

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on : 24.02.2017

Judgment Pronounced on: 08.03.2017

Coram:

The Hon'ble Mr. Justice N.SATHISHKUMAR

Civil Suit Nos.483 of 2012 and 402 of 2011

M.V.R.S.PrasadPlaintiff in C.S.No.483 of 2012

Versus

1. Sun TV Network Ltd.,
Murasoli Maran Tower,
73, MRC Nagar Main Road,
MRC Nagar, Chennai 600 028.
..1st Defendant in C.S.483/2012
and Plaintiff in C.S.402/2011.
2. C.Romesh Babu,
Proprietor, Ekaveera Creations,
No.1/7, Masilamani Street,
3rd Floor, T.Nagar, Chennai 600 017.
. 2nd Defendant in both suits.
3. Sakthi Chidambaram,
Proprietor, Cinema Paradise,
No.108, Durairasan Street,
First Floor, Saligramam,
Chennai-600 093. . . 3rd Defendant in C.S.483/2012 &
1st Defendant in C.S.402/2011.
4. Prasad Film Laboratories,
rep. by its Proprietor Prasad
Productions Pvt. Ltd., rep. by
its Business Head, No.58,
Arunachalam Road,
Saligramam, Chennai-600 093. . . 4th Defendant in
C.S.483/2012 & 3rd Defendant in
C.S.402/2011.
4. Raj Television Network Limited rep.
by its Director Mr.M.Raveendran,
No.32, Poes Road II Street,
Teynampet, Chennai-600 018.
.. 4th Defendant in C.S.402/2011
(4th defendant impleaded as per order
dated 8.11.2012 in A.No.990,991 & 992/2012).

The suit in C.S.No.483/2012 has been filed under Order

IV Rule 1 of O.S. Rules Read with Order VII Rule 1 of Code of Civil Procedure, for the relief of permanent injunction restraining the 1st Defendant, its agents and servants, any person and every person claiming through it or under it from in any manner exhibiting exploiting and / or distributing the Tamil feature film "Kavalan" starring Vijay and Asin and others in it's Television Network or in any other Television Network, Direct Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and/ or in any form of satellite telecasting or broadcasting by means of wireless diffusion and communication to the public all over the world and for costs of the suit.

The suit in C.S.No.402/2011 has been filed for the relief of permanent injunction restraining the defendants their men and agents or servants or anybody claiming through or under them from in any manner interfering with the rights of the plaintiff in the copyright of the film "KAVALAN" regarding 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 including exhibition of the said picture by means of wireless diffusion and by wire for communication to the public through television for the entire world and to award costs of the suit.

C.S.No.483 of 2012

For Plaintiff .. Mr.V.Raghavachari

For Defendants .. Ms.M.Sneha for D1
 Mr.PL.Narayanan for D2
 No Appearance for D3 and D4.

C.S.No.402 of 2011

For Plaintiff .. Ms.M.Sneha
 For Defendants .. Mr.PL.Narayanan for D2.
 No Appearance for D1.

COMMON JUDGMENT

The suit in C.S.No.483 of 2012 has been filed by M.V.R.S.Prasad, for a permanent injunction restraining the 1st Defendant from in any manner exhibiting exploiting and/or distributing the Tamil feature film "Kavalan" starring Vijay and Asin and others in it's Television Network or in any other Television Network, Direct Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and/ or in any form of satellite telecasting or broadcasting by means of wireless diffusion and communication to the public all over the world; and (ii) for costs of the suit.

The suit in C.S.No.402/2011 has been filed by Sun TV Network Limited, (a) for a permanent injunction restraining the defendants from in any manner interfering with the rights of the plaintiff in the copyright of the film "KAVALAN" regarding 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 including exhibition of the said picture by means of wireless diffusion and by wire for communication to the public through television for the entire world; and (b) to award costs of the suit.

