

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :05.11.2019

Coram

The Honourable Mr.Justice N.SATHISH KUMAR

C.S.No.314 of 2009

Kodali Bose Babu

...Plaintiff

Versus

1.K.Vidya Sagar, Proprietor,
Thirupathi Pictures,
No.27-6-15, Sangamitra Building
Prakasam Road,
Governorpet
Vijayawada – 2.

2.Y.Sambasiva Rao,
16-3-175, Gandhi Nagar,
Vijayawada-3.

3.M/s.EENADU TELEVISION
Ramoji Films City,
Anajpur, Hyat Nagar Madalam,
R.R. District, PIN: 501 512
Andhra Pradesh.

4.M/s.Eenadu Television Pvt. Ltd.,
(one of the resulting company of
Demerged M/s. Ushodaya Enterprises Pvt Lts)
Registered office at H.No.1-10-76,
Fair fields, Begumpet,
Hyderabad-16.

...Defendants

(Fourth defendant impleaded as per order dated 06.04.2017 made in A.No.2050/2017)

This Civil Suit is filed under Order IV Rule of Original Side Rules read with Order VII Rule 1 C.P.C and Sections 55 and 62 of the Copyright Act, 1957, prayed (a) for a declaration that the plaintiff is the sole and absolute owner of the limited copyright namely the exclusive world satellite right for broadcasting the said films SAHASAVANTUDU – colour, starring N.T.R., Vanisree, etc., and directed by K.Papaiah and PREMA SIMHASANAM starring N.T.Rama Rao, K.R.Vijaya etc and directed by B.Mastan Rao through commercially and non-commercial and any satellite system (Indian or Foreign) Satellite broadcasting service, Public service Broadcasting service, Cable Television service, Internet, D.V.B.H Direct to Home service, pay T.V., Pay Preview service, Radio, Radio Diffusion, MMDS, Local delivery service, Video, cable, I.P.T.V., Wire, Wireless or through any other T.V.Media or any other system without any restriction of Geographical area for a period of 99 (Ninety Nine) years.

(b) for a permanent injunction restraining the defendants, their men, agents, officers, etc. from, interfering or infringing the plaintiff's limited copyright namely the sole and exclusive world satellite right for broadcasting the said films SAHASAVANTUDU-Colour, starring N.T.R., Vanisree, etc. and directed by K.Papaiah and PREMA SIMHASANAM starring N.T.Rama Rao, K.R.Vijaya etc

and directed by B.Mastan Rao through commercially and non-commercial and any satellite system (Indian or Foreign) Satellite broadcasting service, Public service Broadcasting service, pay T.V., Pay Preview service, Radio, Radio Diffusion, MMDS, Local delivery service, Video, Cable, I.P.T.V., Wire, Wireless or through any other T.V.Media or any other system without any restriction of Geographical area for a period of 99 (Ninety Nine) years.

(c) for costs of the suit.

For Plaintiff : Mr.C.Ramesh
for Mr.C.Seethapathy
For Defendants : Mr.G.V.S.Jaganadha Rao
for Mr.N.A.K.Shame for D4
D1 and D2 set exparte

J U D G M E N T

The suit has been filed for the following reliefs:

a) for a declaration that the plaintiff is the sole and absolute owner of the limited copyright, namely, the exclusive World Satellite right for broadcasting the said film SAHASAVANTUDU – colour, starring by N.T.R., Vanisree, etc., and directed by K.Papaiah

and the Film, named PREMA SIMHASANAM starring N.T.Rama Rao, K.R.Vijaya etc and directed by B.Mastan Rao through commercially and non-commercial and any satellite system (Indian or Foreign) Satellite broadcasting service, Public service Broadcasting service, Cable Television service, Internet, D.V.B.H Direct to Home service, pay T.V., Pay Preview service, Radio, Radio Diffusion, MMDS, Local delivery service, Video, cable, I.P.T.V., Wire, Wireless or through any other T.V.Media or any other system without any restriction of Geographical area for a period of 99 (Ninety Nine) years.

(b) for a permanent injunction restraining the defendants, their men, agents, officers, etc. from, interfering or infringing the plaintiff's limited copyright namely the sole and exclusive world satellite right for broadcasting the said films SAHASAVANTUDU-Colour, starring N.T.R., Vanisree, etc. and directed by K.Papaiah and PREMA SIMHASANAM starring N.T.Rama Rao, K.R.Vijaya etc and directed by B.Mastan Rao through commercially and non-commercial and any satellite system (Indian or Foreign) Satellite broadcasting service, Public service Broadcasting service, pay T.V., Pay Preview service, Radio, Radio Diffusion, MMDS, Local delivery

service, Video, Cable, I.P.T.V., Wire, Wireless or through any other T.V.Media or any other system without any restriction of Geographical area for a period of 99 (Ninety Nine) years.

