



C.S.Nos.350 of 2017 &
Tr.C.S.No.467 of 2019

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved On	02.4.2024
Pronounced On	30.07.2024

CORAM

THE HON'BLE MR. JUSTICE P.VELMURUGAN

C.S.No.350 of 2017 (A) and Tr.C.S.No.467 of 2019
and O.A.No.472 of 2017

C.S.No.350 of 2017 (A)

1. Avni Cinemax Private Ltd,
Rep by its authorised Signatory,
Mr.R.Badri Narayanan,
Flat No.4, Komalvillah,
No.48, Second Main Road,
Raja Annamalaipuram,
Chennai 600 028.

2. Sundar.C.

...Plaintiffs

Vs.

N.Velmurugan

...Defendant

Tr.C.S.No.467 of 2019

N.Velmurugan

...Plaintiff

Vs.



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1. Sundar.C.

2. Sun TV Network Ltd.,
Rep by its Managing Director,
Murasoli Maran Towers,
73, MRC Nagar Main Road,
MRC Nagar, Chennai – 600 028.

...Defendants

C.S.No.350 of 2017 : PRAYER: Plaintiff filed under Order VII Rule 1 of Civil Procedure Code read with Order IV Rule 1 of the Original Side Rules praying for judgment and decree against the defendant, as follows:

(a) Directing the defendant to pay a sum of Rs.50,00,000/- (Rupees Fifty Lakhs only) towards compensation for spoiling the name, image and reputation of the plaintiffs.

(b) For a permanent injunction restraining the defendant, his men, servants, legal representatives and assigns from in any way tarnishing the image of the plaintiffs by diffusion of false, malicious and mischievous information about the plaintiffs through media such as whatsapp, Twitter, Face Book, You Tube, Print Media etc., and

(c) For costs of the suit



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Tr.C.S.No.467 of 2019 : PRAYER: Complaint filed under Order VII Rule 1 of the Civil Procedure Code 1908 read with Section 62 of the Copyright Act 1957, praying for judgment and decree against the defendants, as follows:

(a) Declaration that the first defendant has infringed the copyright of the plaintiff by unlawfully using the underlying original literary work of the story of the serial title “Nandini” and consequential injunction restraining the first defendant, his men, servants, agents and any persons claiming under him from further infringing the copyright of the plaintiff by utilization, mutilation, modification or other act in relation to the original literary work including but no limited to the story authored by the plaintiff for use in the tele serial title “Nandini” or in any other manner whatsoever,

(b) permanent injunction restraining the second defendant, their men, servants, agents and any persons claiming under them, from



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telecasting or utilizing in any manner whatsoever, the original literary work authored by the plaintiff by incorporation of the whole or any part thereof in the teleserial titled “Nandini”.

(c) Pass an order for the costs of the suit to be paid to the plaintiff.

For Plaintiffs in CS.No.350 of 2017
& Defendant-1 in Tr.C.S.467 of 2019 : Mr.G.R.M.Palaniappan

For Defendant in CS.No.350 of 2017
& Plaintiff in Tr.C.S.No.467 of 2019 : Ms.Anitha Dominic

Defendant-2 in Tr.C.S.467 of 2019 : set ex parte

COMMON JUDGMENT

C.S.No.350 of 2017 has been filed by the plaintiffs seeking for a direction to direct the defendant to pay a sum of Rs.50 Lakhs towards compensation for spoiling the name, image and reputation of the plaintiffs and for a permanent injunction restraining the defendant, his men, servants, legal representatives and assigns from in any way tarnishing the image of the plaintiffs by diffusion of false, malicious and mischievous information about the plaintiffs through media such as



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whatsapp, twitter, facebook, youtube, print media etc., and also for costs.

2. Tr.C.S.No.467 of 2019 has been filed by the plaintiff seeking for a declaration that the first defendant infringed the copyright of the plaintiff by unlawfully using the underlying original literary work of the story of the serial titled “Nandini”, and for consequential injunction restraining the first defendant, his men, servants, agents and any persons claiming under him from further infringing the copyright of the plaintiff by utilization, mutilation, modification or other act in relation to the original literary work including but no limited to the story authored by the plaintiff for use in the teleserial titled “Nandini” or in any other manner whatsoever, for permanent injunction restraining the second defendant, their men, servants, agents and any persons claiming under them from telecasting or utilizing in any manner whatsoever the original literary work authored by the plaintiff by incorporation of the whole or any part thereof in the teleserial titled “Nandini” and for costs.



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3. O.S.No.166 of 2017 was originally filed on the file of the Principal District Court at Tiruvallur and subsequently transferred to the file of this Court for trial along with C.S.No.350 of 2017 as per order dated 22.11.2018 made in Application Nos.7145 & 7146 of 2018 and renumbered as Tr.C.S.No.467 of 2019.

C.S.No.350 of 2017

4. The averments made in the plaint are as follows :

(i) The first plaintiff is engaged in production of films and the second plaintiff is a film director and the managing director of the first plaintiff company. The second plaintiff is a well known film director in southern film industry. The defendant approached the second plaintiff and requested to support him by absorbing him in all his productions and hence, the second plaintiff afforded him an opportunity to take part in a few small pre-production works in his movies. As an offshoot of the massive success of his movies and also the horror teleserial captioned 'Nandini' attracting huge and coverable TRP ratings, the second plaintiff became most famous in the south Indian films. The second plaintiff, after



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writing the main story of the aforesaid teleserial 'Nandini', he appointed one Mr.Venkataraghavan as a screenplay writer for the said teleserial.

(ii) The second plaintiff decided to take the defendant as a technician in the proposed teleserial and the first plaintiff entered into an agreement with the defendant on 07.9.2016 specifically stating that the first plaintiff engaged the defendant as a technician to perform as a screenplay consultant for the proposed teleserial tentatively titled 'DEVASENA'. Later, the same has been titled as 'Nandini' in Tamil and other languages and the defendant, as a technician, should perform his services as the screenplay consultant as per professional standards and to the satisfaction of the first plaintiff.

(iii) It has been specifically mentioned in the agreement that the story has been written by the second plaintiff and the first plaintiff owns all the rights. While performing the work as the screenplay consultant, the first plaintiff used to receive a lot of complaints about the defendant from the said Mr.Venkataraghavan, screenplay writer, who also insisted that there was no useful creative contribution from the defendant.



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Consequently, the first plaintiff decided to terminate the services of the defendant. At that time, the defendant requested the plaintiffs not to terminate him and rather agreed to perform as a coordinator in the shooting sets. The plaintiffs agreed to the said request of the defendant and let him to do the same.

(iv) But the first plaintiff received many complaints about the defendant's improper behaviour from all the departments of film production. Considering the defendant's family situation, the first plaintiff re-assigned computer graphics coordinator-ship to the defendant and allowed him to work. The first plaintiff is the sole and exclusive owner of story and copyright. The second plaintiff, who is the managing director of the first plaintiff company, is the author of the story in respect of teleserial by name 'Nandini', which has been telecasted through the Sun TV Networks and as such, apart from the plaintiffs, no one else has got any right whatsoever over the same.

(v) The second plaintiff was shocked to hear from his friends and well wishers that the defendant started spreading news as though he was



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the author of the teleserial 'Nandini' and that the plaintiffs had taken credit of his work. The plaintiffs denied the said news spread by the defendant that he was the author of the said teleserial 'Nandini'. The second plaintiff had also issued a legal notice dated 25.3.2017 to the defendant in this regard and also directed the defendant to stop forthwith from spreading any malicious information against him through any media. The plaintiffs also claimed a sum of Rs.50 lakhs from the defendant towards damages for the loss of reputation and mental harassment caused by the defendant by his nefarious action of spreading malicious information. The second plaintiff had caused a legal notice to the defendant and the defendant issued a reply notice stating as if the defendant was the author of the story of the teleserial 'Nandini'. Hence the suit.

