

This is an application taken out by the plaintiff in the above suit under Order 12 Rule 6 of the Code, praying for a judgment and decree in

terms of the admission made by the defendant.

2. Heard Mr.T.N.Rajagopalan, learned counsel for the Applicant/Plaintiff and Mr.R.Srinivas, learned counsel for the Respondent/Defendant.

3. The plaintiff has filed the above suit praying for a decree (a) directing the defendant to pay a sum of Rs.1,35,00,000/- together with interest at 25% per annum from the date of the plaint; (b) a permanent injunction restraining the defendant from releasing two Tamil feature films titled "Vanavarayan Vallavarayan" and "49-O" unless and until the amount claimed in the suit is paid.

4. The case of the plaintiff as disclosed in the plaint is that they started producing a Tamil feature film titled 'Iruvar Ullam' (colour); that the plaintiff spent Rs.2,10,00,000/- and completed 75% of the production; that for want of funds and due to other pre-occupations, the plaintiff could not complete the production of the remaining portion; that therefore, the plaintiff transferred the entire ownership of the said feature film including its copyright to the defendant under an agreement dated 5.4.2013 for a total consideration of Rs.2,10,00,000/-; that at the time of signing of the agreement, the defendant paid Rs.75,00,000/- to the plaintiff, agreeing and undertaking to pay the balance amount of Rs.1,35,00,000/- within a period of three months, irrespective of the release of the film; that after about an year, the defendant released an advertisement in the newspapers on 14.4.2014 that the audio release of the feature film 'Iruvar Ullam' would

happen soon; that however, the balance amount due to the plaintiff was not paid; that there was also no indication whether the production was completed or not; that however, the defendant produced two other feature films by name "Vanavarayan Vallavarayan" and "49-O" and indicated through advertisements that those films will be released in August 2014; that the failure of the defendant to release the film 'Iruvar Ullam' and their attempt to release other two films was a complete breach of the agreement; and that therefore, the defendant was obliged to pay the money due under the agreement.

5. The defendant has not so far filed a written statement. But several Interlocutory Applications have been filed on both sides.

6. The plaintiff first filed two applications in O.A.No.624 of 2014 and A.No.5052 of 2014 respectively for injunction and for furnishing security. In the counter affidavit filed in those applications, the respondent had given an undertaking to release the feature film 'Iruvar Ullam' as per the agreement, before Divali of 2014 and Pongal of 2015. On the basis of the affidavit of undertaking, the application A.No.5052 of 2014 was disposed of on 21.8.2014.

7. However, the respondent filed an application subsequently, expressing inability to comply with the time schedule and seeking further time. In view of such statements, the plaintiff has come up with the above application under Order 12 Rule 6 of C.P.C., seeking judgment and decree on the basis of the admission.

8. Though it is clear from the affidavit of undertaking filed by the respondent that there was a clear admission on the part of the respondent to

V.RAMASUBRAMANIAN, J

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pay the balance amount of Rs.1,35,00,000/-, there is no admission or undertaking not to release the two films in question. Unless the negative rights of those films had been assigned by the respondent in favour of the plaintiff, the plaintiff cannot seek a decree of permanent injunction. But in so far as the first prayer made in the suit is concerned, there is a clear admission in the affidavit of undertaking filed by the respondent. Therefore, I am of the considered view that the plaintiff is entitled to a decree only for payment of money and not for the permanent injunction.

9. That takes me to the next question as to whether the plaintiff is entitled to interest. The agreement dated 5.4.2013 does not contain any stipulation about payment of interest. Therefore, except what is provided by the Civil Procedure Code, I cannot order anything else.

10. In view of the above, this application is allowed granting a decree in favour of the Applicant/Plaintiff directing the defendant to pay a sum of Rs.1,35,00,000/- together with interest at 6% per annum from the date of this judgment. The prayer for permanent injunction stands rejected.

17.6.2015

Index:Yes/No

Internet:Yes/No

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A.No.2099 of 2015 in

C.S.Nos.520 of 2014