(c) for costs of the suit.

2. The case of the plaintiff is that the plaintiff is carrying on business as Distributor of motion pictures, commercial and non-commercial in all gauges. The first defendant is the producer of motion pictures in Telugu language. During the course of plaintiff's business, the first defendant produced and released the Telugu cinematograph film "Sahasvantudu". The first defendant being producer of the said film, by an agreement dated 09.02.2008 assigned the sole and exclusive rights of the entire world satellite rights, DTH, Pay TV and DVD rights in the said film titled "Sahasvantudu" in favour of the second defendant for a period of 99 years for valuable consideration. Similarly, by an affidavit of declaration dated 09.02.2008, the first defendant declared that he has the full and absolute authority to grant and assign the rights as aforesaid. Similarly, the first defendant as the producer of the film

"Prema Simhasanam", by an agreement dated 14.02.2008 assigned the sole and exclusive rights of the entire world satellite rights, DTH, Pay TV, DVD rights of the said film titled "Prema Simhasanam" in favour of the second defendant. The plaintiff further states that by an agreement dated 28.02.2008, the second defendant assigned the sole and exclusive World satellite rights for broadcasting the said films "Sahasvantudu" and "Prema Simhasanam" for a period of 99 years from the first telecast of the films in favour of the plaintiff for a valuable consideration for perpetual period. Therefore, the plaintiff alone is vested with the exclusive rights as aforesaid. The third defendant, which is a private satellite TV channel has been exploiting the said films without any manner of right. Hence, the plaintiff issued a legal notice dated 09.06.2008 calling upon the third defendant to refrain themselves from exploiting the said pictures. The third defendant having acknowledged the receipt of the said notice, sent a reply on 26.06.2008 claiming to have acquired the exclusive copyrights for exploiting the said film. Hence, the suit has been filed.

3. Defendants 3 and 4 have filed the written statement denying the contention of the plaintiff. It is the contention of third defendant that the first defendant being the producer and copyright owner of the film 'Sahasavantudu' by agreement dated 29.06.1979 granted perpetual rights for whole World on the said film with first and paramount rights and control over the film along with the rights of exhibition, exploitation and distribution in favour of M/s.Tarakarama Films for the period of 99 years from 01.06.1979 in respect of the film 'Sahasavantudu'. The said M/s.Tarakarama Films entered into a Satellite Rights agreement dated 26.11.1994 with one Mr.Murari Venkata Nageswara Rao. Thereafter, the said Mr.Murari Venkata Nageswara Rao assigned the copyrights and World satellite perpetual rights in favour of M/s. Usha Kiron Movies by agreement dated 30.11.1994 of three films including 'Sahasavantudu'. Similarly, one T.S.Rama Prasad of M/s. Sri Lakshmi Pictures was holding copyrights for the film 'Prema Simhasanam' and three other films. The said T.S.Rama Prasad of M/s. Sri Lakshmi Pictures by an agreement dated 20.04.1995 assigned and granted perpetual irrevocable satellite rights in favour

of K.Rama Chandra Murthy for the film 'Prema Simhasanam' and other three films. Thereupon, the said K.Rama Chandra Murthy, by an agreement dated 17.07.1995 assigned and granted irrevocable satellite perpetual rights in favour of M/s. Usha Kiron Movies for a period of 99 years. The validity period of this agreement is till the year 2004. Accordingly, M/s. Usha Kiron Movies has a valid ownership, rights and title for telecast of the film 'Prema Simhasanam', through ETV for the period from 17.07.1995 without any restriction. As such, since 30.11.1994 and 17.07.1995, ETV, being a division of M/s. Usha Kiron Movies has telecast, the films 'Sahasavantudu' and 'Prema Simhasanam' absolutely without any restriction till the year 2004. The averments that the plaintiff is copyright owner of the said films are denied and prayed for dismissal of the suit.

4. Though draft issues are filed by the parties, since the issues were not correctly framed, this Court after hearing both the parties framed the following issues:

"1. Whether the plaintiff has acquired any right particularly satellite right by virtue of agreement dated 28.02.2008?