Written statement in C.S.No.350 of 2017 :

5. The defendant filed a written statement wherein it has been stated as follows :

(i) The above suit is not maintainable either on facts or in law. The



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2nd Plaintiff and the defendant were friends from 1996 and both of them worked together in various roles in Tamil film industry. The defendant is a well known writer, producer, director, actor and is doing various roles in the cinema industry ever since 1996. The original story of the tele-serial 'Nandini' was written by the defendant and till date, he is in possession of all the original manuscripts written by him while developing the story of the said teleserial.

(ii) The 2nd plaintiff only approached the defendant requesting him to provide with a story for a horror-based film proposed to be telecasted in the Sun TV Network Limited. After preparing the entire story of the said serial, the defendant had explained the same to the 2nd plaintiff. Upon getting approval from the Sun TV Network Limited, the 2nd Plaintiff requested the defendant to prepare the screenplay of the said serial along with one Mr.Raj Kapoor, director, the said Mr. Venkataraghavan, screenplay writer and one Mr.Badri Narayanan dialogue writer and accordingly, the defendant along with the above said persons, had prepared the entire screenplay for the said serial, which was



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completely based on the literary work of the defendant and was given to the 2nd plaintiff.

(iii) The literary work of the said serial was created solely by the defendant and it could be confirmed by the initial writings of the defendant's diary, which was subsequently converted into a screenplay book. The screenplay book is in the possession of the 2nd plaintiff. The telephonic conversations with the said Mr.Raj Kapoor, director of the said serial, one Mr.Anburajan, co-producer, the said Mr.Badri Narayanan, dialogue writer and the said Mr.Venkataraghavan, screenplay writer would clearly show the acknowledgement that the literary work was created by the defendant and that the subsequent screenplay of the said serial was developed based on the literary work of the defendant.

(iv) For using the said literary work, the 2nd Plaintiff had agreed to pay a sum of Rs.1,00,000/- per month as professional charges until the end of the serial. Accordingly, on the telecast of the serial, the 2nd plaintiff made the payment towards professional charges to the defendant



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from November 2016 to February 2017. But, after February 2017, the 2nd plaintiff had unilaterally decided not to make any further payments and had also informed the defendant that from February 2017 onwards, he was not required to work in the said serial.

(v) The 2nd plaintiff, with an ulterior motive to defraud the defendant and in order to unduly enrich themselves at the cost of the defendant, because of the overwhelming response received for the serial within 2 weeks of its telecast, had left the defendant in the lurch and had refused to make payments as agreed upon between them. The repeated attempts made by the defendant requesting payment of money due payable to him towards the story/literary work were not fruitful and the 2nd plaintiff had wilfully deceived the defendant.

(vi) Hence, the defendant affirmed, at the risk of repetition, that the literary work namely the story of the teleserial 'NANDINI' belonged to him. The defendant never worked as a technician anywhere and he is a well known producer and director through his various other works and



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the alleged agreement dated 07-9-2016 was created by the 2nd plaintiff with an illegal intention exploiting the fact that the defendant did not know English language and exploiting the trust reposed upon the 2nd plaintiff, he had obtained the signature of the defendant without disclosing the details of the agreement. Though the agreement being a bipartite agreement, the same was signed only by the defendant.

(vii) The defendant was shocked to hear that the 2nd plaintiff is claiming the owner of the story of the said serial and in order to assert his ownership of the literary work serial and to inform the public about the wrongful attitude of the 2nd plaintiff in claiming the ownership of the story of the said serial, the defendant had published a video on social media clearly explaining his claim and immediately the 2nd plaintiff had issued a legal notice dated 25-3-2017, which was suitably replied by the defendant by a reply notice dated 10-4-2017.

(viii) The defendant would like to bring to the notice of this Court that the payment of Rs.1,00,000/- on regular intervals would clearly show the payment made for the use of the work and the follow up work



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done by the defendant in the said serial. The defendant's claim is bonafide and he is claiming only his share for his own literary work and the act of the plaintiffs is nothing but breach of trust reposed on them by the defendant.

(ix) The 2nd plaintiff had already indulged in this kind of behaviour and earlier, he claimed authorship to the story "Aayiram Jenmangal" written by producer Mr.Muthuraman and the 2nd plaintiff had taken a film in the name of ARANMANAI claiming to be the real author of the story and the same was challenged by the real author of the story - the said Mr.Muthuraman before the Court of Law. The 2nd plaintiff had amicably settled the issue with the help of the producer council.

(x) The 2nd plaintiff, being in a profound position in the society, cannot be left scot-free by abusing the process of law with an intention to dissuade the legitimate claim of the defendant. There are no merits in the case and the suit is liable to be dismissed with exemplary cost.

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6. The case of the plaintiff is as follows :

(i) The plaintiff is the author of the literary work of the teleserial titled as "Nandini", which was telecasted by the 2nd defendant on daily basis as a television serial. This suit has been filed seeking to declare that the literary work namely the story of the teleserial "Nandini" belonged to Mr.N.Velmurugan - the plaintiff herein and that the defendants did not have any right to use the said literary work or to exploit the same without due authorization from the plaintiff.

(ii) The original story of the said serial was written by the plaintiff and even as on date, the plaintiff is in possession of all the original manuscripts written by him while developing the story of the said serial. The 1st defendant approached the plaintiff requesting him to provide with a story for a horror based film proposed to be telecasted by the 2nd defendant. The plaintiff, after preparing the entire story of the said serial, explained the same to the 1st defendant, who, in turn explained the story



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written by the plaintiff to the 2nd defendant. Upon the approval of the 2nd defendant, the 1st defendant requested the plaintiff to prepare the screenplay for the said serial along with one Mr.Raj Kapoor, Director one Mr.Venkatraghavan, screenplay writer and one Mr.Badri Narayanan, dialogue writer.

(iii) The plaintiff along with the said Mr.Raj Kapoor, the said Mr. Venkatraghavan and the said Mr.Badri Narayanan prepared the entire screenplay for the said serial, which was completely based on the story-literary work of the plaintiff and it was submitted to the 1st defendant. The plaintiff had not assigned the literary work in writing and when the plaintiff, on various occasions, requested the first defendant for payment of royalty for using the literary work of the plaintiff for the said serial, the first defendant had assured the plaintiff that the first defendant would enter into an employment contract engaging the plaintiff as the screenplay consultant and agreed to pay the plaintiff a sum of Rs.1 Lakh every month as professional charges until the end of the said serial.

(iv) The 1st defendant had also requested the plaintiff to permit the



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first defendant to be represented as the story writer in the title card, so that the said serial would have a better reach among the viewers, for which, the plaintiff agreed after much hesitation provided that he should be engaged as the screenplay consultant and paid the professional charges.

(v) The literary work-story of the said serial was created solely by the plaintiff as confirmed by the initial writings in the plaintiff's diary, which was subsequently converted into a screenplay book currently in the possession of the 1st defendant. The telephonic conversations with the said Mr.Raj Kapoor, Director of the said serial with one Mr.Anbu, Assistant Director would confirm that they acknowledged the literary work that was created by the plaintiff and subsequently, the screenplay of the said serial was developed based on the literary work.

