintiff is the sole and exclusive copyright holder for broadcasting the tamil film "NERAM" for a perpetual period of 99 years; permanent injunction restraining the defendants, their men, representatives, agents and anybody on behalf of the defendants from in any way exhibiting or exploiting the Tamil film



"NERAM" throughout the world for a period of 99 years at any part of the world and to pay costs.

2. The brief averments made in the plaint are that the plaintiff/M/s.Sun TV Network Ltd. is a leading Television Network in South India. Sun TV 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.

2.1. Apart from their business of satellite television network and production and distribution of movies, it is also airing FM radio station which is also rated as the best among its listeners. The plaintiff is running



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and involving themselves in various business activities and is 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.

2.2. 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.

2.3. The 1st defendant is the producer and exclusive copyright holder of the cinematography tamil film "NERAM" (for brevity "the suit film") starring Nivin Pauly, Nasria Nazim, Nassar, Simha & others. The 1st defendant by way of agreement dated 13.05.2013 assigned the copyright



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for the said film in favour of the plaintiff for a consideration of Rs.1,20,00,000/-. As per the agreement, on the date of signing the agreement, the plaintiff to pay a sum of Rs.30,00,000/- to M/s.Red Giant Movies, a sum of Rs.30,00,000/- to be paid to M/s.Red Giant movies within 2 weeks from the date of agreement, and the balance amount of Rs.60,00,000/- to be paid to M/s.Red Giant Movies as full and final settlement. one day prior to the date of general theatrical release and only on handing over to the plaintiff the duly confirmed lab letter along with censor certificate and on handing over the digital Intermediate Data files of the film. either on a hard disc/LTO (Linear Tape Open) back up device/DPX file/HD COPY with 5.1 Audio. The above said sum shall be paid after deducting TDS.

2.4. As per the agreement, the plaintiff paid a sum of Rs.27,00,000/- on 16.05.2013 by way of cheque bearing No:030455 and a sum of Rs.81,00,000/- on 21.05.2013 by way of cheque bearing No.030465. As



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per the assignment agreement dated 13.05.2013, the tentative date of release of the said movie was on 28.06.2013 and the plaintiff's telecast commencing date for entire world including India, was 100 days from the date of general theatrical release. The said assignment is for a perpetual period.

2.5. Subsequently, there was a supplementary agreement dated 16.05.2014 entered into between the plaintiff and the 1st defendant wherein, the 1st defendant had accepted and acknowledged the receipt of the entire consideration and explicitly spelt out the telecast commencing date of the suit film as 26.08.2013.

2.6. As per the assignment agreement, the 1st defendant assigned to the plaintiff the copyright of the film "NERAM" for broadcasting the said film 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,



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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. The above said assignment is for a perpetual



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period of 99 years.

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2.7. The 1st defendant had also by its letter dated 16.05.2013 to the plaintiff, confirmed the assignment and handed over the hard disc of the said film to the plaintiff. The 1st defendant had explicitly by another letter dated 17.05.2013, had requested the plaintiff not to telecast the said film in the plaintiff's channel Surya TV, Krian TV, Kohcu TV and any other Malayalam Channels since the 1st defendant had assigned the Malayalam version satellite rights to Manorama TV. The 1st defendant as stated above, had handed over the hard disk and also the censor certificate and by various letters confirmed the assignment of the copyright of the said movie in favour of the plaintiff.

2.8. While that being so, the said movie was exhibited in Qatar Airways and when enquired with Qatar airways, the plaintiff was informed by the 2nd defendant, by their letter dated 02.12.2013 that, they had obtained rights for the said movie and another movie from distribution



rights holder. Immediately, the plaintiff by its letter dated 05.12.2013 to the 1st defendant, sought for clarification with respect to the letter sent by the 2nd defendant. The 1st defendant by its letter dated 06.12.2013, had shifted the entire blame on Red Giant Movies which is neither the producers nor assignment right holders of the said movie.

2.9. The 1st defendant, by its earlier letter dated 06.12.2013 to the lab had categorically stated that the 2nd defendant was only given the distribution of the said film to be released theatrically. Distribution rights for theatrical release is entirely different from the rights given in favour of the plaintiff. The 2nd defendant knowing very well that it does not have any rights with respect to that movie, had purposely and willfully failed to mention as to from whom the alleged rights were obtained by them in their letter dated 02.12.2013. Hence, it is very clear that the 2nd defendant has no right over the said movie and the 3rd defendant has been assigned only distributorship for theatrical release.



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2.10. Without admitting but assuming that the 1st defendant had assigned to the 3rd defendant the overseas rights/airborne rights etc. as early as on 25.04.2013, then assigning the same to the plaintiff by an agreement dated 13.05.2013 is nothing but cheating for the purpose of making unlawful gains for which the plaintiff reserves its right to proceed in future for damages if need arises.

2.11. The 1st defendant by agreement dated 13.05.2013, had assigned the entire copyrights of the said movie including overseas rights, overseas inflight/air-borne rights for a consideration of Rs.1,20,00,000/- and the entire sale consideration was paid to the 1st defendant, which was also acknowledged by way of supplementary agreement dated 16.05.2013. Now, the 2nd defendant without any rights in the said movie, is screening the same in the airlines, which it claims to have obtained from the 3rd defendant. But the 1st defendant, at the time of entering into agreement with the plaintiff had represented that only distribution rights for theatrical



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release was granted to the 3rd defendant and produced a letter dated 15.05.2013.

2.12. In spite of notices having been sent to the defendants, the telecasting of the said movie in airlines is being continued by the 2nd defendant. The plaintiff's right of copyright is infringed by the defendants and unless they are restrained, the plaintiff will be put to irreparable loss and hardship.