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

3. To what reliefs are the parties entitled to?"

5. On the side of the plaintiff, P.W.1 has been examined and the following documents are marked as Exs. P1 to P5.

<i>Exhibits</i>	<i>Date</i>	<i>Description of Documents</i>
Ex-P1	09.02.2008	The xerox copy of agreement between the first defendant and second defendant.
Ex-P2	14.02.2008	The xerox copy of agreement between the first defendant and second defendant.
Ex-P3	28.02.2008	The xerox copy of agreement between the plaintiff and second defendant.
Ex-P4	26.06.2008	The office copy of notice sent by the third defendant to plaintiff
Ex-P5	26.06.2008	The original reply sent by the third defendant to plaintiff.

6. On the side of defendants, D.W.1 was examined and the following documents are marked as Exs.D1 to D8.

<i>Exhibits</i>	<i>Date</i>	<i>Description of Documents</i>
Ex-D1	03.10.2012	The original Board Resolution authorizing D.W.1 to conduct matters of fourth defendant.
Ex-D2	15.03.2007	The certificate copy of Business Transfer Agreement M/s.Ushodaya Enterprises Private Limited and Ushakiron Movies (HUF) and Ushakiron Television (HUF)
Ex-D3	15.12.2010	The certificate copy of Order in Company Petition Nos.179, 180, 181 of 2010, C.P.No.179 of 2010 and C.S.No.728 of 2010 of High court, Andhra Pradesh.
Ex-D4	26.11.1994	The certificate copy of Satellite Right agreement between M/s.Tharakarama Films and Sri Murari Nageswara Rao for the film 'Sahasvatudu'.
Ex-D5	30.11.1994	The certificate copy Agreement between Sri Murari Venkata Nageswara Rao and M/s. Ushakiron Movies for the film 'Sahasavatudu'.
Ex-D6	20.04.1995	The original Agreement between Sri Rama Prasad and K.Sri Rama Chandra Murthy for the film 'Prema Simhasanam'.
Ex-D7	17.07.1995	The agreement between K.Sri Rama Chandra Murthy and M/s.Ushakiron Movies for the film 'Prema Simhasanam'.
Ex-D8	08.10.2018	The original list of telecast details of Telugu films.

7. The learned counsel appearing for the plaintiff submitted that Ex.P3, the agreement in favour of the plaintiff gives exclusive

right over the plaintiff to use the subject film particularly exploitation and satellite right. Exs.P1 and P2 are the agreement executed by the producer/first defendant to the second defendant. The second defendant in turn under Ex.P3 assigned the rights, particularly, satellite rights in favour of the plaintiff. Therefore, the contention of learned counsel for the plaintiff is that when the film was produced and negative rights were sold in the year 1979, the exploitation of satellite is not in work. Therefore, his contention is that such right is always retained by producers and subsequently, the same has been assigned in his favour, by virtue of the same, he became owner.

8. Per contra, the learned counsel for fourth defendant submitted that the producer had assigned the entire negative right in the year 1979 itself, when all the rights were already assigned, the question of retaining any future development right does not arise at all. It is the further contention that in specific assignment the same will not benefit all the assignee. Hence, the contention is that the alleged Ex.P3 agreement dated 28.02.2008, will not

convey any right to the plaintiff. Hence, the suit is liable to be dismissed.

9. The main contention of the learned counsel for the plaintiff is that under Ex.P3, the plaintiff has acquired right over the subject matter of the two films particularly, satellite rights. Exs.P1 and P2 are copy of the assignment said to have been acquired by the second defendant from the first defendant. The plaintiff is said to have acquired the right dated 09.02.2008. Whereas, the specific contention of the defendant is that the entire negative sold in the year 1979 itself to one M/s.Tarakarama Films from the said assignee various agreements have been executed and finally one M/s.Usha Kiran Movies acquired the right. It is also relevant to be noted that, in the plaint, in para 5, the plaintiff clearly pleaded that third defendant is exploiting the subject films which is prior to the suit. When such being the position, it is for the plaintiff to establish how he has acquired right particularly satellite TV along with the document relied as Exs.P1 to P3. Though the plaintiff submitted that the documents are photocopies and originals are misplaced,

those documents are not sufficient to prove the claim of the plaintiff. Further, documents marked by the plaintiff makes it very clear that the negative rights of the films were already sold in the year 1979 itself. Such being the position, the question of person again selling the satellite right does not arise at all. As far as acquiring negative right is concerned, retaining or revoking the rights, in respect of specific advancement does not arise at all and cannot be pleaded. If such interpretation is given, once the assignment took place in the year 1979 because satellite exploitation was not in vogue at the relevant time it is not correct to contend that such right, particularly in advancement in the field of technology would revert back to the original owner or the producer cannot be countenanced. Such interpretation is in fact lead to destroy the concept of the assignment itself.

