

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 16.03.2018

CORAM

THE HON'BLE MR.JUSTICE M.SUNDAR

C.S.Nos.168, 683 and 691 of 2006
and O.A.No.721 of 2006
and A.No.3959 of 2008

C.S.No.168 of 2006

M/s.7th Channel Communications,
represented by its Proprietor
Mr.Manicam Marayanan
No.121, Dr.Radhakrishnan Salai,
Mylapore, Chennai 600 004.

.. Plaintiff

Vs.

1.M/s.Roja Combines
Rep. by its Proprietor Mr.M.Kaja Mydeen,
No.4-A, 10th Avenue,
Ashok Nagar, Chennai - 600 083.

2.M/s.Sri Venkateswara Cine Enterprises,
rep. by its Proprietor Mr.D.Raj Varma
1307, Ground Floor,
No.65, Jubilee Hills, Hyderabad.

3.M/s.Sathiyaram Murthy Finance
39/6, Thanikachalam Road,
T.Nagar, Chennai 600 017.

4.M/s.S.S.Communications,
Plot No.8-2-469,
Road No.5, Banjara Hills,
Hyderabad 500 034.

5.Mr.V.R.S.Prasad,
11-A, Thiagaraya Road
T.Nagar, Chennai 600 017.

6.M/s.Prasad Film Laboratories
No.58, Arunachalam Road
Chennai 600 093.

.. Defendants

This Civil Suit is preferred, under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of Original Side Rules and Section 55 of the Copy Right Act, 1994 praying to

a) declaring that the plaintiff is the sole and absolute owner of the copy right pertaining to the Telegu Version of the Tamil Colour Film titled Vettaiyadu Vilayadu;

b) mandatory injunction, directing the sixth-defendant to deliver the prints of the Telegu Version of the Tamil Colour Film titled Vettaiyadu Vilayadu to the plaintiff;

c) grant permanent injunction, restraining the defendants 1 to 5 from infringing or interfering with the absolute copy right of the plaintiff over the Telugu Version of the Tamil Colour Film Vettaiyadu Vilayadu;

d) for costs of the suit and

e) such further relief or reliefs, as this Honourable Court may deem fit and proper in the circumstances of the case.

For Plaintiff : Mr.Sai Krishnan
for M/s.Sai Bharath & Ilan
For Defendants : Mr.Aditya for
M/s.OJAS Law Firm for D4
Mr.P.L.Narayanan for D5
D1, D2, D3 and D6 - given up

C.S.No.683 of 2006

Mr.V.Ramakrishna
Proprietor
M/s.S.S.Communications,
No.18/26, Elegant Apartment
Hindi Parchar Sabha, Chennai - 17

.. Plaintiff

Vs.

1.Mr.Manicam Narayanan
Proprietor
M/s.7th Channel Communications,
Mr.Manicam Marayanan
No.121, Dr.Radhakrishnan Salai,
Mylapore, Chennai 600 004.

2.Mr.Kaja Mydeen

Proprietor

M/s.Roja Combines

No.4 - A, 10th Avenue,

Ashok Nagar, Chennai - 83

3.D.Raaj Varma

Proprietor

M/s.Sri Venkateswara Cine Enterprises

Plot No.413, 2nd floor, road No.22

Jubilee hils, Hydrebad - 500 033.

4.M/s.Prasad Film Laboratories

No.58, Arunachalam Road, Chennai - 93.