2.13. The defendants, colluding with each other are taking frantic efforts to exploit the movie in all forms and telecasted the movie in all airlines to which they have absolutely no rights. The threat of exploit and telecast of the said movie by defendants is looming large and is a continuing one and 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 "NERAM" through all modes as stated above without restriction of geographical area and including all channels of



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Doordarshan, for a perpetual period of 99 years.

3. Despite service of summons and printing of names with complete address in the cause list, there was no representation for the defendants 1 and 2 and therefore, the defendants 1 and 2 were set ex-parte by this Court on 29.08.2018.

4. The 3rd defendant, by filing written statement, denied the allegations made in the plaint stating that the suit is not maintainable either in law or on facts and is liable to be dismissed in limine on the ground of "*Suppressio veri suggestio falsi*" and also on the ground of non-joinder of necessary parties. The plaintiff has deliberately suppressed the material facts and has sought for declaration of copyrights in the Tamil Cinematography film "NERAM", despite being aware of the prior assignment of copyrights executed in favour of the 3rd defendant by the 1st defendant. The plaintiff has approached this Court with unclean hands and has filed this suit with a mala-fide and speculative intent. This suit has



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been filed clandestinely and belatedly as no actions have been brought before this Court till the filing of this suit, despite parties corresponding in regard to the film titled "NERAM" in December 2013 and as such, the plaintiff's action is hit by latches. On these preliminary grounds itself, the suit ought to be dismissed in-limine. Owing to non-joinder of necessary parties, whose presence is essential and vital for passing of an effective decree, this suit cannot be entertained. Though the payments towards assignment of copyrights have all been allegedly made by the plaintiff in favour of M/s.Red Giant Movies, they have not chosen to implead them as parties to the suit and further, the 1st defendant has also confirmed in writing to the plaintiff that the entire transactions were all done at the behest and with the knowledge and involvement of the said M/s.Red Giant Movies. Therefore, the Red Giant Movies is a proper and necessary party to the suit and their non-joinder should result in dismissal of the suit in-limine.



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4.1. On 25.04.2013, the 3rd defendant entered into an Agreement of Sale with the producer of the Tamil cinematograph film "NERAM" and the 1st defendant herein, for assignment of various copyrights of the film, including inflight/air-borne copyrights and other exhibition and exploitation rights for the entire world excluding India, for a valuable consideration. As per the terms of the Agreement, the entire payment of Rs.16,00,000/- was to be made to the said M/s.Red Giant Movies and payment has also been made by the 3rd defendant, as reflected in their bank statement. The 1st payment was made on 27.04.2013 and subsequently, the balance payment was made after deducting TDS which has also been made to M/s.Red Giant Movies on 14.05.2013. As per the Agreement dated 25.04.2013, on and from the date of assignment in its favour, i.e., 25.04.2013 onwards, the 3rd defendant is entitled to all the copyrights assigned to it, including inflight/air-borne rights. The 3rd defendant has also dealt with the rights in favour of the 2nd defendant.



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4.2. As the owner of the copyrights, the 3rd defendant dealt with the said rights in favour of various third parties including the 2nd defendant. Thereafter, the 2nd defendant, through their airlines i.e. Qatar Airlines has been exploiting the inflight/airborne rights for the film "NERAM" from 01.09.2013 onwards. It is pertinent to note that the alleged assignment of various rights conferred on the plaintiff by the 1st defendant vide Agreement 13.05.2013 for the Tamil Cinematograph film "NERAM", was assigned subsequent to the Agreement entered into between 1st defendant and the 3rd defendant. The payment of consideration by the plaintiff to M/s.Red Giant Movies, is also subsequent. Further, a Supplementary Agreement dated 16.05.2013 has also been executed between 1st defendant and plaintiff. On the date of alleged assignment of rights in favour of the plaintiff, the 1st defendant did not have the inflight/air-borne rights, as they had already parted with the same in favour of the 3rd defendant on 25.04.2013 itself. The plaintiff was informed of the said fact of prior



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assignment of rights in favour of the 3rd defendant, by letter dated 06.12.2013, issued by the 1st defendant but the plaintiff chose to remain silent due to the fact that the alleged assignment of rights in favour of the plaintiff was later in point of time by Supplementary Agreement, dated 16.05.2013. Therefore, no rights can be claimed by the plaintiff.

4.3. The plaintiff would have no right whatsoever, as the agreement dated 13.05.2013 was executed after the rights were assigned by the 1st defendant to the 3rd defendant, vide prior agreement dated 25.04.2013. The 3rd defendant has valid title of various copyrights including "inflight/airborne" assigned to them for the film "NERAM" and has not in anyway infringed any alleged copyrights assigned to the plaintiff. This defendant is exploiting copyrights that have been purchased by them for a valuable consideration of Rs.16,00,000/- for the same. Further, the correspondence between the plaintiff and 1st defendant, especially the letter dated 06.12.2013 issued by the 1st defendant itself, makes it clear that the 1st



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defendant, Producer of the film "NERAM" has assigned the rights in question, namely "inflight/air-borne" rights and Overseas rights in favour of the 3rd defendant on 25.04.2013 itself. Upon receipt of the letter dated 06.12.2013 and a copy of which was also marked to the 3rd defendant, the plaintiff chose to remain silent until embarking upon this belated suit. The nature of correspondence and the conduct of the plaintiff would prove that its claims are made with ulterior motive and no equitable remedy can be granted in favour of the plaintiff. The suit is purely speculative. In light of the above facts, the claims made by the plaintiff ought not to be countenanced and the same deserve to be dismissed. Hence, the present suit filed by the plaintiff is liable to be dismissed.