2. Brief facts of the plaintiff's case are as follows:- M.V.R.S.Prasad, the plaintiff in C.S.No.483 of 2012 is the Cinema Financier at all material times and C.Romesh Babu, Proprietor, Ekaveera Creations, the second defendant is a Tamil Film Producer at all material times, who produced the suit film "Kaavalan". The second defendant, sought for financial assistance from the plaintiff and borrowed a very heavy sums of money from time to time creating charge over the copyright in respect of territories in which the suit film was to be exploited. Prasad Film Laboratories, the 4th defendant is the Laboratory which processed the suit film. As per the trade practices, as early as on 06.03.2010 the second defendant created a letter of charge in favour of the plaintiff which was confirmed by the 4th defendant, in respect of territories in which the suit film was to be exploited. On 12.12.2010, a request was made by the second Defendant for issuance of letter of permission to the 4th defendant for assignment of the copyright in the suit film for satellite

territory, in favour of the 1st defendant. The plaintiff has issued a letter permission dated 12.12.2010 to the fourth defendant. The 4th defendant, in response to the second defendant's letter dated 13.02.2010 wrote to the first defendant confirming the finance charge over the negatives and other rights in respect of the suit film subject to which, the fourth defendant recorded the assignment of satellite rights in favour of the first defendant.

3. It is the age-old trade practice film parlance and trade that without the issuance of no objection letter from the laboratory letter holder or the charge holder, the laboratory will not release the other part with the negatives both sound and picture or any other peripherals of a film processed in the laboratory to any other party or parties. Interim application for payment out has been filed by the first defendant/plaintiff in C.S.No.402 of 2011. There is no privity of contract between the plaintiff and the third defendant. The plaintiff is a charge holder for the suit film in respect of various territories including satellite territory in respect of which the plaintiff is holding clear and categorical letters issued by the producer and borrower i.e. the second defendant, the suit film processing laboratory i.e., the fourth defendant and the alleged purchaser of the copyright in the suit film for

the territory of satellite Telecasting and Broadcasting i.e. the first defendant.

4. The second defendant was confronted with several litigations before the general release of the suit film and complying with the directions of this Court issued in suits and applications and paid major portion of the plaintiff's dues, but did not pay the entire dues as he negotiated and reached an amicable settlement with the plaintiff assuring further payment. The interim order passed by this Court on 12.01.2011 in O.A.No.35 of 2011 in C.S.No.21 of 2011 and batch of cases prior to the release of the film was a conditional order, which stipulated the payment of money to the plaintiff as well as to the charge holder namely the processing laboratory/4th defendant or getting into an arrangement with the plaintiff and the 4th defendant. It was on the request of the producer of the film, the plaintiff agreed to receive payment from the 1st defendant while permitting the film to be released out of the laboratory for the general release of the film during the Pongal festivals. The 1st defendant thereafter paid a sum of Rs.2,32,50,000/- through the Bank of 2nd defendant after deducting the TDS. An amount of Rs.2,47,50,000/- was also released by the first defendant in favour of the third defendant. Thereafter, the balance amount of Rs.2,32,50,000/- was transferred from the account of the

3rd defendant to the account of the 2nd defendant, which in turn was transferred in to the account of the plaintiff.

5. It is alleged that at no point of time, the 4th defendant refused to release the suit film prints to the first defendant. The fourth defendant is always maintain their stand that upon getting no objection certificate from the plaintiff, they would willingly and immediately release the prints of the suit film to the first defendant. It is submitted that the 1st defendant has given wrongful information that the 4th defendant has refused to release the prints because of the dispute between the 2nd and 3rd defendant. It is the case of plaintiff that the plaintiff has advanced a sum of Rs.9,75,00,000/- with interest @ 24% p.a. and the interest payable on the date of filing of suit was Rs.1,29,04,000/-. The second defendant has paid a sum of Rs.8,56,64,000/- before release of film on 15.01.2011 and the balance due payable as on 31.01.2011 is Rs.2,47,40,000/- along with interest @ 24% p.a. from February 2011. There was balance sum of Rs.2,50,00,000/- payable by Sun TV Network/the first defendant in respect of the sale consideration of the satellite rights of the suit film and admittedly there was an outstanding of Rs.2,47,40,000/- to the plaintiff in respect of funding of the above film and the interest due alone is Rs.1,13,80,400/-.