... Defendants

This Civil Suit is preferred, under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of Original Side Rules and Sections 55 and 64 of the Copy Right Act, 1994 praying to

a) for declaration declaring that the plaintiff is the sole and absolute owner of the satellite, video, cable, Doordarshan, Pay TV, DTH, Internet, VCD, DVD and any other television and electronic media rights etc of the copy right pertaining to the Telugu version of the Tamil Colour Film titled Vettaiyadu Vilayadu;

b) for declaration declaring that the plaintiff is the sole and absolute owner of the overseas theatrical and video rights of the copy right pertaining to the Telugu version of the Tamil colour film titled Vettaiyadu Viliyadu;

c) for permanent injunction restraining all the defendants from alienating or selling the satellite, video, cable, Doordarshan, pay TV, DTH, Internet, VCD, DVD etc of the film Maghadeera the Telugu version of the Tamil film Vettaiyadu Vilayadu to any third parties.

d) to pass such other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

For Plaintiff : Mr.Aditya for
M/s.OJAS Law Firm

For Defendants : Mr.Sai Krishnan
for M/s.Sai Bharath & Ilan for D1
D2, D3 and D4- given up

C.S.No.691 of 2006

Mr.V.R.S.Prasad,
No.11-A, Thiagaraya Road
T.Nagar, Chennai 600 017.

.. Plaintiff

Vs.

1.Mr.Kaja Mydeen
Proprietor
M/s.Roja Combines
No.4 - A, 10th Avenue,
Ashok Nagar, Chennai - 83

2.Mr.D.Raj Verma,
Proprietor,
M/s.Sri.Venkateswara Cine Enterprises,
Rep. by its Proprietor Mr.D.Raj Verma,
No.1307, Ground Floor,
No.65, Jubilee Hills,
Hyderabad.

3.Mr.Manicam Narayanan,
Proprietor,
M/s.7th Channel Communications,
No.121, Dr.Radhakrishnan Salai,
Mylapore, Chennai 600 004.

4.M/s.Prasad Film Laboratories
No.58, Arunachalam Road, Chennai - 93.

5.M/s.S.S.Communication,
Plot No.8-2-469,
Road No.5, Banjara Hills,
Hyderabad 500 034.

... Defendants

This Civil Suit is preferred, under Order VII Rule 1 C.P.C. Read with Order IV Rule 1 of Original Side Rules and Sections 55, 56 and 62 of the Copy Right Act, 1994 praying to

a) declaring that the plaintiff is the sole and absolute copyright owner having perpetual rights of the suit picture Telugu Version of the Tamil Colour Film titled Vettaiyadu Vilaiyadu starring Kamalhassan directed by Gautham inclusive of dubbing and remaking rights in Telugu Language and all other

consequential rights flowing out of the said Telugu version excluding the satellite territory of the said Telugu version of the suit film;

b) granting permanent injunction restraining the first, second and third defendants, their agents, servants, each and every person or persons claiming through them or under them from interfering or infringing with the plaintiff's copy rights of the suit film Telugu Version of the Tamil colour Film titled Vettaiyadu Vilaiyadi starring Kamalhassan directed by Gautham inclusive of dubbing and remaking rights in Telugu Language and all other consequential rights flowing out of the said Telugu version excluding the satellite territory of the said Telugu version of the Tamil film Vettaiyadu Vilaiyadu;

c) for costs of the suit.

For Plaintiff : Mr.P.L.Narayanan

For Defendants : Mr.Sai Krishnan
for M/s.Sai Bharath & Ilan for D3
Mr.Aditya for
M/s.OJAS Law Firm for D5
D1, D2 and D4- given up

COMMON JUDGMENT

This will be a common judgment and decree in the aforesaid three suits i.e., C.S.No.168 of 2006, C.S.No.683 of 2006 and C.S.No.691 of 2006. For the sake of convenience, C.S.No.168 of 2006 is referred to as 'senior suit', C.S.No.683 of 2006 is referred to as 'first junior suit' and C.S.No.691 of 2006 is referred to as 'second junior suit'.

2. In each of the suits, plaintiff has given up some of the defendants, the details of which are contained in a Memorandum of Compromise, which has been reproduced infra.

3. Parties in this common judgment and decree are referred to by their respective ranks in the senior suit i.e., C.S.No.168 of 2006, for the sake of convenience and clarity.