5. Upon considering the pleadings, the following issues have been framed by this Court on 16.10.2019.

1. Whether the plaintiff is a copyright holder as per the agreement dated 13.05.2013?
2. Whether the plaintiff is a prior right holder ?



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3. Whether the suit is bad for non-joinder of the necessary party?

4. To what relief the parties are entitled?

6. In order to substantiate the case, on the side of the plaintiff, the plaintiff was examined as P.W.1 and 8 documents were marked as Ex.P.1 to Ex.P.8. On the side of the 3rd defendant, one witness was examined as D.W.1 and 6 documents were marked as Ex.D1 to Ex.D6.

7. The learned counsel for the plaintiff submitted that the 1st defendant is the producer and copyright holder of the Tamil film "NERAM". The 1st defendant, by way of agreement dated 13.05.2013 (Ex.P.13), assigned the exclusive copyright of said film in favour of the plaintiff. The rights assigned in favour of the plaintiff are detailed under Clauses 1 and 3 of the assignment agreement, dated 13.05.2013 (Ex.P3) which is evident that the plaintiff has been assigned an absolute and exclusive copyright in the suit film for broadcasting the same in various



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media including inflight and air-borne rights as well, without restriction of geographical area. The plaintiff has paid a consideration of Rs.1,20,00,000/- to one M/s. Red Giant Movies, as directed by the 1st defendant, for assignment of the copyright in respect of the suit film, as detailed under Clause 2 of the assignment agreement, dated 13.05.2013, as per which, Rs.30,00,000/- has to be paid on the date of signing the assignment agreement, Rs.30,00,000/- has to be paid within two weeks from the date of the assignment agreement and a sum of Rs.60,00,000/- has to be paid one day prior to release of the suit film. The plaintiff, by way of cheques, dated 16.05.2013 and 21.05.2013 had paid a sum of Rs.27,00,000/- and Rs.81,00,000/- respectively towards consideration for assignment of the copyright in the suit film after applicable deductions.

7.1. As per the assignment agreement, dated 13.05.2013, the plaintiff's right to telecast the suit film throughout the entire world including India, commences after 100 days from the date of general



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theatrical release of the suit film and the copyrights are assigned for perpetual period from the date of the assignment agreement. Subsequently, the 1st defendant and the plaintiff had entered into a Supplementary Agreement, dated 16.05.2013 (Ex.P4), whereby the 1st defendant had confirmed receipt of the entire consideration for assignment of the copyright of the suit film in favour of the plaintiff. The confirmation made by the 1st defendant is found in Clauses 3 and 4 of the Supplementary Agreement, dated 16.05.2013. The 1st defendant had also confirmed the delivery of the lab letter, duly confirmed by the lab to the plaintiff in Clause 4 of the Supplementary Agreement along with the receipt of the consideration amount. As per the Supplementary Agreement, dated 16.05.2013, the tentative date of release of the suit film was 17.05.2013, and the Plaintiff's rights to telecast the suit film throughout the entire world including India, was to commence after 100 days from the date on which the general theatrical release was made, which would be 26.08.2013.



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7.2. The learned counsel for the plaintiff further submitted that the 1st defendant had issued a letter dated 16.05.2013 (Ex.P5), whereby, it had confirmed the delivery of hard disc in respect of the suit film to the plaintiff. Thereafter, on 17.05.2013, the 1st defendant had issued a letter to the plaintiff (Ex.P6), requesting it not to telecast the suit film in any of its present and future Malayalam Television Channels, since the movie was made in Malayalam language simultaneously and the rights to telecast the same had been assigned to a third party. The above documents would prove that the exclusive copyrights in respect of the suit film including the air-borne rights, are with the plaintiff, and none other.

7.3. While the facts stood thus, the suit film was exhibited in Qatar Airways frequently, without any authorization given by the plaintiff for the same. Upon enquiry by the plaintiff with Qatar Airways, the 2nd defendant, who was the supplier of in-flight entertainment services for Qatar Airways, issued a letter dated 02.12.2013 (Ex.P7) to the plaintiff stating that they



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had obtained the air-borne license rights to telecast the suit film, along with another film. It is pertinent to state here that the said letter does not refer to an agreement dated 25.04.2013 alleged to have been entered into between the 1st and 3rd defendants on the strength of which the 3rd defendant alleged to have assigned the rights of the suit film to the 2nd defendant. Pursuant to the same, the plaintiff issued a letter dated 05.12.2013 to the 1st defendant, seeking a response regarding the exploitation of its air-borne rights by third parties. The 1st defendant, vide a reply dated 06.12.2013 (Ex.P8) stated for the first time that they had entered into an agreement dated 25.04.2013 with the 3rd defendant, and that no agreement pertaining to the suit film was entered into with the 2nd defendant.

7.4. The 1st defendant did not intimate the plaintiff regarding any agreement allegedly entered into with the 3rd defendant at any point of time. The assignment agreement and the supplementary agreement entered into between the plaintiff and 1st defendant, does not disclose anything



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about the alleged agreement between the 1st and 3rd defendants. The defendants have attempted to jointly mislead and cheat the plaintiff of their lawful rights. In fact, the assignment agreement at Clause 5 records that the 1st defendant has not and will not from the date of this agreement, assign rights to any other third party.