(vi) Even the title of the said serial was originally planned as "Devasena", which was later changed to "Nandini" at the request of the 2nd defendant after having consultation with the 1st defendant along with the plaintiff and other technicians. The 2nd defendant and all



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technicians, who had worked along with the plaintiff in creating the screenplay of the tele-serial "Nandini including the said Mr.Raj Kapoor, the said Mr.Badrinarayanan and the said Mr.Venkatraghavan were aware of the fact that the story - literary work of the said serial was written by the plaintiff.

(vii) Upon request made by the 1st defendant, the plaintiff permitted the 2nd defendant to display the name of the 1st defendant as the story writer in the title card of the said serial from 23rd January 2017. The professional charges as agreed aforesaid was paid by the 1st defendant from November 2016 to February 2017. After February 2017, to the shock and surprise of the plaintiff, the 1st defendant had unilaterally decided not to make any further payments and also informed the plaintiff that from February 2017 onwards, the plaintiff was not required to work in the said serial.

(viii) The 1st defendant had an ulterior motive to exploit the plaintiff, as the said serial was telecasted from 23rd January 2017 and within a period of two weeks from its telecast, when it was found that



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there was overwhelming response for the said serial, the 1st defendant had decided to leave the plaintiff in lurch and instructed for termination of the plaintiff's contract and stopped paying the agreed amount due for his employment as screenplay coordinator. Even at this point of time, all the attempts made by the plaintiff requesting 1st defendant to make the payments due towards the story/literary work had gone in vain, as the 1st defendant did not respond to the plaintiff.

(ix) In accordance with Copyright Law, the ownership of a copyright is automatic and it does not require registration. Copyright comes into existence as soon as a work is created and hence, in the present case, no formality is required to be completed by the plaintiff for acquiring the copyright. Section 16 of the Copyright Act states that no person is entitled to copyright except as provided under the Copyright Act.

(x) As per the Copyright Act, any claim of assignment of copyright, which is not in writing, is invalid. The Copyright Act further provides that where the period of assignment is not provided, such an



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assignment should be only for a period of five years. In any event, any alleged transfer by any person other than the plaintiff's copyright in original literary work including but not limited to the story authored by the plaintiff, is illegal and void ab initio.

(xi) Under Section 57 of the Copyright Act, any distortion, mutilation, modification or other act in relation to the plaintiff's literary work without the authorization of the plaintiff would be prejudicial to the plaintiff's honour and reputation in as much as it would amount to unjust enrichment of the defendants at the expense of the honour and reputation of the plaintiff.

(xii) The Plaintiff alone is entitled to claim authorship of the literary work, whereas, the defendants or any other person cannot claim to be the owners of the plaintiff's literary work nor can deal or transfer the same to any other person. Even the alleged employment contract for appointment of the plaintiff as the screenplay coordinator was completely made out in English and the plaintiff was forced to sign in the same without giving even a copy of the same to the plaintiff, which can never



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be considered as any assignment by the plaintiff of his literary work.

(xiii) When the plaintiff was asked not to work in the said serial, the plaintiff, on various occasions, approached the 1st defendant and requested him to pay the royalty for the literary work and the balance amount due to be paid on employment, which fell into deaf ears as the 1st defendant completely denied making any further payment to the plaintiff and claimed that the 1st defendant was the owner of the story of the said serial.

(xiv) The plaintiff was shocked to hear from the 1st defendant that he claimed to be the owner of the story of the said serial. In order to assert the ownership of his literary work-serial and to inform the public of the wrongful attitude of the 1st defendant falsely claiming ownership of the story of the said serial, the plaintiff published a video in the social media clearly explaining his claim.

(xv) Immediately upon publishing such video and without even stating anything on the claim made by the plaintiff in the video circulated



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in the social media, the 1st defendant had issued the legal notice dated 25.3.2017 alleging defamation against the plaintiff with a claim of Rs.50 lakhs and further stated that the plaintiff was jobless and approached the 1st defendant for employment as technician and that he had no other means of earning money.

(xvi) The plaintiff, on 10.4.2017, issued a reply to the legal notice sent by the 1st defendant, in which, the plaintiff had clearly denied the averments made by the 1st defendant and explained that the literary work of the said serial was created by the plaintiff, that the 1st defendant had got the signatures of the plaintiff in a document, which was completely in English and that as the plaintiff cannot read and write English, the same will not bind him.

(xvii) In any event, the 1st defendant had procured the plaintiff's signature under the guise of promise to periodically compensate the plaintiff his ownership and right over the said serial and the document did not even contain the 1st defendant's signature, which itself would show the malafide intention of the first defendant. The 1st defendant,



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through his production company viz. Avni Cinemax Pvt. Ltd., had filed an unwarranted and false defamation suit in C.S.No.350 of 2017 before this Court, knowledge of the fact that the 1st defendant did not have any document to prove the assignment of copyright by the plaintiff to the 1st defendant. The plaintiff recorded a strong and fitting reply to the frivolous suit filed by the production company of the 1st defendant.

(xviii) The defendants had not only violated the copyright of the plaintiff, but also committed an unlawful and unjust act by utilizing the story-literary work for the said serial without proper authorization from the plaintiff. The plaintiff reserved his right to alter/amend the suit and to include a prayer, claiming damages if it is established that the defendants have infringed the copyright of the plaintiff.

(xix) The injury that was caused by the continued infringement of the plaintiff's copyright by the defendants is irreparable and cannot be compensated only in terms money alone. In the event the serial titled "Nandini" is continued to be telecasted, the plaintiff will be put to great loss and hardship. The balance of convenience is only in favour of the



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plaintiff. The plaintiff has a *prima facie* case against the defendants, since all the original handwritten story of the said serial is still in the possession of the plaintiff and there are no documents to show that the assignment of such copyright has been done by the plaintiff in favour of the 1st defendant. The 1st defendant has wilfully and with mala fide intention infringed the copyright of the plaintiff and the 2nd defendant, despite being aware of the same, has chosen to ignore the entire issue. Hence, the plaintiff prayed to decree the suit as prayed for.

Written statements in Tr.C.S.No.467 of 2019

7. The first defendant filed a written statement wherein it has been stated as follows :

(i) The first defendant along with the said M/s.Avni Cinemax Pvt Ltd filed a suit in C.S No.350 of 2017, in which, the first defendant had clearly averred that the said M/s.Avni Cinemax Pvt Ltd is the sole and exclusive owner of the story, copyright and performance right over the serial 'Nandini' including the right to use the work in sequel, re-make, dubbing etc and to disseminate it through any media. The plaintiff in



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Tr.C.S.No. 467 of 2019, who is the defendant in C.S.No.350 of 2017 had received the summons and had also entered appearance in the above suit and subsequently filed Tr.C.S.No.467 of 2019 subsequent to the filing of C.S. No.350 of 2017. Even after knowing that it is only the said M/s.Avni Cinemax Pvt Ltd, which is the copyright owner of the teleserial 'Nandini', they have not been impleaded as a party in the present suit and hence, the prayer for declaration has not been sought for as against the true and lawful owner of the said tele serial. Hence, the above suit has to be dismissed for non-joinder of a necessary party.

