

**Application Nos.2235 to 2237 of 2019**  
**in**  
**Original Application Nos.174 to 176 of 2019**  
**in**  
**C.S.No.150 of 2019**

**S.VAIDYANATHAN,J.**

These Applications have been filed seeking to vacate the orders of interim injunction granted by this Court on 21.02.2019 in Original Application Nos.174 to 176 of 2019 in C.S.No.150 of 2019.

2. For the sake of convenience, parties in the instant Application are referred to by their respective ranks in the Plaint.

3. According to the Plaintiff, it is a reputed production house and film studio, involved in the business of production, acquisition, co-production, promotion, marketing and distribution of various cinematographic films and audio-visual content in various Indian languages. The 1<sup>st</sup> Defendant is a partnership concern, holding the exclusive rights of 'Hindi and all other North Indian Languages Dubbing Rights', which meant and included all the languages written and spoken in India (excluding Tamil, Telugu, Kannada and Malayalam) of the Cinematographic film titled "GORILLA" in Tamil language, starring Jiiva, Shalini Pandey and others, directed by Don Sandy, in perpetuity for the territory of the entire world including India.

4. The Plaintiff and the 1<sup>st</sup> Defendant entered into an Agreement on 20.01.2018, by which, the 1<sup>st</sup> Defendant has assigned "Sole and Exclusive Dubbing Rights" of the cinematographic film titled "GORILLA" in Hindi and all other North Indian Languages, Dubbing Copyrights with an exception to four South Indian languages (Tamil, Telugu, Kannada and Malayalam) for a total consideration of Rs.2,50,00,000/- (Rupees Two Crores and Fifty Lakhs) in favour of the Plaintiff, in perpetuity.

5. Further, vide the Deed of Assignment dated 20.01.2018, exploitation rights, amongst other rights, vest solely and exclusively with the Plaintiff. Apart from the Deed of Assignment, the 1<sup>st</sup> Defendant has executed the Deed of Indemnity in favour of the Plaintiff. In December 2018, the Plaintiff came to know that the 2<sup>nd</sup> Defendant has wrongly acquired similar rights for the same movie GORILLA, as that of the Plaintiff's and the Plaintiff came across a public notice dated 08.12.2018 in the magazine titled "COMPLETE CINEMA", which was published at the instance of the 2<sup>nd</sup> Defendant. The notice stated that the 2<sup>nd</sup> Defendant had acquired Hindi and other North Indian languages dubbing rights for the movie "GORILLA" in Telugu language, directed by Don Sandy and having the same star cast, and objections to the same were to be made within 10 days of the notice being published. The Plaintiff immediately caused a notice to the Defendants on 12.12.2018, claiming its rights over the same movie, vide the Deed of

Assignment, dated 20.01.2018. While the 1<sup>st</sup> Defendant did not reply to the said notice, the 2<sup>nd</sup> Defendant issued a reply dated 24.12.2018, which was received by the Plaintiff only on 05.02.2019.

6. In their reply, the 2<sup>nd</sup> Defendant has stated that they have acquired the sole and exclusive dubbing rights in Hindi and all North Indian languages excluding Tamil, Telugu, Kannada and Malayalam for 99 years of the cinematographic film GORILLA in Telugu language. It is stated by the Plaintiff that the Agreement between the 1<sup>st</sup> and 2<sup>nd</sup> Defendants dated 16.11.2018, being subsequent to the Agreement dated 20.01.2018 between the Plaintiff and the 1<sup>st</sup> Defendant, is void ab initio and that the film GORILLA is to be released in Telugu by 28.02.2019.

7. It is further stated by the Plaintiff that the film GORILLA is a bi-lingual film to be made in Tamil and Telugu. Clause 5 of the Agreement between the Defendants stipulate that both the films are substantially the same barring 25 minutes of the duration. According to the Plaintiff, they have the exclusive right of dubbing the movie in Hindi or any North Indian language, for further selling it/re-distributing it with modifications, alterations, additions, deletions, etc., as contemplated by the Agreement between the Plaintiff and the 1<sup>st</sup> Defendant and that the 2<sup>nd</sup> Defendant cannot be permitted to have the same rights as that of the Plaintiff and any such right allegedly vesting with the 2<sup>nd</sup> Defendant, is null and void being

made subsequent in time. Hence, the Plaintiff approached this Court seeking grant of interim injunction and this Court, vide order dated 21.02.2019 granted interim injunction in O.A.Nos.174 to 176 of 2019 in the above Suit.

8. Learned counsel appearing for the 1<sup>st</sup> Defendant submitted that it is no doubt true that the Plaintiff has paid a sum of Rs.2.5 crores, but the dubbing rights would commence only after 90 days from the date of release of the Suit movie and that the Agreement entered into between the 1<sup>st</sup> and 2<sup>nd</sup> Defendants is not with regard to the Dubbing Rights of the Suit film. However, there is approximately 25 minutes extra duration in the Telugu version of the film GORILLA, apart from the fact that the Star cast is different. He contended that under a misconception, the Plaintiff has approached this Court and that they have stalled the entire release of the bi-lingual Suit movie 'Gorilla', when there is no infringement muchless copyright infringement.