4. Mr.Sai Krishnan of M/s.Sai Bharath & Ilan, Law Firm, on record for plaintiff is before this Commercial Division and his client Mr.Manicam Narayanan, is before this Commercial Division. As far as 4th defendant S.S.Communications is concerned, I am informed that the same is a Proprietary concern, the Proprietor Mr.V.Rama Krishna, is present before this Commercial Division and his counsel Mr.Aditya of M/s.OJAS Law Firm is before this Commercial Division. Defendant No.5, Mr.V.R.S.Prasad is an individual, he is before this Commercial Division and his counsel Mr.P.L.Narayanan is before this Commercial Division.

5. The above array of counsel and their respective clients completes presence of all the parties in all the three suits i.e., senior suit, first junior suit and second junior suit put together after giving up of some defendants in each of the suits, the details of which are contained in a Memorandum of Compromise that has been extracted and reproduced infra.

6. All the aforesaid three counsel submit that the parties have entered into a Memorandum of Compromise dated 16.03.2018. The Memorandum of

Compromise dated 16.03.2018, duly signed by all the aforesaid parties and their respective counsel, has been placed before me. I deem it appropriate to extract the terms of the aforesaid Memorandum of Compromise, which reads as follows:

“The parties to the suits in C.S.No.168 of 2006, C.S.No.683 of 2006 and C.S.No.691 of 2006 have arrived at a settlement which is recorded by way of this Memorandum of Compromise.

In so far as the suit in C.S.No.168 of 2006 is concerned, the plaintiff in C.S.No.168 of 2006 gives up the 1st, 2nd, 3rd and 6th defendants and the suit against them may be dismissed.

In so far as C.S.No.683 of 2006 is concerned, the plaintiff gives up the 2nd, 3rd and 4th defendants and the suit against them may be dismissed.

In so far as C.S.No.691 of 2006 is concerned, the plaintiff gives up the 1st, 2nd and 4th defendants and the suit against them may be dismissed.

That it is hereby agreed:

1) That the plaintiff in C.S.No.168 of 2006 is hereby declared as the sole and absolute owner of the copyrights pertaining to the Telugu version of the Tamil color film, titled Vettaiyadu Vilayadu and the said right in respect of all the theatrical rights in India other than those that are listed in the paragraph below, shall vest with the plaintiff in C.S.No.168 of 2006, for perpetuity.

2) That the plaintiff in C.S.No.683 of 2006, Mr.V.Ramakrishna, Proprietor, M/s.S.S.Communications is the sole and absolute assignee and as such entitled to the satellite rights, television rights, digital and electronic media rights for

the entire world including India and the overseas theatrical and overseas video rights of the copyright pertaining to the Telugu version of the Tamil color film, titled Vettaiyadu Vilayadu subsequently released in Telugu under the title Raaghavan, for perpetuity.

3) That the plaintiff in C.S.No.168 of 2006 Mr.Manickam Narayanan, Proprietor, 7th Channel Communications is entitled to withdraw a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) from out of the amounts deposited by the plaintiff in C.S.No.683 of 2006 lying to the credit of the suit in C.S.No.683 of 2006 pursuant to the order dated 12.09.2008 passed in M.P.No.1 of 2008 in O.S.A.No.80 of 2007.

4) That the plaintiff in C.S.No.691 of 2006, Mr.M.V.R.S.Prasad shall be entitled to withdraw a sum of Rs.40,00,000/- (Rupees Forty lakhs only) from and out of the amounts deposited by the plaintiff in C.S.No.683 of 2006, lying to the credit of the suit in C.S.No.683 of 2006 pursuant to the order dated 12.09.2008 passed in M.P.No.1 of 2008 in O.S.A.No.80 of 2007, in full and final settlement of all his claims in respect of the copyrights in the Telugu version of the Tamil color film, titled Vettaiyadu Vilayadu.