(ii) The first defendant is a well known film director in the south Indian film industry besides being an actor and majority of his films commands huge support from the viewers. The plaintiff approached him and requested to support him by absorbing him in all his productions. Initially, the first defendant declined to entertain the request made by the plaintiff. But the plaintiff, being very adamant, went on enlisting the sympathy of the first defendant by narrating all his woes and pitfalls and somehow the first defendant accommodated him in his productions, as



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otherwise the plaintiff would have been thrown out literally. Having sympathy upon the plaintiff, the first defendant, though there was no need whatsoever for him, just to help the plaintiff, afforded him an opportunity to take part in a few small pre-production works in his movies.

(iii) With passage of time, because of the persistence of the plaintiff, the first defendant permitted the plaintiff to play small roles in a few of his films, just to lend a helping hand to the plaintiff, moved by his supplications, though the first defendant was well aware of the woeful fact that the involvement of the plaintiff was not going to be of any use to the first defendant. As an offshoot of the massive success of his movies 'Aranmanai 1' and 'Aranmanai 2' and also the horror teleserial captioned as 'Nandini' attracting huge and coverable TRP ratings, the first defendant became most famous in the south Indian films.

(iv) The first defendant, after writing the main story of the aforesaid teleserial 'Nandini', appointed the said Mr.Venkataraghavan as the screenplay writer for the said serial. Here also, because of repeated



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entreaties made by the plaintiff, the first defendant, activated by the sense of sympathy, decided to take the plaintiff as the technician in a proposed teleserial and the second defendant entered into an agreement with the first defendant on 07.9.2016 specifically stating that the first defendant engaged the plaintiff as the technician to perform as screenplay consultant for the proposed teleserial tentatively titled 'DEVASENA'. Later on, the same has been titled as 'Nandini' in Tamil and other languages and the plaintiff, as the Technician, should perform his services as the screenplay consultant as per the professional standards and to the satisfaction of the first defendant's company - the said M/s.Avni Cinemax Pvt Ltd.

(v) It has been specifically mentioned in the agreement that the story has been written by the first defendant and the first defendant's company - the said M/s.Avni Cinemax Pvt Ltd owns all the rights of the story, having the sole absolute and unfettered discretion to use or not to use the work and/or make any changes in, deletions from or additions to the work, that the said M/s.Avni Cinemax Pvt Ltd would make use of the



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technician's work during quality correction and implementations of screen play consultant's works as instructed by the second defendant and that the said M/s.Avni Cinemax Pvt Ltd had agreed to complete and deliver the work including any changes and revisions to the satisfaction of the second defendant on required dates.

(vi) While performing the work as the screenplay consultant, the director of the said M/s.Avni Cinemax Pvt Ltd i.e the first defendant used to receive a lot of complaints about the plaintiff from the said Mr. Venkataraghavan, screenplay writer, who also insisted that there was no useful creative contribution from the plaintiff. Consequently, the first defendant decided to terminate the services of the plaintiff. At that time, the plaintiff requested the first defendant not to terminate him and he agreed to perform as the coordinator in the shooting sets.

(vii) Again, having sympathy upon the plaintiff, the first defendant agreed to the said request of the plaintiff and let him to do the same. But, the first defendant received many complaints about the plaintiff's improper behaviour from all the departments of film production.



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Considering the plaintiff's family situation, the first defendant re-assigned computer graphics coordinatorship to the plaintiff and allowed him to work in White Lotus where the computer graphic work for the above said teleserial 'Nandini' was going on. But, the plaintiff used filthy language while communicating with the senior technicians of computer graphics on 29.1.2017.

(viii) The said M/s.Avni Cinemax Pvt Ltd is the sole and exclusive owner of the story, copyright and performance right throughout the world in perpetuity all rights of every kind and nature in the work, including the right to use the work in sequel, remake, dubbings etc and to disseminate it through any media now known or hereinafter devised and is perfectly entitled to deal with all rights covering technician's works in the project in any manner as they may deem fit. The first defendant, who is the managing director of the said Avni Cinemax Pvt Ltd, is the author of the story in respect of serial 'Nandini', which has been telecasted through the Sun TV Networks - the second defendant and as such, apart from the said M/s.Avni Cinemax Pvt Ltd, no one else has got any right whatsoever



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over the same.

(ix) The first defendant was shocked to hear from his friends and well wishers that the plaintiff started spreading news as though he is the author of the teleserial 'Nandini' and that the first defendant had taken credit of his work. The first defendant was further shocked to receive certain whatsapp messages wherein the plaintiff claimed himself to be the author of the serial 'Nandini'. The first defendant was contesting for the film producers council's polls and at that stage, the plaintiff started maligning and defaming the first defendant, laying false claim regarding authorship of the serial 'Nandini'.

(x) The first defendant had issued a legal notice dated 25.3.2017 to the plaintiff in this regard and also directed the plaintiff to stop forthwith from spreading any malicious information against him through any media such as Whasapp, Face Book, Twitter, You Tube etc or by any other means of communication, failing which, the first defendant and the said



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M/s.Avni Cinemax Pvt Ltd would be constrained to take legal action against the plaintiff for defaming the name of the first defendant and the said M/s.Avni Cinemax Pvt Ltd.. The first defendant and the said M/s. Avni Cinemax Pvt Ltd also claimed a sum of Rs.50 lakhs from the plaintiff towards damages for the loss of reputation and mental harassment caused by the plaintiff by his nefarious action of spreading malicious information.

(xi) The plaintiff, after receiving the notice dated 25.3.2017 from the first defendant, sent his reply notice dated 10.4.2017 raising all untenable allegations against the first defendant and the said M/s.Avni Cinemax Pvt Ltd, which are totally untrue. Even after issuance of the legal notice dated 25.3.2017, the plaintiff continued to indulge in his unwanted activity of maligning the image and reputation of the first defendant and the said M/s.Avni Cinemax Pvt Ltd.

(xii) The plaintiff went to the extent of stating that the remuneration paid to him by the first defendant and the said M/s.Avni Cinemax Pvt Ltd, was not for his services as the technician, but only for



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he being the story writer. This statement of the plaintiff got falsified by the absence of the requisite agreement governing royalty, which would have been entered into by both the first defendant and the said M/s.Avni Cinemax Pvt Ltd with the plaintiff, if he had really been the story writer. From this, it would be clear that the plaintiff was only a paid employee under the first defendant.

(xiii) When the performance of the plaintiff is not good even in lower grade assignments necessitating frequent shift in departments, he was never found to be mentally capable for creative inputs. It is only the avarice on the part of the plaintiff, which made him to indulge in laying taller and false claims. The plaintiff literally entreated the first defendant and the said M/s.Avni Cinemax Pvt Ltd, got a chance to make an entry into the work spot of them and has been indulging in all kinds of unwanted activities such as diffusion of false and mischievous information to media, which, in turn, started seeking clarifications from the first defendant and the said M/s.Avni Cinemax Pvt Ltd. Though the first defendant and the said M/s.Avni Cinemax Pvt Ltd being the



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beneficiaries even in a small way by the works of the plaintiff, they have been subjected to unnecessary mental agony, loss of reputation and waste of time thereby causing loss of earning etc by the nefarious activities of the plaintiff.

(xiv) The plaintiff is not capable of doing any worthwhile job in any department and just to gain undeserving popularity, he has been indulging in mudslinging activities against the first defendant and the said M/s.Avni Cinemax Pvt Ltd so as to get some monetary benefits by fishing in troubled waters. True to the saying that misplaced mercy would be suicidal, the first defendant and the said M/s.Avni Cinemax Pvt Ltd, for the sin of encouraging the plaintiff, have been obliged to pay huge price for the mercy they bestowed upon the plaintiff. The plaintiff had given mischievous information through You Tube, Whatsapp, Face Book, Twitter etc., on 29.1.2017, 22.3.2017, 28.3.2017, 13.4.2017 and 17.4.2017.