6. The third defendant filed O.S.A.No.424 of 2012 and in M.P.No.1 of 2012 by order dated 01.12.2012 the plaintiff was permitted to withdraw a sum of Rs.2,42,05,500/- and the plaintiff has withdrawn the said amount on 18.12.2012. Since the first defendant has deposited the balance consideration money and since the plaintiff has withdrawn a sum of Rs.2,42,05,500/-, the plaintiff prays that the suit may be decreed as prayed for by the first defendant in C.S.No.402 of 2011, granting permanent injunction with the modification that the permanent injunction in favour of the Sun T.V. would come into force in the event of the plaintiff being unable to retain the monies withdrawn from the Court. Since the plaintiff's charge and lien over the copyright in the suit film for the satellite territory will get received, the plaintiff prays that the suit may be disposed of suitably modifying the relief that the plaintiff need not pay any court fees as a suit for recovery of money is not necessary in the light of the lab letter in his favour and also holding that the plaintiff is not liable to redeposit the monies received from this Court during the pendency of this suit.

7. It is the case of the first defendant/ plaintiff in C.S.No.402 of 2011 that the Tamil movie 'Kavalan' starring Vijay, Asin and others directed by Siddique was produced by

Romesh Babu, the Proprietor of Ekaveera Creations the

second defendant herein. The said Romesh Babu by an irrevocable letter of arrangement sold the first copy right of the said picture to Mr.Sakthi Chidambaram of Cinema Paradise, the first defendant herein, and received an amount of Rupees Ten Crores. In the said letter of arrangement it has been categorically stated that the said sale is irrevocable and the producer agrees to oblige coordinate and facilitate the buyer in all manner to conclude the business. The first defendant having become the owner of the copyright of the said film 'Kavalan', the plaintiff entered into an agreement dated 27.11.2010 with the first Defendant for the exclusive Copyright of the said film 'Kavalan'. As per the agreement the first defendant agreed to assign the exclusive copyright of the said film to the plaintiff for a consideration of Rs.5,50,00,000/- and a sum of Rs.2,75,00,000/- was paid to the first defendant on the date of the agreement and the balance amount of Rs.2,75,00,000/- would be paid one day prior to the date of general theatrical release subject to handing over the duly confirmed lab letter by the concerned lab in favour of the "Assignee" along with the Censor Certificate of the said film duly certified by the Central Board of Film Certification, Government of India as fit for "Unrestricted Public Exhibition". The agreement also stipulates various other terms and conditions. Since the second defendant has also signed in the said agreement as a

witness, the said agreement assigning the copyright of the suit film to the plaintiff by the second defendant was entered into. Therefore, the first and second defendants have no dispute with respect to the assignment of the copy right of the suit film to the plaintiff.

8. While being so, various disputes arose between the first and second defendants and various other parties with respect to the same subject matter by way of C.S.No.36 of 2011 and this Court by its order dated 09.02.2011 disposed of the Original Applications. Even though there were several litigations before this Court the first and second defendants or any other persons have not disputed the plaintiff's exclusive copyright of the suit film. The third defendant had caused a letter dated 13.12.2010 stating that the second defendant had assigned the copyright and also M.V.R.S. Prasad, the finance charge holder has also given a no objection letter for the assignment of the copyright of the said film to the plaintiff. It had also undertook to make available the negatives of the said film 'Kavalan' to the plaintiff but subject to the clearance of all their laboratory under production dues and clearance of advance amount due to them in respect of the suit film and also clearance letter from M.V.R.S. Prasad, the finance charge holder on the negatives and other rights of the suit film.