5) That the plaintiff in C.S.No.683 of 2006, Mr.V.Ramakrishna, Proprietor, S.S.Communications shall be entitled to withdraw the entire balance amount from the amounts deposited by the plaintiff in C.S.No.683 of 2006, lying to the credit of the suit in C.S.No.683 of 2006 pursuant to the order dated 12.09.2008 passed in M.P.No.1 of 2008 in O.S.A.No.80 of 2007, including the interest that has accrued in the said account and he undertakes the responsibility and liability to meet any claims that may be made by Mr.D.Raj Varma, Proprietor, M/s.Venkateswara Cine Enterprises and/or any other persons

claiming through him including one Mr.C.Venkatraju, Proprietor - Gita Chitra International (who has filed suit in C.S.No.741 of 2006) in respect of the Telugu version copyrights of the Tamil color film, titled Vettaiyadu Vilayadu, which was subsequently released as "Raghavan" in Telugu.

6) The plaintiff in C.S.No.168 of 2006 shall stand discharged of his duties and obligations as a Receiver as per the order of his appointment by order dated 13.07.2007 in O.S.A.Nos.80,125, 127, 131, 132, 133, 135, 136, 344 of 2006 of this Hon'ble Court and as modified by order dated 26.07.2007 in M.P.Nos.2 and 3 of 2007 in O.S.A.No.80 of 2007. The Bank Guarantee for Rs.50,00,000/- furnished by the plaintiff in C.S.No.168 of 2006 in compliance of the said orders dated 13.07.2007 and 26.07.2007 shall stand discharged/cancelled.

7) This compromise shall govern the suits in C.S.No.168 of 2006, 683 of 2006 and 691 of 2006 and the parties pray that this Hon'ble Court may be pleased to decree the above suits in terms of this Memorandum of Compromise and pass such further or other orders and thus render justice."

7. With regard to giving up of some of the defendants in each of the suits, learned counsel on record for plaintiff in each of the three suits has made suitable endorsement in the suit file in this regard. Endorsement made by the counsel on record for plaintiff in the senior suit, reads as follows:

"The plaintiff in C.S.168/2006 may be permitted to give up the defendants 1, 2, 3 and 6 in the suit. Suit against them may be dismissed."

Endorsement made by the counsel on record for plaintiff in the first junior

suit, reads as follows:

“The plaintiff in C.S.No.683 of 2006 gives up the 2nd, 3rd, and 4th defendants and the suit against them may be dismissed.”

Endorsement made on behalf of the counsel on record for the plaintiff in the second junior suit, reads as follows:

“This Hon'ble Court may give the 1st, 2nd & 4th defendants and may pass order accordingly”.

8. In the light of the aforesaid endorsement, in the senior suit i.e., C.S.No.168 of 2006, defendant Nos.1, 2, 3 and 6 are given up and suit is dismissed against them, in the first junior suit i.e. C.S.No.683 of 2006, defendant Nos.2, 3 and 4 are given up and suit is dismissed against them and in the second junior suit i.e., C.S.No.691 of 2006, defendant Nos.1, 2 and 4 are given up and suit is dismissed against them.

9. The litigants present before this Court confirm and reiterate the terms of the Memorandum of Compromise. All the three counsel, on instructions from their respective clients make a request to this Commercial Division that a common judgment and decree be passed in all the three suits in terms of the aforesaid Memorandum of Compromise dated 16.03.2018.

10. Before doing so, it is necessary to clarify with regard to clause 1 of

Memorandum of Compromise dated 16.03.2018, extracted and reproduced supra that the rights of the plaintiff in senior suit may be a right in rem, but these three suits being action in personam, all rights that accrue in favour of the plaintiff in the senior suit will be enforceable only against the parties to this decree. As far as this judgment and decree are concerned, if the plaintiff has any claim qua these rights against individuals or entities other than those who are parties to these three suits, plaintiff will have to initiate separate proceedings and this decree will not come in the way.

11. Having made the aforesaid clarification, in the light of the submissions made and in the light of the Memorandum of Compromise extracted and reproduced supra, there shall be a common judgment and decree in all the three suits i.e., senior suit, first junior suit and second junior suit in terms of the aforesaid Memorandum of Compromise dated 16.03.2018. The aforesaid Memorandum of Compromise dated 16.03.2018, shall form part of the compromise decree in each of the three suits.

