

\$~4

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CS(COMM) 670/2016 & IA No.8635/2017 (of defendant u/O IX R-7 CPC)

SUPER CASSETTES INDUSTRIES PRIVATE LIMITED ...Plaintiff
Through: Mr. K.K. Khetan, Adv.

Versus

MCN NEWS, MARATHWADA CABLE NETWORK Defendant
Through: Mr. Ashutosh Dubey, Adv.

CORAM:

HON'BLE MR. JUSTICE RAJIV SAHAI ENDLAW

ORDER

%

18.01.2018

1. The sole plaintiff instituted this suit against the sole defendant for permanent injunction restraining infringement of copyright and for ancillary reliefs.
2. The suit was entertained and vide *ex-parte* ad-interim order dated 30th May, 2016, the defendant restrained from, through its ground cable network, authorizing the recording, distributing, broadcasting, public performance/communication to the public or in any other way exploiting the cinematograph films, sound recordings and/or literary works (lyrics) and musical works (musical composition) or other work or part thereof throughout India, that is owned by the plaintiff, including all works whereon the plaintiff has shown its copyright under Section 52A of the Copyright Act and from doing any other act that would lead to infringement of the plaintiff's copyright.

3. The defendant failed to appear inspite of summons/notice and to file written statement. Though subsequently, the defendant appeared and has filed written statement, but the same was not taken on record. Vide order dated 25th July, 2017, issues were framed in the suit and the ad-interim order dated 30th May, 2016 made absolute.

4. IA No.8635/2017 has been filed by the defendant for setting aside of the order proceeding *ex-parte* against the defendant.

5. The counsel for the defendant, during the course of hearing of the application, states that the defendant has no objection to suffering a decree for permanent injunction as claimed and leaves the aspect of damages/costs to this Court. The counsel for the defendant however explains that the defendant, in earlier times had agreements with two other entities but the counsel is unable to state, whether the said entities had any copyright from the plaintiff.

6. The counsel for the plaintiff also has fairly left the aspect of damages/costs to this Court, though denies that the entities with whom the defendant claims agreement, had any licence or copyright from the plaintiff.

7. In the aforesaid state of affairs, the damages due from the defendant to the plaintiff, besides litigation costs, are assessed at Rs.2 lakhs.

8. Accordingly, a decree is passed in favour of the plaintiff and against the defendant (i) of permanent injunction in terms of prayer paragraph 37(i) of the plaint verified on 27th May, 2016; (ii) of recovery of damages/compensation in the sum of Rs.2 lakhs; if the said damages/compensation are not paid on or before 31st March, 2018, the same

will also incur interest @ 11% per annum from the date of the decree till the date of payment/realisation; and, (iii) of costs of the suit. Counsel's fee assessed at Rs.1 lakh.

Decree sheet be drawn up.

RAJIV SAHAI ENDLAW, J.

JANUARY 18, 2018
'bs'..