7.5. The learned counsel also submitted that the alleged agreement, dated 25.04.2013(Ex.D2) said to have been entered into between the 1st defendant and 3rd defendant is certainly a document which was cooked up to suit the case of the 3rd defendant in connivance with the 1st defendant. While the Agreement dated 25.04.2013 (Ex.D2) states explicitly at Schedule-A that the territories to which the rights are being assigned is "All rights for the entire world excluding India", the letter dated 05.12.2013 issued by the 1st defendant states in direct contravention that,

"...we have granted the overseas
Inflight/Airborne rights of our film Neram to M/s AP
International having office at Old. No.80, New No.42,



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New Avadi Road, Kilpauk, Chennai-600010, for the territory of Entire World on a sole, exclusive, irrevocable basis for a perpetual period as per our agreement dated 25th April 2013." [Emphasis Supplied]

7.6. It is absurd that while as per the Agreement dated 13.05.2013 (Ex.P3), the consideration for exploitation of the rights in the film in the entire world, was Rs.1,20,00,000/- and consideration for the same rights excluding rights to exploit in India alone is merely Rs.16,00,000/- as per the agreement dated 25.04.2013 (Ex.D2). This discrepancy itself shows that the Agreement dated 25.04.2013 has been cooked up to suit the case of the 3rd defendant. Though the 3rd defendant has marked its bank statement (Ex.D3) to show that certain payment had been made to one M/s. Red Giant Movies on 27.04.2013 and 14.05.2013 and there is nothing to connect the said payments with the alleged consideration agreed to have been paid under the Agreement dated 25.04.2013 (Ex.D2), whereas the



plaintiff has filed the agreement dated 13.05.2013 (Ex.P3) entered into between the plaintiff and the 1st defendant, under which the total consideration agreed was Rs.1,20,00,000/- and the receipt of the entire sale consideration was acknowledged by the 1st defendant under the Supplementary Agreement dated 16.05.2013 (Ex.P4). Apart from that, the alleged payment of Tax Deducted at Source (TDS) (Ex.D4) is said to have been made by the 3rd defendant in the Permanent Account Number (PAN) of the 1st defendant, however the payment has been allegedly made to M/s. Red Giant Movies. The alleged TDS was also only for a sum of Rs.60,000/- without any indication as to under what head the same has been made.

7.7 It is relevant to note that the 3rd defendant's witness in cross examination stated by seeing Ex.D4 that he is not sure as to what amount was paid and what payments had resulted in the TDS to Question Nos.36 & 37. Further, the 3rd defendant's witness admits that there are no



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documents on record to show that the payments shown in the purported bank statement (Ex.D2) are in relation to the TDS deduction in Form 16A (Ex.D3). As such, there is no proof of payment of the consideration claimed to have been paid by the 3rd defendant for assignment of their alleged rights. Even assuming without admitting that the consideration amount of Rs.16,00,000/- was paid by the 3rd defendant to M/s.Red Giant Movies as agreed, there should have been a deduction of Rs.1,60,000/- towards TDS (10% of the amount paid as prevailed during that period). Further, if the said sum of Rs.60,000/- as reflected in the TDS certificate (Ex.D3), was towards payments made to M/s.Red Giant in relation to the suit film's overseas rights, the sum that ought to have been reflected in the purported bank statement should have been Rs.5,40,000/- as the TDS at the relevant time was 10% of the gross amount payable. Therefore, it is crystal clear that the agreement dated 25.04.2013 (Ex.D2) was brought into existence only to non-suit the plaintiff and the same is sham and nominal.



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7.8 Further, D.W.1 during response to Q.No.55 during cross examination has stated that the original agreement (Ex.D2) is with the 3rd defendant. However, the 3rd defendant has only marked a photocopy of the said alleged agreement dated 25.04.2013 (Ex.D2), in spite of the agreement being available with them. No reason has been stated by the 3rd defendant anywhere in their pleadings for marking the photocopy, when the Original document was available with them. Further, the 3rd defendant has not filed a certificate under Sec. 65-B of the Indian Evidence Act, 1872, for marking Ex.Nos.3 and 4, which are purportedly a print of electronic records. Hence, they cannot be considered as evidence in the present case. The Qatar Airways Order Info, dated 08.07.2013 (Ex.D5) does not reveal that the rights of the suit film is being sold to the 2nd defendant. There is no proof to show that the alleged consideration under Ex.D5 had been actually paid.

7.9 The learned counsel submitted that even assuming without



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admitting that the said agreement dated 25.04.2013 is genuine, upon discovering the existence of the agreement, dated 13.05.2013, the 3rd defendant ought to have filed a suit against the plaintiff herein for alleged infringement of their copyright or at the very least, filed a counter-claim in the present Suit. The very lack of such action of the 3rd defendant herein clearly shows that their contentions are not genuine.

7.10 Further, even assuming without admitting that the said agreement dated 25.04.2013 is genuine, even according to the said agreement, the 2nd defendant can play the suit film only in flights which are bound to Chennai from other destinations or in-flights which are starting from Chennai Airport. In both the scenarios, the suit film cannot be played by the 2nd defendant, as the entire rights in respect of the suit film so far as India is concerned is admittedly with the plaintiff. D.W.1 admitted that the display of the suit film will be carried out in all the flights of Qatar Airway's originating from or having destination to southern India. D.W.1



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further admitted that when once the films are loaded on the flight, then the viewing cannot be restricted and airing the film over Indian Air Space of Territories are definitely infringing upon the plaintiff's right under the agreement, dated 13.05.2013 (Ex.P3) and the supplementary agreement, dated 16.05.2013 (Ex. P4).