(xv) The plaintiff is not the author of the literary work of the teleserial titled as 'Nandini'. The plaintiff cannot lay any lawful claim



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over the story of the said serial, as he is a stranger to the same. The plaintiff cannot even work as a screenplay consultant and his capability as a story writer can exist only in his imagination. The first defendant never approached the plaintiff to give him a story for a horror based film proposed to be telecasted by the second defendant. It is only the first defendant, who is the author of the story, had entered into an agreement with the second defendant for telecasting the said serial. The first defendant had never requested the plaintiff to prepare the screenplay for the said serial as alleged in the plaint in Tr.C.S.No.467 of 2019. The persons mentioned in the plaint in Tr.C.S.No.467 of 2019 by the plaintiff i.e Mr. Raj Kapur, Mr.Bhadri Narayanan and Mr.Venkatraghavan, were aware of the fact that the story of the serial 'Nandini' was written only by the first defendant and the plaintiff is only a stranger to the said serial.

(xvi) The first defendant has not paid any professional charges to the plaintiff concerning his alleged authorship of the said serial. The further allegation that after the teleserial had received overwhelming response from the viewers, the first defendant had decided to leave the



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plaintiff in lurch, instructed for termination of the plaintiff's contract and stopped paying even the agreed amount due for his employment as a screenplay coordinator is entirely false. The falsity of this statement is evident from the self contradictory statements made by the plaintiff, who, on the one hand, said that the first defendant had not even paid his royalty and on the other hand, he said that even his salary that goes with his employment has also not been paid. As 'royalty' and 'salary' cannot go together, the plaintiff's above statement is enough to show that he is in the habit of saying anything that he momentarily thinks may help his case.

(xvii) It is further stated as per Section 16 of the Copyright Act, would clearly explain that in the absence of any agreement in respect of assignment of copyright is invalid in the eyes of law. In the instant case, even according to the plaintiff, there was no written agreement in respect of assignment of copyright has been entered into between the plaintiff and the first defendant. Hence, the plaintiff cannot lay any claim as against the first defendant as to his authorship of the said serial.



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Accordingly, the relief as sought for by the plaintiff for declaration and injunction ought not to be granted.

(xviii) Section 57 of the Copyright Act has no application at all, as the plaintiff is not the author of the story for the said serial. Mr.Bhadri Narayanan, dialogue writer is working only with the first defendant and as such, the allegation raised by the plaintiff that he has been coordinating with the aforesaid person is ludicrous. The plaintiff has not sought for any royalty for the story 'Nandini'. The plaintiff has not even issued any notice in that regard and as such, the allegation raised by the plaintiff that the first defendant entered into an employment contract engaging the plaintiff as the screenplay consultant and agreed to pay the plaintiff a sum of Rs.1 lakh per month towards professional charges till the end of the serial is nothing but an egregious lie containing no iota of truth. The first defendant denied the allegation that the plaintiff's name was shown as 'screenplay consultant' in the title card of the said serial and the first defendant's name was listed as 'story writer', for which, the plaintiff also admitted that this was a concocted story created only for the



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purpose of the case.

(xix) The plaintiff, having understood that he has no case, started raising untenable allegations against the first defendant that the literary work for the said serial was authored by the plaintiff, which was confirmed by the initial writing in his diary and it was subsequently converted into a screenplay book currently in the possession of the first defendant is again a matchless lie. Mere absence of any agreement to the said effect entered into between the first defendant and the plaintiff would render the case as totally false and same had been raised only with a view to scandalize the first defendant. Moreover, the plaintiff also spoke about the telephonic conversation that took place with the said Mr. Raj Kapoor, director of the said Serial and the said Mr. Anbu, executive producer, which is again an imaginary story created only for the purpose of the case. The change in name of the serial from 'Devasena' to 'Nandini' was not at all within the knowledge of the plaintiff until it became known to Tom, Dick and Harry.



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(xx) It is apposite to mention that the first defendant, being the real Author of the story, need not get any permission from anybody much less the plaintiff for telecasting his serial 'Nandini' through the network of the second defendant. There can be no injury caused to the plaintiff by the so-called infringement caused by the first defendant, as the plaintiff is laying only a false claim as against the first defendant. There is absolutely no cause of action for the suit filed by the plaintiff. All the agreements concerning the teleserial 'Nandini' are only between the said M/s.Avni Cinimax Pvt Ltd and the second defendant, which were entered into only at Chennai. Hence, this Court will not have jurisdiction to entertain this case. The suit, as filed by the plaintiff invoking Section 62 of the Copyright Act, is not maintainable in law. The plaintiff will not be put into any hardship, as he is not the author of the literary works. The plaintiff is putting forth only a false claim. Viewed from any angle, the suit filed by the plaintiff is not maintainable.



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(xxi) The suit as filed by the plaintiff is gross abuse of process of law besides being a misconceived one. The plaintiff had filed the above suit showing a fake address and also had filed the suit without any cause of action. In any event, the plaintiff has not proved any prima facie. The balance of convenience also does not lie in favour of the plaintiff and if any order of injunction is granted, it is only the defendants, who would be put to irreparable loss and untold hardship. Ultimately, it is prayed to dismiss Tr.C.S.No.467 of 2019 as devoid of merits with exemplary costs.

8. The second defendant filed a written statement even on 22.6.2018. Only thereafter, the second defendant was set ex parte on 07.11.2023. The averments as contained in the written statement filed by the second defendant are as follows :

The suit as against the second defendant is not maintainable both in law and on facts and it is liable to be dismissed *in limine*. There is no



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cause of action for filing the suit. The suit is bad for non-joinder of necessary parties. The averments made in the plaint are false, baseless and without any merits. The second defendant was only telecasting the said serial 'Nandini' and it was entirely the handiwork of the first defendant. The averments were aimed only against the first defendant. The second defendant has been carrying on its business and telecasting activities only as per law after following all the rules and procedure. Ultimately, the second defendant sought to dismiss Tr.C.S.No.467 of 2019 with exemplary costs.

9. On 08.6.2023, the following issues were framed in Tr.C.S.No. 467 of 2019:

- i. Is the plaintiff is the owner of the original story of the serial “Nandhini”?*
- ii. Whether the defendants 1 and 2 have infringed the plaintiff's copyright in relation to the original literary work by adopting it in making and telecasting the T.V.Serial “ Nandhini”?*
- Iii. Whether the first defendant is the*



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exclusive owner of the story, copyright and permanent right over the serial Nandini telecasted through the second defendant?

iv. Whether the Employment Agreement dated 07.09.2016 is a valid agreement?

v. Whether the consent of the plaintiff to the Employment Agreement dated 07.09.2016 was obtained by fraud, undue influence and misrepresentation and hence bad in the eyes of law? and

vi. Whether the plaintiff is entitled to a decree of declaration and injunction as prayed for?

On 08.6.2023, the following issues were framed in C.S.No.350 of 2017:

i. Whether the plaintiffs are entitled for compensation, at the hands of the defendant, for a sum of Rs.50 Lakhs, for having spoiled their name, image and reputation?

ii. Whether the plaintiff are entitled for a permanent injunction restraining the defendants from in any way tarnishing the image of the plaintiff by diffusion of false, malicious and



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mischievous information about the plaintiff through media such as Whatsapp, Facebook, YouTube, Printing etc.,?

iii. Whether the second plaintiff has infringed the copyrights of the defendant by unlawfully using the original literary works of the story of the serial titled as “Nandhini”?

iv. Whether the Employment agreement dated 07.09.2016 is a valid agreement?

v. Is not the consent of the defendant to the Employment Agreement dated 07.09.2016 obtained by fraud, undue influence and misrepresentation and hence bad in the eyes of law?

vi. Is not the defendant, owner of the original story of the serial “Nandhini”?

