

IN THE HIGH COURT OF JUDICATURE AT MADRAS
RESERVED ON :10.07.2017
PRONOUNCED ON : 23.10.2017

CORAM:

THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN
Crl.OP No.5722 of 2011
and
M.P.No.1 of 2011

B.Ganesh Babu

..

Petitioner

Vs

1.M/s.Sun TV Network Ltd
Rep by its Manager (Programming)
Mr.L.Jotheeshwaran

..

Respondent

Prayer:- Criminal Original Petition filed under Section 482 Cr.P.C., to call for the records, of C.C.No.8861 of 2020 pending on the file of XI Metropolitan Magistrate Court, Saidapet, Chennai and quash the same.

For Petitioner :Mr.P.R.Raman
For respondent :No appearance

ORDER

This Criminal Original Petition has been filed under Section 482 of Cr.P.C., to call for the records, of C.C.No.8861 of 2020 pending on the file of XI Metropolitan Magistrate Court, Saidapet, Chennai and quash the same.

2. The petitioner is arrayed as first accused in a private complaint filed by the 1st respondent before the Court of XI Metropolitan Magistrate, Saidapet, Chennai taken on file as C.C.No.8861 of 2010 for the alleged offences under Section 420 I.P.C r/w sections 51,63 and 69 of the Copyright Act 1957.

3. According to the petitioner, he is the producer and exclusive copyright holder of the cinematography film titled as "ANJANEYALU" (telugu-colour) starring Ravi Teja, Nayantara and others. By assignment agreement dated 15.05.2009, the petitioner herein has assigned to the 1st respondent the exclusive copyright in respect of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith for the purpose of Broadcast alone.

4. It is further averred that to the said agreement, dated 15.05.2009, the broadcast right alone was assigned to the first respondent. The VCD and DVD rights were vested with the petitioner and those rights were never transferred to the 1st respondent. By suppressing these facts, the 1st respondent has preferred an alleged complaint against the petitioner herein for transferring the VCD and DVD rights to the second respondent herein on 29.08.2009 and trial Court has taken the complaint on file and issued process. Aggrieved by the taking on file of the private complaint in C.C.No.8861 of 2010 by the Metropolitan Magistrate, Saidapet, Chennai and issuance of process, the petitioner has preferred the present quash petition to quash the C.C.No.8861 of 2010 pending on the file of the XI Metropolitan Magistrate, Saidapet, Chennai.

5. The learned senior counsel appearing for the petitioner has submitted that the complainant is not the exclusive assignee of all copyrights associated with the Cinematograph film 'Anjaneyulu (Telugu) as can be seen from a bare reading of the agreement dated 15.05.2009 between the petitioner and the first respondent. The VCD and DVD rights have not been specifically assigned and on the other hand the Clause No.17 contemplates the assignment of DVD and VCD rights by the petitioner to the third parties. The complaint averment that the first respondent has absolutely assigned his right to make VCD and DVD to the said film being diametrically opposite to the agreement dated 15.05.2009, no process can be issued since no case of copyright agreement has been made out against the petitioner and submitted that the interpretation of the clause contended in agreement will go to show that the complainant has not made out taken cognizable offence and seeks the quashment of C.C.8861 of 2010.

6. The respondent/complainant is absent though he was served and his name is printed in the cause list.

7. Heard both sides and perused records.

8. After perusing the records and also the terms assignment of agreement dated 15.05.2009 entered between the parties and the relevant clause containing therein and after perusing clause 13 of the said deed 13 and 17, this Court has directed the Senior Advocate appearing for the petitioner to produce the supplementary agreement dated 8.8.2009 alleged to said to have been between the parties. Pursuant to the such direction a copy of the supplementary agreement entered between the parties at Chennai dated 8.8.2009 was produced and the sum and substance of the supplementary agreement between the parties goes to show that the time schedule to the agreement has been extended from 15.05.2009 to 12.08.2010 and certain money

transaction between the parties are also been mentioned therein. After going through the agreement and also the clause contended in the first of assignment dated 5.5.2009, I am of the considered view that the interpretation of the clause between the two parties regarding the assignment of copyright necessary evidence to be let in before the trial Court, in order to decide the dispute whether DVD & VCD rights have been assigned or not? and also in their related clause contended in the first agreement which is purely a fact-in-issue which can be gone into only by letting in evidence and the subjecting the witness to the cross examination and hence, it is a matter for trial between the parties and in this view of the matter, I am of the considered view that quashment at this stage cannot be entertained as it is a fact in issue to be decided based upon the evidence and hence, this Criminal Original Petition is devoid of merits as a same can be determined only at the time of the trial.

9. In the result, this Criminal Original Petition is dismissed. Consequently, connected Miscellaneous Petition is closed.

/sd/

Assistant Registrar

/True Copy/

Sub Assistant Registrar

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To

The Section Officer,
Criminal Section, High Court, Madras

Crl.OP No.5722 of 2011 and
M.P.No.1 of 2011

MD: 10/11/2017

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