7.11 The 2nd defendant has clearly violated the exclusive copyright of the plaintiff in the suit film. The 1st defendant, which was the producer, has expressly stated in their letter dated 06.12.2013 that they have not entered into any agreement with the 2nd defendant pertaining to the suit film. Therefore, the 2nd defendant has attempted to mislead the plaintiff through their letter dated 02.12.2013 by stating that they have obtained copyrights for the suit film. Though the 2nd defendant has stated so, no documents to substantiate the same have been produced in the above case. Further, the 1st and 2nd defendants have conveniently chosen to remain ex-parte.



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7.12 The learned counsel further submitted that the 3rd defendant has submitted Qatar Airways order Info, dated 08.07.2013 (Ex.D5), whereby they have granted an approval to the 2nd defendant to telecast the suit film in Qatar Airways. It is submitted that the 3rd defendant themselves do not have the rights to telecast the suit film and therefore, they cannot further delegate the rights that they do not hold. As per Clause 2 of the alleged agreement, dated 25.04.2013 (Ex.D2) entered into between the 1st and 3rd defendants, the 1st and 3rd defendants are to intimate the Registrar of Copyrights under the Copyrights Act, 1957 that the exclusive copyright holder for the suit film was the 3rd defendant. But, no details regarding the intimation has been filed in the above case. Further, as per Clause 3.2 of the alleged agreement dated 25.04.2013 (Ex.D2) entered into between the 1st and 3rd defendants, the 1st defendant had stated that they shall give an unencumbered and unconditional laboratory letter, thereby authorizing the laboratory to give the positive prints of the suit film to the purchaser. But



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no such lab letter had been produced by the 3rd defendant in the above case.

Further, the 3rd defendant was also under an obligation as per the above mentioned alleged agreement to obtain a confirmation from the lab whereby the lab would give a prior intimation to the 3rd defendant before granting copyrights to any other person, and would obtain a prior written consent of the 3rd defendant before assigning the same. But no proof of such intimation has been produced in the above case, which proves the non-existence of any lab letter. Therefore, it is uncertain as to how the defendants had obtained a copy of the suit film to be telecasted. In any event, even assuming without admitting that the 3rd defendant has obtained overseas rights as set out in its agreement with the 1st defendant, the said agreement does not grant any exclusive rights in respect of overseas rights to the 3rd defendant. The plaintiff is the exclusive copyright holder in respect of the suit film, and the defendants do not possess any rights over the suit film. The defendants have expressly violated the copyrights of the



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plaintiff, and therefore they are liable to be enjoined from infringing the copyrights of the plaintiff over the suit film. In support of his submissions, the learned counsel placed reliance on the judgment of this Court in the case of ***Sun TV Network Ltd. Vs. Parameswara Art Productions*** reported in ***2022 SCC Online Mad 2842***.

8. The learned counsel for the 3rd defendant submitted that the 3rd defendant entered into an agreement with the 1st defendant/Producer of the Suit Film on 25.04.2013. Under this agreement dated 25.04.2013, the 1st defendant assigned various copyrights including inflight/air-borne rights for the film "NERAM" in favour of the 3rd defendant for the territories of entire World excluding India. The 3rd defendant paid the consideration of Rs.16,00,000/- to M/s.Red Giant Movies as per the agreement, partly on 27.04.2013 and balance on 14.05.2013. Therefore, on 25.04.2013 itself when the agreement was signed, the 3rd defendant acquired valid copyrights over the inflight/air-borne copyrights of the suit film from the



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1st defendant/Producer.

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8.1. The learned counsel further submitted that the plaintiff entered into an agreement with the 1st defendant only later i.e. on 13.05.2013. Under this subsequent agreement dated 13.05.2013, the 1st defendant wrongly assigned similar inflight/air-borne rights to the plaintiff without having such rights as on that date, in view of the earlier assignment of the said rights in favour of the 3rd defendant on 25.04.2013 itself. The payments made by the plaintiff to M/s.Red Giant Movies was only on 16.05.2013 and 21.05.2013 i.e. much after the payments made by the 3rd defendant. Hence, the plaintiff's agreement is clearly subsequent to the 3rd defendant's agreement, both by date of execution and by date of payment. The 3rd defendant, in its capacity as valid copyright owner, further exploited the rights by licensing the in-flight rights to the 2nd defendant/ Qatar Airways, which has been screening the suit film since 01.09.2013. The plaintiff's claims over the inflight/air-borne rights are baseless, since



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its agreement dated 13.05.2013 with the 1st defendant is subsequent to the 3rd defendant's agreement dated 25.04.2013. The 1st defendant has acknowledged by their letter dated 06.12.2013 to the plaintiff that the inflight/air-borne rights were already assigned to the 3rd defendant on the prior date of 25.04.2013. Despite having knowledge of the 3rd defendant's prior rights through the 1st defendant's letter, the plaintiff did not immediately assert any claims over inflight/air-borne rights against the 3rd defendant and remained silent.

8.2. Further, the Plaintiff has not chosen to implead M/s. Red Giant Movies as a party, despite the 1st defendant informing that the entire copyrights of the film were dealt with only through M/s.Red Giant Movies. The plaintiff and 2nd defendant have admittedly made payments only through the said M/s.Red Giant Movies. Therefore, the only person who can confirm the assignments is the said M/s.Red Giant Movies and they



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have not been made as a party to the suit, thereby, rendering the suit liable to be dismissed for non-joinder of necessary parties.

8.3. The learned counsel further submitted that the plaintiff has filed the present suit belatedly in the year 2014 to claim inflight/air-borne rights, despite having no rights, which evidences its mala-fide intent. The 3rd defendant has rightly exploited the inflight/air-borne rights of the suit film by virtue of being the prior assignee from the 1st defendant/Producer since 25.04.2013 i.e. much before the plaintiff's agreement dated 13.05.2013. In the light of the clear timeline of events and facts establishing the 3rd defendant's prior rights, the plaintiff's suit has to be dismissed. In support of his submissions, the learned counsel also relied on a judgment of this Court in the case of *Messrs.Emgeeyar Pictures Pvt. Ltd. Vs. Messrs.O.K.Films* reported in **2009-5-L.W.164**.