10. In C.S.No.350 of 2017, on the side of the plaintiffs, Mr.R.Bhadri Narayanan, who is its authorised signatory, was examined as P.W.1; Mr.V.V.Venkatesh, who is the Film Director in the first plaintiff company, was examined as P.W.2; and Mr.A.Anburaja, who is



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the Executive Producer of the first plaintiff's company, was examined as P.W.3. They also filed their respective proof affidavits reiterating the contents of the plaint. In C.S.No.350 of 2017, ten documents were marked as Ex.P1 to Ex.P10. While cross examining P.W.1 to P.W.3, Ex.D1 to Ex.D3 were marked respectively. On the side of the defendant, the defendant himself was examined as D.W.1 and Ex.D4 to Ex.D11 and M.O.1 were marked.

11. Heard the submissions of the learned counsel on either side and perused the materials available on record.

12. Common written submissions were filed in both the suits. For the sake of convenience, the parties will be referred as listed in the first suit in C.S.No.350 of 2017.

13. The learned counsel for the plaintiffs submitted as follows :

(i) The first plaintiff is engaged in production of films and tele-



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serials and the second plaintiff is a film director and managing director of the first plaintiff company. The plaintiffs involved in producing tele-serial titled as “Nandini”, which was authored by the second plaintiff and they got approval for telecasting the said serial in the Sun TV Network Limited.

(ii) The defendant, who is well known to the second plaintiff, had requested the second plaintiff to involve him in all his production works. The second plaintiff had also afforded opportunity to the defendant to take part in the pre-production work in his movies and also permitted the defendant to play small roles in his films. The second plaintiff appointed one Mr.Venkataraghavan as a screenplay writer for the said serial and also appointed the defendant as the technician. The first plaintiff and the defendant entered into an agreement, based on which, the defendant had agreed to work as the technician and his salary was fixed at Rs.1,00,000/- per month. In the agreement also, it had been specifically mentioned that the story had been written by the second plaintiff and the first plaintiff



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owned all the rights of the story.

(iii) In turn, the defendant filed the suit in Tr.C.S.No.467 of 2019 stating that the second plaintiff infringed the copyright of the defendant by using the literary work of the story of the serial “Nandini”. The defendant filed the subsequent suit viz. Tr.C.S.No.467 of 2019 only after filing of C.S.No.350 of 2017 by the plaintiffs. Though the entire cause of action arose at Chennai, the defendant had chosen to file the said suit at Tiruvallur without any cause of action and the subsequent suit was later transferred to this Court.

(iv) Since there was no useful creative contribution from the defendant, the first plaintiff terminated the service of the defendant from the serial. Consequently, at the request made by the defendant, the first plaintiff assigned the job of computer graphics coordinatorship to the defendant only on sympathetic ground. But, the defendant started spreading the news as he was the author of the tele-serial “Nandini”.



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Hence, the second plaintiff had issued legal notice dated 25.03.2017 for defaming the name of the plaintiffs. Before issuance of the legal notice by the plaintiffs, the defendant had not issued any notice or initiated any legal proceedings against the plaintiffs.

(v) The defendant had not registered the story before the Copyright Board. The plaintiffs had marked the document Ex.P2, which is the Employment Agreement dated 07.09.2006 entered into between the first plaintiff and the defendant. The said document clearly stated that the defendant was employed only as a Technician in the said teleserial and his salary was fixed at Rs.1,00,000/- per month and in the ownership clause, it had been clearly stated that the plaintiff had the exclusive right over the story. The author of the story and the ownership of the copyright etc., have been clearly enumerated in the agreement. The defendant, knowing fully well about the contents of the agreement, signed the same. The defendant had not filed any document for claiming ownership of the story of 'Nandini' except Ex.D6, which is a diary running to 13 pages, and hence the defendant cannot claim any right over the story "Nandini".



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(vi)The defendant after entering appearance in the suit in C.S.No.350 of 2017, has filed a separate suit in O.S.No.166 of 2017 against the second plaintiff and Sun TV Network Limited on the file of the Principal District Judge, Tiruvallur. The said suit in O.S.No.166 of 2017 was later transferred to this Court and renumbered as Tr.C.S.No.467 of 2019. Both the suits are arising out of the same subject matter, the story of the teleserial “Nandini”.

14. The learned counsel for the defendant submitted as follows :

(i) The defendant is the author of the literary work of the tele-serial “Nandini” and he is in possession of all original manuscripts. The second plaintiff had approached the defendant to provide story for a horror-based serial proposed to have been telecasted in the Sun TV Networks Private Limited. On his request, the defendant had prepared the entire story and the screenplay for the said serial. The defendant



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requested the second plaintiff for payment of royalty for using the literary work and the second plaintiff also assured to enter into employment contract engaging the defendant as screenplay consultant and agreed to pay a sum of Rs.1,00,000/- per month.

(ii) Further, the second plaintiff requested the defendant to permit him to represent as the story writer in the title card. The telephonic conversation of the director and the assistant director of the said serial acknowledged the literary work of the defendant in the said serial. The defendant was forced to sign in the employment agreement and the copy of the same was also not issued to him by the second plaintiff. The plaintiffs had not only infringed the copyright of the defendant and also using the story-literary work of the said serial without proper authorisation from the defendant. Hence, the defendant was constrained to file Tr.C.S.No.467 of 2019 seeking the relief of declaration to declare that the first plaintiff infringed the copyright of the defendant by unlawfully using the underlying original literary work of the story of the serial titled “Nandini” and permanent injunction.



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15. Issue No.6 in C.S.No.350 of 2017 and Issue No.1 in Tr.C.S.No.467 of 2019 are one and the same and hence they are discussed and answered as under:

Issue No.6 in C.S.No.350 of 2017:

vi) Is not the defendant owner of the original story of the serial “Nandini”?

Issue No.1 in Tr.C.S.No.467 of 2019

i) Is the plaintiff owner of the original story of the serial “Nandini”?

15(i) As contended by the defendant, if he was the author of the story of the teleserial 'Nandini', when the payment was stopped by the plaintiffs, the defendant ought to have filed the suit immediately. The defendant has not filed the suit even after receiving the notice sent by the plaintiffs, whereas, he has sent reply to the notice.



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15 (ii) Even assuming that the defendant is the original owner of the story of the said serial, he has filed the suit only for infringement of Copyright against the second plaintiff and SunTV Network Private Limited that too after the suit filed by the plaintiffs. Further the defendant has not challenged the agreement Ex.A2 entered into between the defendant and the plaintiffs.

15.(iii) The defendant neither in the written statement filed in the suit in C.S.No.350 of 2017 filed by the plaintiff nor in the plaint in the suit in Tr.C.S.No.467 of 2019 filed by him, has taken the plea of fraud. It is a settled proposition of law, under Order VII Rule 7 of C.P.C., that every plaint shall state specifically the relief which the plaintiff claims either simply or in the alternative. Except the statement that he does not know read and write English, the defendant has not taken any other stand or plea that the plaintiffs have obtained the signature by fraud or under undue influence or coercion or misrepresentation. It is the duty of the defendant, who is the plaintiff in the suit in Tr.C.S.No.467 of 2019, to



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plead and prove that he is the owner/writer of the story of the said serial.