It had also affirmed that it holds the first and paramount

charge and possessory lien over the negatives and positive prints etc. of the suit film towards collection of lab dues. The first defendant by his letter dated 27.12.2010 requested the plaintiff to pay the balance sum of Rs.2,75,00,000/- in favour of M/s. Raj TV Net Work Limited. The plaintiff by its reply dated 28.12.2010 agreed to pay the balance sum of Rs.2,75,00,000/- in favour of M/s. Raj TV Net Work Limited subject to the theatrical release of the film and after the first defendant complying all the terms and conditions of the assignment agreement dated 27.11.2010.

9. In the meanwhile, the first defendant by a letter dated 24.01.2011 had requested the plaintiff to desist from making the balance sale consideration since copyright suits were filed and pending before this Court. Meanwhile, Raj TV Network Limited had issued a notice dated 09.03.2011 claiming that both the defendants owe them a sum of Rs.6 Crores, citing the orders of this Court in the interim Application filed in C.S.No.53 of 2011 directed to pay the balance amount to them. The second defendant all of a sudden by a letter dated 4.3.2011 requested the plaintiff to pay a sum of Rs.1,05,00,000/- to M/s. Global Information Private Limited and by another letter dated 21.3.2011 requested the plaintiff to pay a sum of Rs.49 lakhs directly to M.S.Anand Cine Service. The second defendant

on 18.05.2011 citing the orders of this Court in C.S.No.56 of 2011, had requested the plaintiff to make payment to him since the first defendant has no legal rights whatsoever to execute and assign copyright in the suit film. It is pertinent to state that the plaintiff was not at all made a party to any of the earlier proceedings. Till date there is no dispute with respect to the plaintiff's absolute copyright of the film either by the defendants or by any other person. The plaintiff was always ready and willing to pay the sale consideration of Rs.2,75,00,000/-. Furthermore, the plaintiff has deposited the said balance consideration before this Court as per the direction of this Court.

10. While being so, in view of the disputes between the defendants themselves with regard to payment, the third defendant has refused to hand over the negatives and positive prints of the suit film 'Kavalan' to the plaintiff and insisted the plaintiff to clear all the dues regarding the laboratory under production charges by paying the balance amount due to the second defendant. Due to the said act of the third defendant the plaintiff is unable to exercise its right completely over the copyright of the said movie "KAVALAN". Hence, the plaintiff prays for a permanent injunction restraining the defendants from in any manner interfering with the rights of the plaintiff in the copyright of the film "KAVALAN" regarding 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 including exhibition of the suit film by means of wireless diffusion and by wire for communication to the public through television broadcast for the entire world.

11. In the meanwhile, the financier MVRS Prasad has also moved an application to withdraw the balance sale consideration deposited by the plaintiff and this Court has permitted to withdraw the same and the same was also confirmed in the OSA. After the withdrawal of the amount from the Court deposit, the said MVRS Prasad categorically admits that the plaintiff's rights over the suit film and decided not to press the prayer in C.S.No.483 of 2012 against the plaintiff and hence the plaintiff herein, the first defendant in C.S.No.483 of 2012 did not file written statement in the said suit.

12. The issues remain to be decided in this case as per the submissions of both contesting parties is:

1. Whether the plaintiff should be discharged from his undertaking given to this Court to pay the court fees on a sum of Rs.2,42,05,500/- and to redeposit the sum of Rs.2,42,05,500/- to the credit of the above suit

with 12% interest from the date of withdrawal of the said sum of Rs.2,42,05,500/- from this Hon'ble Court?

2. Whether the plaintiff is entitled for permanent injunction as prayed for?

13. The plaintiff in C.S.No.483 of 2012 examined himself as P.W.1 and marked 11 documents as Exhibits P1 to P11. Ex.P1 is the photo copy of the letter dated 5.3.2010 issued by the second defendant to the plaintiff. Ex.P2 is the photo copy of the letter dated 6.3.2010 issued by the fourth defendant to the second defendant, which would clearly show that the second defendant has acknowledged the receipt of the amount and agreed to receive the balance consideration in respect of the suit film 'Kavalan'. Ex.P3 is the photo copy of Statement of Account dated 12.11.2010 of the fourth defendant, which shows that one Sakthi Chidambaram has assigned the copyright of the suit film 'Kavalan' to the plaintiff herein. Ex.P4 is the photo copy of the letter dated 12.12.2010 issued by the plaintiff in favour of the fourth defendant intimating about the assignment. Ex.P5 is the photo copy of the letter dated 13.12.2010 issued by the fourth defendant to the first defendant with a copy to the second defendant intimating them to return the negatives of the Tamil picture "Kavalan" to the first defendant immediately after the transfer and to pay the dues payable to them. Ex.P6 is the photo copy of