9. Heard both sides and perused the materials available on record.

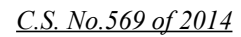
10. The specific case of the plaintiff is that the plaintiff/M/s.Sun TV



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Network Ltd. is a leading Television Network in South India. The plaintiff company is involved in the production and distribution of movies and also involved in airing FM radio station. 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.

11. The 1st defendant is the Producer and exclusive copyright holder of the cinematography Tamil film "NERAM". The 1st defendant by way of agreement dated 13.05.2013, had assigned the copyright for the said film in favour of the plaintiff for a consideration of Rs.1,20,00,000/-. The plaintiff paid the consideration of a sum of Rs.1,20,00,000/- to one M/s. Red Giant Movies, as directed by the 1st defendant and as detailed under Clause 2 of the assignment agreement, dated 13.05.2013, the plaintiff, by



12. As per the assignment agreement, dated 13.05.2013, the 1st

Subsequently, the 1st defendant and the plaintiff had entered into a

Supplementary Agreement, dated 16.05.2013, whereby, the 1st defendant

has confirmed receipt of the entire consideration for assignment of the

copyright of the suit film in favour of the plaintiff. The confirmation made

by the 1st defendant is found in Clause 3 and Clause 4 of the



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Supplementary Agreement, dated 16.05.2013. The 1st defendant had also confirmed the delivery of the lab letter duly confirmed by the lab to the plaintiff in Clause 4 of the Supplementary Agreement along with the receipt of the consideration amount. Even As per the Supplementary Agreement dated 16.05.2013, the tentative date of release of the suit film was on 17.05.2013, and the plaintiff's right to telecast the suit film throughout the entire world, including India, was to commence after 100 days from the date on which the general theatrical release was made i.e. on 26.08.2013.

13. The 1st defendant by letter dated 16.05.2013 had confirmed the delivery of hard disc in respect of the suit film to the plaintiff. Thereafter, on 17.05.2013, the 1st defendant had issued a letter to the plaintiff requesting it not to telecast the suit film in any of its present and future Malayalam Television Channels, since the said movie was made in



Malayalam language simultaneously and the rights to telecast the same had been assigned to a third party.

14. While so, the plaintiff came to know that the suit film was exhibited in Qatar Airways frequently, without any authorization given by the plaintiff for the same. Upon enquiry by the plaintiff with Qatar Airways, the 2nd defendant, who was the supplier of in-flight entertainment services for Qatar Airways, issued a letter dated 02.12.2013 (Ex.P7), to the plaintiff stating that they had obtained the air-borne license rights to telecast the suit film, along with another film. Hence, the present suit is filed by the plaintiff.

15. The specific case of the 3rd defendant is that the 3rd defendant entered into an agreement with the 1st defendant/Producer of the suit film on 25.04.2013, as per which, the 1st defendant assigned various copyrights including inflight/air-borne rights for the film "NERAM" in favour of the 3rd defendant for the territories of entire world excluding India and that the



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3rd defendant had paid the consideration of Rs.16,00,000/- to M/s.Red Giant Movies as per the agreement partly on 27.04.2013 and the balance consideration on 14.05.2013. Therefore, on the date of signing of the agreement i.e. on 25.04.2013 itself, the 3rd defendant acquired valid copyrights over the inflight/air-borne copyrights of the suit film from the 1st defendant/Producer of the said film. But the plaintiff's agreement dated 13.05.2013 with the 1st defendant is only subsequent to the agreement of the 3rd defendant. The 1st defendant has wrongly assigned similar inflight/air-borne rights to the plaintiff without having such rights as on that date. Even the payments made by the plaintiff to M/s.Red Giant Movies on 16.05.2013 and 21.05.2013 are also subsequent to the agreement and payments made by the 3rd defendant. The 3rd defendant, in their capacity as a valid copyright owner, further exploited the rights by licensing the inflight rights to the 2nd defendant and thereafter, the 2nd defendant, through their airlines-Qatar Airlines has been exploiting the



inflight/air-borne rights for the film "NERAM" from 01.09.2013 onwards.

Therefore, the plaintiff's claims over the inflight/air-borne rights for the suit film are baseless, since their agreement dated 13.05.2013 with the 1st defendant is subsequent to the 3rd defendant's agreement dated 25.04.2013. Further, the 1st defendant by its letter dated 06.12.2013 to the plaintiff has clearly stated that the inflight/air-borne rights were already assigned to the 3rd defendant on 25.04.2013 itself. Therefore, the 3rd defendant has rightly exploited the inflight/air-borne rights of the suit film by virtue of being the prior assignee by the 1st defendant/Producer. Since the 3rd defendant is the prior assignee, the suit filed by the plaintiff is not maintainable as against the 3rd defendant and the same is liable to be dismissed.

16. On a perusal of the pleadings and the entire materials available on record, the issues are answered as follows:

17. ISSUE NO.1 and 2: Since the issue Nos.1 and 2 are similar and related to each other, they are being dealt with together as follows;



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ISSUE No.1. Whether the plaintiff is a copyright holder as per the agreement dated 13.05.2013? and

ISSUE No.2: Whether the plaintiff is a prior right holder?