9. According to the learned counsel for the 1<sup>st</sup> Defendant, the contention of the Plaintiff that, from the Telugu version, the movie is going to be dubbed and released and that it may affect the Plaintiff, may not be correct. He also contended that there is no prima facie case as stated by the Plaintiff and that the balance of convenience is tilted in favour of the Defendants. Hence, he prayed for vacating the interim order granted by this

10. In the same lines, learned counsel appearing for the 2<sup>nd</sup> Defendant submitted that there is an Agreement dated 16.11.2018 between the 1<sup>st</sup> Defendant and the 2<sup>nd</sup> Defendant, pursuant to which, a sum of Rs.40 lakhs has been parted with. He went on to state that the Plaintiff has no right as to the copyright of the film GORILLA and that only the 2<sup>nd</sup> Defendant has got right with regard to the film GORILLA in Telugu language and if the interim order granted by this Court on 21.02.2019 is allowed to continue, the purpose of the Suit film would be defeated and it is not going to help anyone muchless the Plaintiff.

11. It is also contended by the learned counsel for the 2<sup>nd</sup> Defendant that there is no copyright infringement as contended by the Plaintiff and that the Plaintiff has got dubbing rights of the Suit film in Hindi and all other Indian languages, excluding Tamil, Telugu, Kannada and Malayalam. He went on to contend that the interim order granted in favour of the Plaintiff cannot be allowed to continue, as it is beyond the scope of the relief sought in the Suit itself.

12. Heard the learned counsel for the Plaintiff and the learned counsel appearing for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants and perused the records.

13. It is not in dispute that there is an Agreement dated 20.01.2018

between the Plaintiff and the 1<sup>st</sup> Defendant with regard to the Hindi rights of the Suit movie 'GORILLA'. Similarly, there is also an Agreement dated 16.11.2018 between the 1<sup>st</sup> Defendant and the 2<sup>nd</sup> Defendant. Furthermore, the rights to the Plaintiff as regards the Suit film would accrue only after 90 days of the release of the Suit film 'GORILLA'. As rightly pointed out by the Defendants, the interim order in stalling the release of the Suit film is not going to help anyone muchless the Plaintiff.

14. Hence, this Court is of the view that the bi-lingual Suit movie GORILLA shall be released on the date that may be specified or fixed by the 1<sup>st</sup> Defendant. With regard to the dubbing of the Suit movie from Telugu, this Court holds that the same shall not be released in any other language either by the Plaintiff or by the 2<sup>nd</sup> Defendant or by anyone, till a final decision is taken in the Applications in O.A.Nos.175 and 176 of 2019. It is made clear that if the 1<sup>st</sup> Defendant has got any other right, this order will not prevent them from exercising the same.

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15. In fine, the interim order granted in O.A.No.174 of 2019 is vacated. Application No.2235 of 2019 is ordered as prayed for.

17. As regards Applications in O.A.Nos.175 and 176 of 2019 are concerned, interim order granted therein stands modified to the extent

mentioned supra and that whether the interim order granted in the said Applications will continue or be vacated, will be decided in detail, as the date of release of the Suit film is slated in May 2019.

18. List the Original Application Nos.175 and 176 of 2019 and Application Nos.2236 and 2237 of 2019 in the above Civil Suit, for hearing, on 09.04.2019.

26.03.2019

**Note to Registry:**

Issue copy of this order on or before 03.04.2019

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**S.VAIDYANATHAN,J.**

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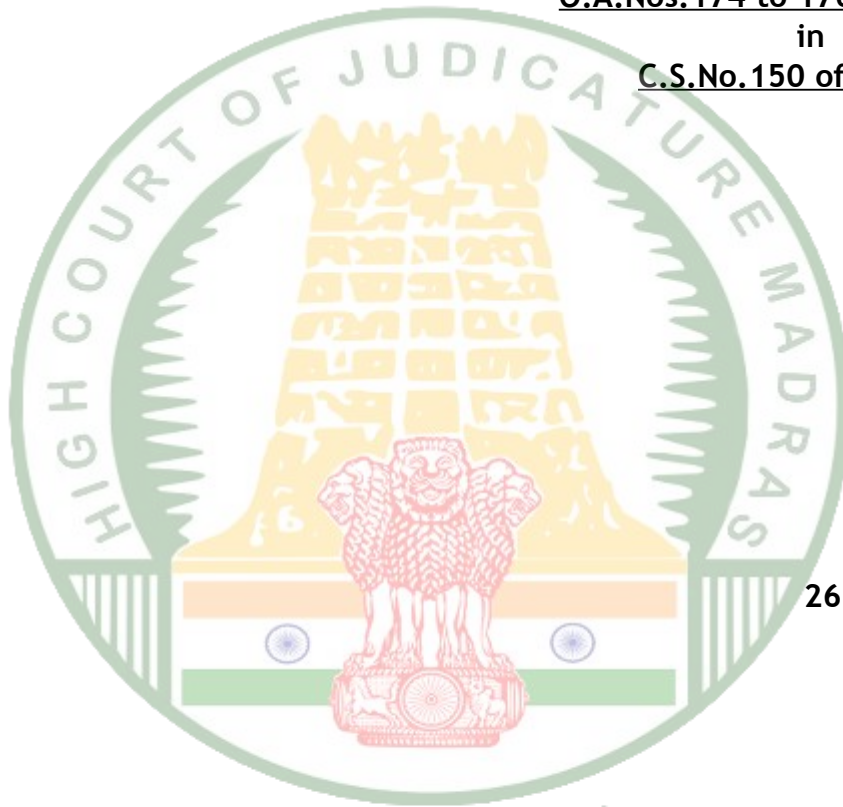
A.Nos.2235 to 2237 of 2019

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O.A.Nos.174 to 176 of 2019

in

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26.03.2019

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