15.(iv) The plaintiff has examined three witnesses and also marked documents especially Ex.P2 is the Employment Agreement entered into between the first plaintiff and the defendant. The defendant has not denied the signature found in Ex.P2. The grievance of the defendant is that the second plaintiff promised to make payment of Rs.1,00,000/- till the completion of serial, but the plaintiff has stopped the payment from February 2017 and terminated the service of the defendant from the serial. Hence the defendant has filed the suit in Tr.C.S.No.467 of 2019.

15.(v) Under the above facts and circumstances of the case, this Court finds that the plaintiffs have proved that the defendant is not the owner of the story of the said serial “Nandini” and the second plaintiff is the writer and owner of the teleserial “Nandini”. Issue No.6 in C.S.No.350 of 2017 and Issue No.1 in Tr.C.S.No.467 of 2019 are accordingly answered.



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16. Issue Nos.4 and 5 in C.S.No.350 of 2017 and Tr.C.S.No.467 of 2019 are one and the same and hence they are answered as under:

Issue No.4 and 5 in Tr.C.S.No.467 of 2019

iv. Whether the Employment Agreement dated 07.09.2016 is a valid agreement?

v. Whether the consent of the plaintiff to the Employment Agreement dated 07.09.2016 was obtained by fraud, undue influence and misrepresentation and hence bad in the eyes of law?

Issue Nos.4 and 5 in C.S.No.350 of 2017 are as follows:

iv. Whether the Employment Agreement dated 07.09.2016 is a valid agreement?

v. Is not the consent of the defendant to the Employment



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Agreement dated 07.09.2016 obtained by fraud, undue influence and misrepresentation and hence bad in the eyes of law?

16.(i) According to the plaintiffs they planned to telecast the teleserial “Nandini” even prior to the commencement of work. When the second plaintiff made certain arrangements for the same, the defendant approached him and requested the second plaintiff to support him by absorbing him into all his productions. The second plaintiff has also afforded him an opportunity to take part in production works in his movies and also the second plaintiff engaged the defendant as screenplay consultant for the teleserial and the first plaintiff entered into an agreement with the defendant on 07.9.2016. In the Employment Agreement Ex.P2, the defendant agreed to all the terms and conditions. But the defendant has filed the suit in Tr.C.S.No.467 of 2019 seeking prayer only for declaration that the second plaintiff has infringed the copyright of the defendant and permanent injunction.



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16.(ii) It is true that the defendant has not challenged the agreement entered into between the plaintiffs and the defendant and he has not pleaded that the agreement entered into between them by fraud, coercion or undue influence. Further the defendant agreed to work as technician in the teleserial and his salary was also fixed as Rs.1,00,000/- as per Ex.P2. Even salary or royalty as the case may be, the plaintiffs have paid the amount from November 2016 to February 2017 and the first plaintiff terminated the service of the defendant from the serial and also stopped the payment. The defendant has not taken any legal actions against the plaintiffs either for recovery of money or for cancellation of agreement.

16. (iii) Even though the defendant has filed the handwritten transcript of the story of the defendant as Ex.D 6, he has not proved that the story of the Ex.D6 has been exactly played in the teleserial “Nandini”. The defendant has not pleaded anything with regard to employment agreement Ex.P2 except stating that he does not know



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English. The defendant himself admitted that he received payment from November 2016 to January 2017. The said serial was telecasted through Sun TV from January 2017 to December 2018. The defendant has not cancelled the agreement or taken any legal action to stop telecasting of the said serial or filed any suit for claiming the copyright of the serial.

16. (iv) The plaintiffs filed the suit against the defendant towards compensation for spoiling the name/defamation and even after issuing notice to the defendant, even though he sent a reply for the same, has not taken any steps either to recover the money or claiming right over the story. Since the defendant is a plaintiff in Tr.C.S.No.467 of 2019, it is the bounden duty of the defendant to prove that the employment agreement Ex.P2 filed by the plaintiff in C.S.No.350 of 2017 is not a valid document. Once he accepted the said document and signature over the same and even after knowing very well that the plaintiffs have stopped the payment, he has not challenged the said agreement.



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16. (v) The defendant has signed in the agreement and received the payment till January 2017. Thereafter the defendant was terminated by the second plaintiff and the same was also intimated to the defendant through notice. Even after receiving notice, except sending reply, he has not taken any steps and he has filed the suit only for infringement. Therefore under the above facts and circumstances, the Ex.P2 agreement dated 07.09.2016 is a valid agreement and the defendant failed to prove that the agreement is not valid. Therefore these issues are answered in favour of the plaintiffs in C.S.No.350 of 2017.

17. Issue No.2, in Tr.C.S.No.467 of 2019 and Issue No.3 in C.S.No.350 of 2017 are one and the same and they are answered hereunder:

Issue No.2 in Tr.C.S.No.467 of 2019 is as follows:

ii. Whether the defendants 1 and 2 have infringed plaintiff's copyright in relation to the original literary work by adopting it in making and telecasting the T.V.Serial "Nandini"?



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Issue no.3 in C.S.No.350 of 2017 is as follows:

iii. Whether the second plaintiff has infringed the copyrights of the defendant by unlawfully using the original literary works of the story of the serial titles as :Nandini”?

17. (i) There were no pleadings regarding fraud, undue influence and misrepresentation by the defendant in the suit in Tr.C.S.No.467 of 2019. The defendant in C.S.No.350 of 2017 himself admitted that he has signed in the Ex.P2 agreement and he has admitted that he received the payment from November 2016 to January 2017 from the plaintiffs. The plaintiff stopped the payment from February 2017. If at all, any claim of fraud or undue influence, the same should be pleaded in the plaint under Order VI Rule 4 of C.P.C., and there must be a specific pleadings either in the plaint or in the written statement. But, in the present case the defendant neither in the plaint in Tr.C.S.No.467 of 2019 nor in the



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written statement filed in C.S.No.350 of 2017 pleaded the fraud or undue influence with regard to Ex.P2. The defendant himself received the payment as per the agreement from November 2016 to January 2017 and therefore it is clear that the Ex.P2 agreement was acted upon. Further till now, the defendant has not challenged the said agreement, in which it is clearly stated that the plaintiffs are the owner of the story and he admitted the signature in the Employment Agreement. He has not proved the fraud, undue influence and misrepresentation committed by the plaintiffs except stating that the contents of the agreement are in English and he does not know read and write English. Therefore the defendant in C.S.No.350 of 2017 has not proved the infringement of the copyright of the story 'Nandini' Hence, the issue No.3 in C.S.No.350 of 2017 is answered against the defendant.

18. Issue No.3 in Tr.C.S.No.467 of 2019

Whether the first defendant is the exclusive owner of the story, copyright and permanent right over the serial “Nandini” telecasted



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through the second defendant”.

18.(i) The first defendant in Tr.C.S.No.467 of 2019 is the second plaintiff in C.S.No.350 of 2017.

18.(ii) It is the case of the plaintiffs in C.S.No.350 of 2017 that the first plaintiff is engaged in production of films and the second plaintiff is a film director and the managing director of the first plaintiff company. The second plaintiff is a well known film director in all Southern Film Industry. The defendant approached the second plaintiff and requested to support him by absorbing him in all his productions. Hence the second plaintiff offered him an opportunity to take part in a small pre-production works in his movies. Due to massive success of the second plaintiff movies, the horror tele-serial “Nandini” attracted huge and coverable TRP ratings and the second plaintiff become most famous in the south Indian films. The second plaintiff, after writing the main story of the aforesaid teleserial 'Nandini', appointed one Mr.Venkataraghavan as a screenplay writer for the said teleserial and also appointed the defendant



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as technician in a proposed teleserial.