12. With regard to clauses 3, 4 and 5 of the Memorandum of Compromise dated 16.03.2018, as it pertains to withdrawal of certain sums of money lying to the credit of the first junior suit i.e., C.S.No.683 of 2006, a request is made that there may be a direction to the Registry to issue these decrees within a fortnight. I accede to the prayer. It is set out infra.

13. The judgments and decrees in all these three suits shall be issued within a fortnight and when payment out applications are taken out in accordance with clauses 3, 4 and 5 supra, the same shall be processed and moneys due shall be paid out after following applicable/operating procedures within a fortnight from the date of issue of certified copies of judgments and decrees.

14. All these three suits are disposed of on above terms. To be noted, the aforesaid Memorandum of Compromise dated 16.03.2018 has been placed before me in triplicate. In other words, there are three Memorandum of Compromises with identical clauses, all of which have been duly signed by the aforesaid parties and their respective counsel. One Memorandum of Compromise shall form part of the Judgment and decree in each of the suits. No costs. Consequently, connected pending applications shall stand closed.

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16.03.2018

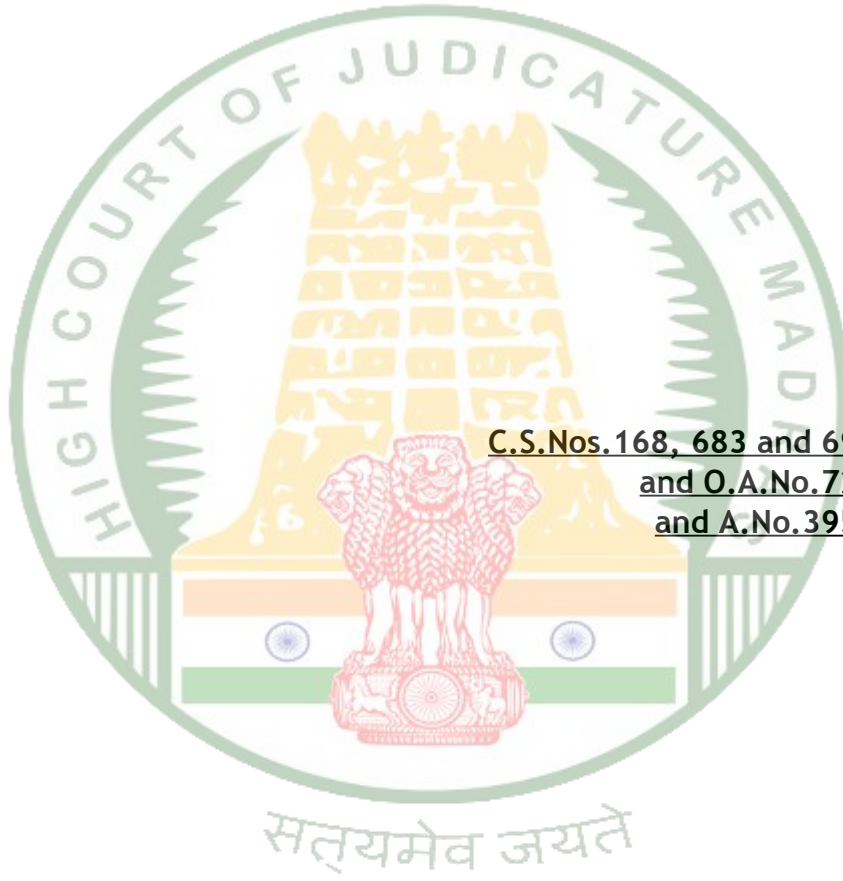
Speaking/Non-Speaking order

Index : Yes/No

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Note: Registry shall issue judgment and decree on or before 28.03.2018.

M.SUNDAR, J.
vsm



C.S.Nos.168, 683 and 691 of 2006
and O.A.No.721 of 2006
and A.No.3959 of 2008

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16.03.2018