17.1 Admittedly, the 1st defendant is the Producer and copyright holder of the suit film "NERAM" which is evident from Ex.P2/Censor Certificate. Ex.P3/assignment agreement dated 13.05.2013 shows that the 1st defendant has assigned the exclusive copyright of suit film in favour of the plaintiff. The rights assigned in favour of the plaintiff are detailed under Clauses 1 and 3 of the said assignment agreement, in which it is clearly mentioned that the plaintiff has been assigned absolute and exclusive copyright in the suit film for broadcasting the film in various media including inflight and air-borne rights, without restriction of geographical area.

17.2 Further, as per Clause 2 of the assignment agreement and as directed by the 1st defendant, the plaintiff has also paid a sum of



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Rs.1,20,00,000/- to one M/s. Red Giant Movies by way of cheques dated 16.05.2013 and 21.05.2013 for a sum of Rs.27,00,000/- and Rs.81,00,000/- respectively, after applicable deductions, towards consideration for assignment of the copyright in the suit film in favour of the plaintiff.

17.3 Ex.P4/Supplementary Agreement dated 16.05.2013 shows that the 1st defendant and the plaintiff have subsequently entered into a supplementary agreement whereby, the 1st defendant has confirmed the receipt of entire consideration for assignment of copyright of the suit film in favour of the plaintiff and that the confirmation made by the 1st defendant is found in Clauses 3 and 4 of the Supplementary Agreement. Further, the 1st defendant has also confirmed the delivery of the lab letter, duly confirmed by the concerned lab with respect to the suit film to the plaintiff, in Clause 4 of the Supplementary Agreement, along with the receipt of the consideration amount. As per the Supplementary Agreement, dated 16.05.2013, the tentative date of release of the suit film was on



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17.05.2013, and the plaintiff's rights to telecast the suit film throughout the world including India, was to commence after 100 days from the date on which the general theatrical release was made i.e. on 26.08.2013.

17.4 Ex.P.5 is the letter issued by the 1st defendant to the plaintiff in which, the 1st defendant has confirmed the delivery of hard disc in respect of the suit film to the plaintiff.

17.5 Ex.P6 is the letter issued by the 1st defendant to the plaintiff whereby, the 1st defendant has requested the plaintiff not to telecast the suit film in any of their present and future Malayalam Television Channels stating that the said film was simultaneously made in Malayalam language and the rights to telecast the same had been assigned to a third party.

17.6 On the side of the defendants, 6 documents have been marked, in which Ex.D2 is the sale agreement dated 25.04.2013 entered into between the 1st defendant and the 3rd defendant whereby, the 1st defendant has assigned various copyrights including inflight/air-borne rights for the



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suit film in favour of the 3rd defendant for the territories of the entire world, but excluding India. Subsequently, the 3rd defendant, in their capacity as a valid copyright owner, had exploited the rights by licensing the inflight rights to the 2nd defendant and the 2nd defendant in turn, through their airlines-Qatar Airlines had been exploiting the inflight/air-borne rights for the suit film from 01.09.2013 onwards. The 3rd defendant has also paid the consideration of Rs.16,00,000/- to M/s.Red Giant Movies as per the agreement, partly on 27.04.2013 and the balance on 14.05.2013. Therefore, as on 25.04.2013, i.e. on the date of signing of the agreement itself, the 3rd defendant had acquired the valid inflight/air-borne copyrights of the suit film from the 1st defendant/Producer. Further, the 3rd defendant has marked the original bank statement for the period between April and May 2013 as Ex.D3 and the original payment of TDS in Form No.16A dated 31.07.2013, had been marked as Ex.D4, which shows that the payments dated 16.05.2013 and 21.05.2013 alleged to have been made by the



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plaintiff to M/s.Red Giant Movies, are much later to the payments made by the 3rd defendant.

17.7 Even in the letter/Ex.P7 dated 02.12.2013, sent by the 2nd defendant to the plaintiff, the 2nd defendant, who was the supplier of in-flight entertainment services for Qatar Airways, has stated that they obtained the air-borne license rights to telecast the suit film along with another film, from the distribution right holders. Further, the 1st defendant vide their letter dated 06.12.2013/Ex.P.8 sent to the plaintiff, has admitted that they have made agreement dated 25.04.2013 with the 3rd defendant regarding overseas rights, overseas inflight/air-borne rights, etc. and the deal was done through Red Giant Movies, which is prior to the assignment of the plaintiff.

17.8 On a perusal of the documentary evidence, viz., Ex.P.3 to Ex.P6, this Court finds that the exclusive copyrights in respect of the suit



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film including the air-borne rights are with the plaintiff and that the plaintiff is a copyright holder as per the agreement dated 13.05.2013.

17.9 However, on a perusal of Ex.D2 to Ex.D5 and Ex.P8, this Court finds that the 1st defendant had already assigned various copyrights including inflight/air-borne rights for the suit film "NERAM" in favour of the 3rd defendant, much prior to the assignment agreement executed in favour of the plaintiff. Therefore, this Court finds that the 3rd defendant is the prior right holder of the suit film. Once the agreement executed in favour of the 3rd defendant is prior one, the 3rd defendant has got every right to telecast the movie.

17.10 As stated above, admittedly, the plaintiff is a copyright holder as per the agreement dated 13.05.2013. However, since the 3rd defendant is the prior right holder, the copyrights of the plaintiff is only limited. The issue Nos.1 and 2 are answered accordingly.



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18. ISSUE No.3: Whether the suit is bad for non-joinder of the necessary party?