the letter 10.01.2011 issued by the plaintiff to the first defendant to make a sum of Rs.2,75,00,000/- to be paid to the fourth defendant M/s. Prasad Film Laboratories. Ex.P7 is the photo copy of the letter dated 31.01.2011 by the plaintiff to the second defendant requesting the second defendant to pay the amount of Rs.2,47,40,000/- to the plaintiff Ex.P8 is the photo copy of the plaint in C.S.No.402 of 2011 filed by the first defendant. Ex.P.9 is the photo copy of the Application No.2704 of 2011 in C.S.No.402 of 2011 filed by the first defendant. Ex.P10 is the certified copy of the telegraphic notice dated 01.05.2012 issued by the plaintiff to the first defendant. Ex.P11 is the certified copy of the order dated 7.12.2012 passed by the Division Bench of this Court in M.P.No.1 of 2012 in OSA No.424 of 2012.

14. The contesting defendant examined himself as D.W.1 and marked Ex.D1, order of this Court passed in O.A.No.505 of 2011 and A.Nos. 4508 of 2011 and 2517 of 2012 in C.S.No.402 of 2011 and O.A.No.588 of 2012 and 4170 of 2012 in C.S.No.483 of 2012, dated 26.11.2012. The other defendants set ex parte except the first defendant who is the plaintiff in C.S.No.402 of 2011.

15. Learned counsel appearing for the first defendant

in C.S.No.483 of 2012 submitted that in cinema trade

practices, the financier do not go to the Court and recover money since the development allegedly that they held. According to him, he held a letter dated 13.12.2010 issued by the fourth defendant. Based on that he has filed a suit for permanent injunction.

16. Since the other defendants have not filed any written statement and remain ex parte as there is no defence in the suit, and since the first defendant has already deposited the amount and the amount has also been released in favour of the plaintiff, as per the orders of the Division Bench of this Court on an undertaking executed by the plaintiff, the relief has become infructuous. Since the film has already been released and the Sun TV has telecasted the movie in several times, the plaintiff in C.S.No.483 of 2012 need not pay any court fee on a sum of Rs.2,42,05,500/- deposited by the first defendant in the application stage and the plaintiff need not redeposit any amount.

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17. Learned counsel appearing for the plaintiff in C.S.No.402 of 2011 would submit that the plaintiff has become copyright holder since the first defendant is the plaintiff in C.S.No.483 of 2012, second defendant in the suit in C.S.No.402 of 2011 has also no objection for decreeing the suit and since the others also remain ex

parte.

18. In the light of the above submissions now, the only issue revolves around between the parties is as to whether the plaintiff in C.S.No. 483 of 2012 is to be discharged from his undertaking to pay the Court fee in the event of the direction by this Court.

19. From the order passed by this Court in A.No.4170 of 2012 in C.S.No.483 of 2012, after a detailed discussion, in para 48 of the order, a Division Bench of this Court has taken into consideration of the deposit made by the Sun TV Network an amount of 2,75,00,000/-, the Application filed by the Applicant/Plaintiff in A.No.4508 of 2011 in C.S.No.402 of 2011 for permission to withdraw a sum of Rs.2,42,05,500/- has been allowed and finally vacated the interim order passed by this Court in O.A.No.588 of 2012 on release of a sum of Rs.2,42,05,500/- by this Court and dismissed A.No.4170 of 2012 in C.S.No.483 of 2012 filed by the first defendant for vacation of interim injunction, as having been rendered infructuous. In view of the admission by the first defendant in C.S.No.402 of 2011 that the Plaintiff in C.S.No.402 of 2011 has deposited the full consideration amount in terms of the agreement, and that the amount is due and payable to the plaintiff in