18.(iii) As per the Ex.P2, the first plaintiff engaged the defendant as a technician to perform as a screenplay consultant for the proposed teleserial tentatively titled 'DEVASENA'. Later, the same has been titled as 'Nandini' in Tamil and other languages and the defendant, as a technician, should perform his services as the screenplay consultant as per professional standards and to the satisfaction of the first plaintiff.

18.(iv) There is a specific clause in the Ex.P2 agreement that the story has been written by the second plaintiff and the first plaintiff owns all the rights over the same. While performing the work as screenplay consultant, the first plaintiff received lot of complaints about the defendant from the said Mr.Venkataraghavan, screenplay writer who has also insisted that there is no useful creative contribution from the defendant. Consequently, the first plaintiff decided to terminate the services of the defendant. The defendant had requested the second



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plaintiff not to terminate him and the second plaintiff agreed the said request of the defendant. When the second plaintiff came to know that the defendant started spreading rumours as if he was the author of the teleserial 'Nandini', he issued a legal notice dated 25.03.2017 to the defendant in this regard. The defendant has not denied the agreement entered into with the first plaintiff.

18.(v) It is not in dispute that the first plaintiff entered into an agreement with the defendant on 07.09.2016, wherein, it is clearly stated that the story of the Tele-serial "Nandini" was written by the second plaintiff, who is the managing director of the first plaintiff Company and has all the rights over the story. The defendant has also signed in the abovesaid agreement. Further, the defendant has not produced any material to show that he is the author of the story of the teleserial "Nandini" except Ex.D6, which is a hand written portions in the Diary. Therefore, from the oral and documentary evidence, the plaintiffs in C.S.No.350 of 2017 have proved that the second plaintiff is the owner of



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the story of the said serial and he has got exclusive right over the same and the issue is answered accordingly and consequently the issue no.vi in Tr.C.S.No.467 of 2019 is answered against the defendant in C.S.No.350 of 2017.

19. Issue No.2 in C.S.No.350 of 2017

Whether the plaintiffs are entitled for a permanent injunction restraining the defendants from in any way tarnishing the image of the plaintiff by diffusion of false, malicious and mischievous information about the plaintiffs through media such as Whatsapp, Facebook, YouTube, Printing etc.,?

In view of the answer in Issue No.3 in Tr.C.S.No.467 of 2019, wherein it is decided that the plaintiffs have proved that the second plaintiff is the owner of the story of the said serial and he has got exclusive right over the same, the plaintiffs are entitled to the relief of permanent injunction restraining the defendants from in any way tarnishing the image of the plaintiffs by diffusion of false, malicious and



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mischievous information about the plaintiffs through media. Accordingly the issue is answered in favour of the plaintiffs.

20. Issue No.1 in C.S.No.350 of 2017

i. Whether the plaintiffs are entitled for compensation, at the hands of the defendant, for a sum of Rs.50 lakhs, for having spoiled their name, image and reputation?

The plaintiffs and the defendant stated that P.Ws.1 to 3 were also worked along with the plaintiffs and the defendant in the said serial. From the evidence of P.W.s 2 and 3 it is seen that the defendant was terminated from his service from the serial and later on sympathy ground, the plaintiffs allotted work to the defendant. The second plaintiff has also made payments to the defendant from November 2016 to February 2017. From the evidence of P.Ws.2 and 3 and the evidence of the defendant, this Court finds that the plaintiff is entitled to only for permanent injunction as sought for in the plaint, but, however, considering the facts and circumstances of the case, the plaintiffs are not entitled to any



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compensation as sought for in the plaint. Issue No.1 in C.S.No.350 of 2017 is answered accordingly.

21. Under the above facts and circumstances, the Civil Suit in C.S.No.350 of 2017 is partly allowed. Tr.C.S.No.467 of 2019 is dismissed. The respective parties are directed to bear their own costs. Consequently, connected applications are closed.

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Plaintiff's witness: P.W.1 – Mr.R.Bhadri Narayanan

P.W.2 – Mr.V.V.Venkatesh

P.W.3 – Mr.A.Anburaj

Defendants' witness: D.W.1 – Mr.N.Velmurugan

Documents exhibited by the plaintiff:

SNo	Exhibit	Date	Description of the document
1	Ex.P1	27.03.2017	Authorisation by the first plaintiff Company
2	Ex.P2	07.09.2016	Employment Agreement between the first plaintiff and the defendant
3	Ex.P3	24.04.2017 28.03.2017	Print out of Face book video of the defendant which was again reloaded on 24.04.2017 dated 28.03.2017 along with CD
4	Ex.P4	13.04.2017	Printout of Interview by the Defendant in Red Pix (You Tube Channel) along with CD dated 13.04.2017
5	Ex.P5	17.04.2017	Printout of Interview by the Defendant in India Glitz (You Tube Channel) along with CD dated 17.04.2017
6	Ex.P6	17.04.2017	Printout of Interview by the Defendant in One India (You Tube Channel) along with CD dated 17.04.2017
7	Ex.P7	25.03.2017	Legal notice by the second plaintiff
8	Ex.P8	10.04.2017	Reply notice by the defendant



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9	Ex.P9	25.03.2017	Legal notice by the second plaintiff
10	Ex.P10	10.04.2017	Reply notice by the defendant

Documents exhibited by the Defendant:

SNo	Exhibit	Date	Description of the document
1	Ex.D1	12.09.2023	Page No.17 and 18 of conversation between the defendant and Bhadrinarayanan marked through cross examination of P.W.1
2	Ex.D2	19.09.2023	Page Nos.3 to 12 of conversation between the defendant and Venkatraghavan marked through cross examination of P.W.2
3	Ex.D3	21.09.2023	Page No.1 and 2 of conversation between the defendant and Producer Anburajan marked through cross examination of P.W.3
4	Ex.D4	-	Xerox copy of the plaint in Tr.C.S.No.467 of 2019
5	Ex.D5	-	P.No.13 to 16 of Transcript of the audio file in the CD of Mr.Rajkapur marked through chief examination of D.W.1
6	Ex.D6	-	Hand written transcript of the story by the defendant
7	Ex.D7	November 2016 to February 2017	Bank passbook containing relevant entries from November 2016 to February 2017



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8	Ex.D8	-	Break down one line order with hand written manuscript
9	Ex.D9	16.12.2014	Web copy of the order of appointment of Advocate Commissioner in I.A.No.14621 of 2014 in O.S.No.5409 of 2014 with regard to “Aayeram Jenmangal”, (under Section 65 B affidavit of the Indian Evidence Act filed and recorded)
10	Ex.D10	26.01.2016	News with regard to advocate commissioner report published in DTNext dated 26.01.2016
11	Ex.D11	05.02.2016	Web copy of the judgment made in O.S.No.5409 of 2014 (under Section 65 B affidavit of the Indian Evidence Act filed and recorded]
12	M.O.1		Audio filed of telephonic conversation with Mr.Rajkapur Director, Anburaj, Badri Narayanan and Venkataraghavan (under Section 65 affidavit of the Indian Evidence Act filed and recorded]

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P.VELMURUGAN, J.

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**C.S.No.350 of 2017 &
Tr.C.S.No.467 of 2019
& O.A.No.472 of 2017**

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