10. Thus, this Court is of the view that once the negative right is already sold, the owner or the producer cannot claim any right particularly, by any technology advancement. Such benefit mainly go with the assignment of the present owner. In this

connection, it would be useful to refer to a judgment in ***Mrs.M.Padmini and Others Vs. Raj Television Network Limited*** reported in 2015-3-L.W.43 reads as follows:

"25. But, in my considered opinion, as contended by the learned counsel for the defendant, negative right is not a specific right; but it includes within it the right of the owner of such negative right to exclude everyone else from using the negatives of the picture. Without the negatives of the picture, no digital version can also be prepared. Therefore, in that sense, the plaintiffs cannot make any digital version of the picture as the control of the negatives in the laboratory is with the defendant. Further, by way of Assignment Deed dated 21.09.1981 executed by the producer M/s.Premalaya in favour of M/s.Kumar Pictures, the producer M/s.Premalaya has only reserved to itself the rights of re-take and dubbing alone and no other reservation of rights was made after assigning the entire ownership of the picture. Therefore, I am not inclined to accept the submission made by the learned counsel for the plaintiff that what was assigned to the M/s.Kumar Pictures is only a

negative right and therefore, the word 'entire copyright' mentioned in the assignment deed dated 21.09.1981 would mean all forms of right to exploit the negative rights alone and it cannot be construed to include some other copyright from the bundle, as each right in the bundle is a separate copyright, cannot be accepted.

26.*It is yet another submission of the learned counsel for the plaintiffs that in view of the amendment to Section 18(1) of Copyrights Act, if a copyright was not in existence at the time of assignment, if in future due to advancement of scientific and technology any copyright came into existence, then the said right only vests with the producer and after his demise, it will devolve upon his legal heirs. In view of the said submission of the learned counsel for the plaintiff, it would be appropriate to extract Section 18(1) of Copyrights Act_*

"18.Assignment of copyrights_

(1)The owner of the copyright in an existing work or the prospective owner of the copyright in a future work may assign to any person the copyright either wholly or partially and either generally or subject

to limitations and either for the whole term of the copyright or any part thereof; Provided that in the case of the assignment of copyright in any future work, the assignment shall take effect only when the work comes into existence; Provided further that no such assignment shall be applied to any medium or mode of exploitation of the work which did not exist or was not in commercial use at the time when the assignment was made, unless the assignment specifically referred to such medium or mode of exploitation of the work; Provided also that the author of the literary or musical work included in a cinematograph film shall not assign or waive the right to receive royalties to be shared on an equal basis with the assignee of copyright for the utilization of such work in any form other than for the communication to the public of the work along with the cinematograph film in a cinema hall, except to the legal heirs of the authors or to a copy right society for

collection and distribution and any agreement to contrary shall be void; Provided also that the author of the literary or musical work included in the sound recording but not forming part of any cinematograph film shall not assign or waive the right to receive royalties to be shared on an equal basis with the assignee of copyright for any utilization of such work except to the legal heirs of the authors or to a collecting society for collection and distribution and any assignment to the contrary shall be void."

Section 18(1) would indicate that the section itself is applicable to the 'owner' of the copyright in an existing work or prospective owner of copyright in a future work. Further, Section 18 uses the term 'owner' and not 'first owner'. The first owner of any copyright, unless otherwise mentioned, is usually the producer, in the case of cinematograph films. The first owner is to be distinguished from owner. If all the rights accruing due to advancement in scientific technology were to be conferred only on the producer of the film, then Section 18 would have to read as 'first owner' and

not just 'owner'. Therefore, in terms of Section 18(2), the assignee viz., M/s.Kumar Pictures has become the owner of the copyrights on and from the date of assignment. Now, the Proviso 2 to Section 18(1) states only that no assignment shall be applied to any medium or mode of exploitation of the work, which did not exist or was not in commercial use at the time when the assignment was made. Therefore, as contended by the learned counsel for the defendant, the newly added proviso 2 would also benefit only the owner of the copyrights in the work and therefore, in this case, M/s.Kumar Pictures and later, the defendant being the owners of the work, are alone entitled to take benefit of the assignment as the owner of all the copyrights as on the date of amendment in 2012.