C.S.No.483 of 2012, A.No.2517 of 2012 in C.S.No.402 of 2011

has been dismissed. In O.A.No.505 of 2011 in C.S.No.402 of 2011 the injunction granted in favour of the first defendant in C.S.No.402 of 2011 has been made absolute. As against the above order, the appeal filed in OSA No.424 of 2012, a Division Bench of this Court in its order dated 07.12.2012 has directed the first respondent in the above appeal i.e., plaintiff in C.S.No.483 of 2012 to file an undertaking agreeing to re-deposit the entire amount with interest at 12% in case the Court directs for payment of such court fee and permitting him to withdraw the amount. Based on the said directions the amount undertaking was also appears to have received by the plaintiff.

20. Now, it is the contention of the learned counsel for the contesting parties that the plaintiff in C.S.No.483 of 2012 has received the entire amount as there is no due whatsoever payable by the first defendant and in view of the interim order passed by this Court in O.A.No.505 of 2011 and A.Nos. 4508 of 2011 and 2517 of 2012 in C.S.No.402 of 2011 and O.A.No.588 of 2012 and 4170 of 2012 in C.S.No.483 of 2012, dated 26.11.2012, the suit itself has become infructuous and there is no cause of action for granting injunction. Taking into consideration the above submissions and also the subsequent development between the parties, the entire amount payable to the plaintiff in C.S.No.483 of 2012 is also deposited and

withdrawn by him. Having regard to the fact that other defendants have no objection and remain ex parte when the interim orders passed by this Court in the Applications for payment out holding that the relief of injunction has become infructuous, this Court is of the view that nothing survives for effective adjudication in this suit.

21. In consideration of the above correspondences and coupled with the orders passed by this Court, dated 26.11.2012, in O.A.No.505 of 2011 and A.Nos. 4508 of 2011 and 2517 of 2012 in C.S.No.402 of 2011 and O.A.No.588 of 2012 and 4170 of 2012 in C.S.No.483 of 2012, the above interim order passed in the application stage reaching finality between the parties, the same is also binding on the parties. The suit itself is for the limited relief of injunction. The first defendant was already assigned rights legally, the present suit is not maintainable for bare injunction. Since undertaking itself was given by the plaintiff on the basis of the direction given by the Division Bench to pay the Court Fee and redeposit the amount in case the court directs, this Court is of the view that the purpose of the filing of the suits in Cinema Industry to recover the amount when there is peculiar trade practices between the parties especially when the amount is released at the interim order stage itself and the amount has been withdrawn, there is no direction whatsoever required to be passed by this Court to pay Court Fee and

for repayment of money. Accordingly, this Court holds that the plaintiff is not entitled to permanent injunction as the suit itself has become infructuous. Accordingly, C.S.No.483 of 2012 stands dismissed. No costs.

C.S.No..402 of 2011

22. The plaintiff in C.S.No.402 of 2011 examined himself as P.W.1 and marked Exhibits P1 to P15. Exs. P1 to P10 are all Xerox Copies. Ex.P1 is the Original Board of Resolution dated 14.11.2011. Ex.P2 is the photo copy of Irrevocable Letter of Arrangement clearly show shows that the second defendant has acknowledged the receipt of the amount and agreed to receive the balance consideration in respect of the film 'Kavalan'. Ex.P3 is the photo copy of the Assignment Agreement dated 27.11.2010 entered into between the plaintiff and the first defendant shows that one Sakthi Chidambaram has assigned the copyright of the Movie 'Kavalan' to the plaintiff herein. Ex.P4 is the photo copy of the letter dated 13.12.2010 by the third defendant to the plaintiff intimating about the assignment. Ex.P5 is the photo copy of undated letter from the first defendant to the plaintiff to make a sum of Rs.2,75,00,000/- to be paid to the fourth defendant Raj TV.. Ex.P6 is the photo copy of the letter dated 27.12.2010 from the first defendant to the plaintiff requesting the plaintiff to pay the balance amount of Rs.2,75,00,000/- to one first defendant company. Ex.P7 is the photo copy of the reply