18.1 According to the plaintiff, as per the directions of the 1st defendant and as per the assignment agreement dated 13.05.2013, they paid the entire consideration to M/s.Red Giant Movies, towards assignment of copyrights in favour of the plaintiff. Further, the 1st defendant has confirmed in writing to the plaintiff, vide letter dated 06.12.2013/Ex.P8 that they have made agreement dated 25.04.2013 with the 3rd defendant regarding overseas rights, overseas inflight/air-borne rights, etc. and the entire transactions were done at the behest and with the knowledge and involvement of the said M/s.Red Giant Movies. However, the plaintiff has not chosen to implead the said M/s.Red Giant Movies as party to the suit.

18.2 The defendants 1 and 2 remained ex-parte. The 3rd defendant alone is contesting the present suit. The main plea of the 3rd defendant is



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that even prior to the agreement of the plaintiff, the 3rd defendant had entered into a sale agreement with the 1st defendant/Producer of the suit film on 25.04.2013 itself, whereby, the 1st defendant assigned various copyrights including inflight/airborne rights for the suit film in favour of the 3rd defendant for the territories of entire world, but excluding India and that the 3rd defendant paid the consideration of Rs.16,00,000/- to M/s.Red Giant Movies as per the agreement, partly on 27.04.2013 and the balance on 14.05.2013. Further, the 3rd defendant has also marked their original bank statement for the period of April to May 2013 as Ex.D3 and the original payment of TDS in Form No.16A dated 31.07.2013 as Ex.D4. Though the plaintiff denied the same stating that the said payment is not related to the suit film, M/s.Red Giant Movies is the best person to say the same.

18.3 When the 3rd defendant takes the stand that the 1st defendant has wrongly assigned similar inflight/air-borne rights to the plaintiff without



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having such rights as on that date, it is for the plaintiff to prove its case.

Even after the 3rd defendant had taken the stand that the Red Giant Movies is a proper and necessary party to the suit and their non-joinder will result in dismissal of the suit in-limine, the plaintiff has not impleaded them as a party to the suit. Therefore, the present suit is bad for non-joinder of necessary party. This issue is answered accordingly.

19. ISSUE No.4: To what relief the parties are entitled?

19.1 As already held, the plaintiff has got only limited right.

According to the plaintiff, the 1st defendant did not intimate the plaintiff about the agreement entered into with the 3rd defendant. In such circumstances, the plaintiff can work out their remedy with the 1st defendant.

19.2 Though the plaintiff states that the amount said to have been paid by the 3rd defendant is not related to the suit, as already held, the plaintiff had not chosen to implead M/s.Red Giant Movies as a party to the



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present suit till the disposal of the suit to prove their case, despite the 3rd defendant had taken the stand that M/s.Red Giant Movies is a proper and necessary party to the suit and the entire consideration towards assignment of copyrights of the suit film was paid to M/s.Red Giant Movies.

19.3 Once the plaintiff claims that the rights obtained by them was violated by the 3rd defendant, it is the duty of the plaintiff to prove their case in the manner known to law and they cannot take advantage of the loop holes left by the defendants.

19.4 In this case, as held above, the 3rd defendant has proved its case that they are the prior right holder of the suit film. But the plaintiff has failed to establish that they are the prior right holder. Therefore, the parties are not entitled to any other relief. This issue is answered accordingly.

19.5 There is no quarrel with the above said judgment of this Court referred to by the learned counsel for the plaintiff, however, the facts and



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circumstances of the said case are distinguishable from the present case on hand and therefore, the same is not applicable to the present case.

19.6 Under these circumstances, this suit is liable to be dismissed.

Accordingly, this suit is dismissed. The respective parties are directed to bear their own costs.

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(1/2)

Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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Witnesses Examined on the side of the Plaintiff:

Mr.M.Jyothi Basu (P.W.1)

List of Exhibits marked on the side of the plaintiff:

S. No.	Exhibits	Description of Documents
1	P.1	The Original of the Authorization letter dated 14.11.2011
2	P.2	Photocopy of the Censor Certificate dated 12.04.2013
3	P.3	Photocopy of the Assignment Agreement in favour of the plaintiff dated 13.05.2013 (Original seen and returned) (The learned counsel for the 3 rd defendant objected on the ground that the signature of the 2 nd attesting witness is not there in the photocopy filed before this Court by the plaintiff and on the copy served upon the 3 rd defendant)
4	P.4	Photocopy of the Supplementary Agreement dated 16.05.2013 (Original seen and returned)
5	P.5	Photocopy of the letter dated 16.05.2013 issued by the 1 st defendant to the plaintiff
6	P.6	Photocopy of the letter dated 17.05.2013 issued by the 1 st defendant to the plaintiff
7	P.7	Photocopy of the letter dated 02.12.2013 issued by the 2 nd defendant to the plaintiff
8	P.8	Photocopy of the letter dated 06.12.2013 issued by the 1 st defendant to the plaintiff



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Witnesses Examined on the side of the defendant:

Mr.G.Senthil Kumar (D.W.1)

List of Exhibits marked on the side of the defendant:

S.No.	Exhibits	Description of Documents
1	D1	Authorisation letter of the 3 rd defendant
2	D2	Photocopy of the sale agreement between 1 st defendant and 3 rd defendant dated 25.04.2013 (Subject to objection raised by plaintiff side) (D3 side having original of Ex.D2 but refused to file in this Court)
3	D3	The original of the bank statement of 3 rd defendant for the period of April to May 2013
4	D4	Original payment of TDS Form No.16A dated 31.07.2013
5	D5	The photocopy of the Qatar Airways order Info dated 08.07.2013 (Subject to objection raised by plaintiff)
6	D6	The original letter from the 1 st defendant to the plaintiff dated 05.12.2013

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(2/2)

Index : Yes / No

Speaking Order : Yes / No

Neutral Case Citation : Yes/No

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