28.*In this regard, a reference could be made in one more decision reported in 1991-2 LW 581 [Rathna Movies Vs. Muthu Enterprises & another], wherein it has been held as follows_*

"12.Clause-2 of the Agreement dated 16.01.1979, clinches the fact that the negative lease rights were granted to the applicant herein by the first defendant

for a period of 86 years from the said date for the areas specified in the Agreement for valuable consideration and that accordingly, the plaintiff/applicant is at liberty to deal with the same in any manner they like regarding the areas and period granted to him and that so much so, he is entitled to take any number of prints at their cost and the complete realisations of the suit picture in the areas and during the period mentioned in the Agreement belong to the applicant and that the producer, viz., the first defendant shall not have any claim over the said picture in any manner as evidence by the Clause-4 of the Agreement. It follows that the entire negative rights were leased out to the applicant herein and that thereby he is having an absolute and full negative rights over the suit picture in question which in effect, the copyright for the suit picture comes under the purview of the Copyright Act 1957. It has been fortified by the combined reading of Clauses-2 and 4 of the said Agreement dated 16.01.1979

and that during the subsistence of the said Agreement, no one except the plaintiff has got any right whatsoever over the suit picture in question and that the said legal aspects cannot be disputed by the respondent herein.

13. Section 2, Clause-(f) of the Copyright Act 1957, reads like this:

"(f) 'Cinematograph film' includes the sound track, if any, and 'cinematograph' shall be construed as including any work produced by any process analogous to cinematography:

Then the Explanation for the said sub-Clause is as follows:

"For the purpose of this clause, 'video films' shall also be deemed to be worked by any process analogous to cinematography;

14. A mere reading of the above provision of law with its Explanation means in pith and substance, the negative rights include all other rights which are inherent with the cinematograph film inclusive of the sound track, if any, and with which, it shall be

construed as inclusive of any work produced by any process analogous to the cinematography and that it has to be seen further that the Explanation provided by the legislature to the abovesaid section, is a complete codification of the meaning for the cinematograph film by providing a wider meaning to this clause which in every form includes the video films as the work requires to produce the said video films is the same process analogous to cinematography and that was the reason why the legislature has included the video films within the meaning of the cinematograph film. If that was the position as in the instant case, the negative rights of the suit picture were completely leased out for a period of 86 years from 16.1.1979 onwards to the plaintiff and that accordingly, it is apparent that the plaintiff has become the owner of the copyright over the suit picture in question.

15. Then it has become necessary for me to advert S.14(1), Sub-clause (c) of the

Copyright Act 1957

which reads as follows:-

*in the case of a cinematograph film, to do
or authorise the doing of any of the
following acts
namely_*

- (i) to make a copy of the film;*
- (ii) to cause the film, in so far as it consists
of visual images, to be seen in public and
in so far as it
consists of sounds, to be heard in public;*
- (iii) to make any record embodying the
recording in any part of the sound track;*
- (iv) to communicate the film by broadcast.*

*16. The above provision of law has made it
very clear that it is an infringement of
copyright to do any of the said acts as
defined in the above section and that while
a person who produces or makes a film
may infringe upon the rights of others and
that at the same time create independent
rights in himself which others may infringe
either by copying of one or more of his
individual photographs or by copying the
film in such other way. Therefore, it*

follows that a copyright in the film exists in it as a series of photographs and hence it is an artistic work. Thus, it was made clear that the copyright means all the rights conferred by the Act upon its owner, viz., the applicant herein in respect of his literary, dramatic, musical and artistic work of the suit picture which squarely comes under the definition of cinematograph films and that it does not essentially mean a right to do something, but only the right to exclude others from doing such of the acts which are expressly mentioned in the section. This position of law has not been disputed by the learned counsel appearing for the respondent herein. It is the well established principle of case laws that both the video and television are cinematograph and that both the video and television are cinematograph and that both jointly and severally become the apparatus for representation of movie pictures or series of pictures and that the video is an appliance capable of use for the reception of signs, signals, images and

sounds. When a Video Cassette Recorder is used for playing pre-recorded cassettes, of movies on the television screen, it is certainly used as an apparatus for the representation of moving pictures or series of pictures and comes within the definition of cinematograph as defined under the Cinematograph Act. Placing reliance upon a decision held by the Division Bench of this Court, reported in *Entertaining Enterprises Vz., State* (AIR 1984 Madras 274 = 1984 Writ L.R. 57), My learned brother, Thiru Lakshmanan, J, has also held in effect that the video of a cinema picture and the television will all perfectly come within the definition of cinematograph, after elaborately discussed various case laws and that the said judgment was reported in *P.Thualasidas Vs. Vasanthakumari* (1991-1 LW 220). In the context of the above said proposition of law enunciated by this Court as well as other High Courts, there is no need for me again to make an emphasis on the question of law as per the specific

provisions of the Copyright Act 1957 as hereinbefore referred.