dated 28.12.2010 from the plaintiff to the first defendant shows that the plaintiff has agreed to pay the balance consideration of Rs.2,75,00,000/- to Raj TV Network Limited. Ex.P8 is the photo copy of the letter dated 10.01.2011 from M.Sathiya Rangaiah and Mr.M.V.R.S. Prasad to the plaintiff financier's acknowledgement for receipt of Rs.2,75,00,000/-. Ex.P9 is the photo copy of the letter dated 24.01.2011 from the first defendant to the plaintiff requesting them to desist from making balance consideration. Ex.P10 is the photo copy of the letter dated 04.03.2011 from the first defendant to the plaintiff to pay a sum of Rs.1,05,00,000/- to M/s. Global Information Private Limited on their behalf. Ex.P11 is the photo copy of the letter dated 09.03.2011 from Raj TV Network Limited to the plaintiff, requesting to make payment of Rs.2,75,00,000/-. Ex.P12 is the photo copy of the letter dated 21.03.2011 from the second defendant to the plaintiff requesting to pay Rs.49 lakhs to M/s. Anand Cine Service on behalf of the second defendant. Ex.P13 is the photo copy of the letter dated 18.05.2011 from the second defendant to the plaintiff requesting to make payment to Mr.Sakthi Chidambaram a sum of Rs.2,75,00,000/-. Ex.P14 is the photo copy of the complaint dated 07.06.2011 by the second defendant. Ex.P15 is the photo copy of the letter of undertaking dated 07.06.2011 from the first defendant to the plaintiff.

23. Perusing the above documents, it is seen that interim orders have been passed by a Division Bench of this Court in O.A.No.505 of 2011 and A.Nos. 4508 of 2011 and 2517 of 2012 in C.S.No.402 of 2011 and O.A.No.588 of 2012 and 4170 of 2012 in C.S.No.483 of 2012, dated 26.11.2012, wherein the Division Bench of this Court has clearly held that the plaintiff herein has been assigned satellite right as per the agreement entered into between them on 27.11.2010. The only contesting defendant also received the amount deposited in the Court in the above proceedings and the above orders passed in the Applications reached finality and binding on them.

24. The learned counsel appearing for the plaintiff in C.S.No.483 of 2012 also submitted that as the plaintiff has no objection in decreeing the suit in C.S.No.402 of 2011, in favour of the plaintiff. The other defendants remain exparte, in view of the orders passed by this Court in the Application stage and the matter between them reached finality. The amount admittedly due to one of the contesting parties also has been deposited and the amount has been withdrawn from the Court as discussed in the other suit. As the plaintiff has become copyright owner, he is entitled for a permanent injunction. Others have not even contested the matter.

25. The findings given by this Court clearly establish the fact that the first defendant/Cinema Paradise, owner of the copyright of the film 'Kavalan' has assigned the exclusive copyright of the film 'Kavalan' in favour of the plaintiff/Sun TV Network. The other defendants have not contested the matter, since the matter in dispute has already been covered in the orders passed by this Court dated 26.11.2012, in O.A.No.505 of 2011 and A.Nos. 4508 of 2011 and 2517 of 2012 in C.S.No.402 of 2011 and O.A.No.588 of 2012 and 4170 of 2012 in C.S.No.483 of 2012 and it has reached the finality by the order dated 7.12.2012 passed by the Division Bench of this Court in M.P.No.1 of 2012 in OSA No.424 of 2012. Taking into consideration of the evidence of P.W.1 and the pleadings in the plaint I am inclined to pass decree in favour of the plaintiff for a permanent injunction as prayed for. Accordingly, the suit is decreed as prayed for. No costs.

sd/.N.S.K.J

08.03.2017

//Certified to be a true copy//

Dated this the day of 2017

R.s/17.03.2017

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.