17. I have carefully perused the entire gamut of the negative rights leased out to the plaintiff/applicant herein for a period of 86 years by the first defendant himself upon the suit picture by virtue of an agreement dated 16.01.1979 and that accordingly, he has been enjoying, which would virtually mean that the entire rights include the video cassette rights as well as the broad-casting of the said picture programme through television or video cassette recorder and that therefore, the first defendant has no existing right to transfer or assign the video rights over the suit picture in the name of the second defendant by means of a Letter of Arrangement dated 7-7-1989 and that if so, it is not valid in law and binding on the plaintiff herein.

A reading of above said judgment would show that the negative rights include all other rights. In the instant case also, in the Assignment Deed dated 21.09.1981 under Clause 2 it has been stated that

the assignee is entitled to release, distribute, exploit and exhibit the said Tamil Talkie Picture 'NINAITHALE INIKKUM' in Tamil, Colour, in all its dimensions, throughout the World as and with effect from the date of assignment, subject to the existing lease period. When the entire copyright was assigned to M/s.Kumar Pictures, from whom the defendant obtained the assignment, now the plaintiffs cannot say that the defendant has no digital cinematography right, which came into vogue from the year 1990 onwards due to advancement of science and technology. Since the entire copyright was assigned in favour of the assignee, if any right accrues in future due to advancement of science and technology, it will devolve only upon the owner and not on the first owner. Therefore, I am of the opinion, that the plaintiffs are not entitled for interim injunction as prayed for."

Similarly, this Court, in a judgment rendered in **P.Thulasidas Vs. K.Vasanthakumari** reported in 1991-1-L.W para 15, held as follows:

"15. Thus, it is seen that the plaintiff was

given absolute negative rights and it is open to him to exercise his right of distribution, exploitation, and exhibition of the film in question. In my opinion a reading of the exhibits filed on behalf of the plaintiff and particularly the sale certificate given by the Official Assignee of the High Court, Madras, shows prima facie that all the rights relating to the negatives of the films of any other or video rights. Hence, in my opinion, the plaintiff is entitled to make copies from the films of 35mm. Gauge, 16mm. Gauge and also telecast the films in Televisions. It is also open to him to enjoy the absolute negative right given by the Official Assignee in any manner as he likes. The rights of the plaintiff to use the negative right is absolute, blanket, comprehensive, exhaustive, unbounded, unconstrained, unlimited and unqualified. Hence I am of the opinion that as per the Sale Certificate, all rights pertaining to the picture and as claimed by the plaintiff were conveyed to the plaintiff by the Official Assignee and nothing was reserved; consequently, the plaintiff alone will have the right to deal with the film Bhaga Pirivinai in any manner he likes and no one else

other than the plaintiff has the negative right of the film "Bhaga Pirivinai".

11. Having regard to the above judgments and contention of the learned counsel appearing for the plaintiff, it is clear that that the entire rights in respect of the films, SAHASAVANTUDU-PREMA SIMHASANAM, were already assigned in the year 1979 itself. Such being the position, one cannot contend that due to advancement in the technology, the right/interest already transferred will again revert back to the original owner. It is also to be noted that when the certain claims have been made based on some technological advancement, the Parliament brought an amendment under Section 18 of the Copyright Act. Such provision was added by Act 27 of 2012 with effect from 2012, wherein, it is clearly stated that no such assignment shall be applied to any medium or mode of exploitation of the work, which did not exist or was not in commercial use at the time when the assignment was made, unless the assignment specifically referred to such medium or mode of exploitation of the work. Therefore, it is very clear that unless the medium or mode of assignment is retained by the producer or

owner in the agreement, the producer or owner cannot contend that assignment cannot be applied for entire work. Further, as per the principles laid down by this Court, in the above referred cases, it is clear that once the entire copyright was assigned in favour of the assignee, no right would accrue in future due to advancement of science and technology, and it will devolve only upon the owner and not on the first owner. When such being the position, I am of the view that the plaintiff has failed to establish his case. Accordingly, all the issues are answered against the plaintiff.

12. In the result the suit is dismissed. No costs.

05.11.2019

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N.SATHISH KUMAR, J.,
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