

Civil Suit No.784 of 2014
and
A.No.1013 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated:06.02.2020

Coram:

THE HONOURABLE DR.JUSTICE G. JAYACHANDRAN

Civil Suit No.784 of 2014
and
A.No.1013 of 2014

G.R.Raju,
Proprietor of Vijay Vision,
T-3-4, Jains Crescent Park, Phase-II,
12, Rathinammal Street,
Rangarajapuram,
Kodambakkam,
Chennai 600 024. .. Plaintiff

/versus/

1.Tarun Films International,
No.7, Zarina Co-op Housing Society,
S.V.Road, Bandra(west),
Mumbai 400 050.

2.C.A.Corporation,
Import & Export, Hanuman Building,
3rd Floor, R.S.Sapre Marg,
Mumbai 400 002.

3.Shyam Film Distributors,
Suite No.78, II Floor, Oshiwara Link Plaza,
Comm.Complex, Andheri New Link Road,
Mumbai 400 102.

4.Goldmines Telefilms Private Ltd.,
Plot No.45, Ganpathi Bhavan,
M.G.Road, Goregaon(west),
Mumbai 400 062.

5.Sarala Keshwani,
Proprietor,
S.J.Enterprises, Hari Om Nagar,
Ambadi Road, Vasi(W),
Thane,Maharashtra.
(The 5th defendant impleaded as per the
order dated 27.06.2019 in A.No.2274 of 2017) .. Defendants

Prayer: Plaint filed under Section 55 and 62 of Copyright Act, 1955 read with Order IV Rule 1 of O.S. Rules and Order VII, Rule 1 of C.P.C., praying to pass a judgment and decree in favour of the plaintiff: (a)for the relief of declaration declaring that the plaintiff is the absolute copy right owner in the suit pictures more fully described in the schedule hereunder having the rights of distribution, exhibition, exploitation rights, inclusive of commercial, non-commercial, non-theatrical medias, world Television rights, world Video rights, world Satellite rights, Pay TV, pay per view, Cable TV rights, DVD, VCD, LD, Internet and web based technology rights DTU (Direct to User) and DTH(Direct to Home) rights, and all other rights in whatsoever manner including the future scientific advancement and technological rights for the territories of entire world including India in respect of the suit pictures for a perpetual period of 99 years; (b)granting permanent injunction restraining the first and second defendants their agents,

servants, each and every person or persons in any manner interfering with infringing the plaintiff's copy right in the suit pictures morefully described in the schedule hereunder inclusive of commercial, non-commercial, non-theatrical medias, world Television rights, world Video rights, world Satellite rights, Pay TV, Pay per view, Cable TV rights, DVD, VCD, LD, Internet and web based technology rights DTU(Direct to User) and DTH(Direct to Home) rights, and all other rights in whatsoever manner including the future scientific advancement and technological rights in respect of the suit pictures; and (c) the costs of the suit.

For Plaintiff : Mr.PL.Narayanan

For Defendants : Defendants set exparte

JUDGMENT

The case of the plaintiff is that he is a Copyright Holder of the Hindi Pictures and he has acquired exclusive copyright of the above said pictures Item Nos.1 to 11 from various assignors under various agreements for a perpetual period of 99 years for the entire world satellite rights and pay T.V. rights, world cable T.V. rights and the overseas Television rights. The assignors have assigned the

commercial, non-commercial, non-theatrical, sub titling-dubbing, duping, video cassettes, video copy rights, Disc High seas, Airborne rights and any other formats, which may be introduced during the period of agreement. Whiles, the 5th defendant expressed his desire of buying the sole right of exclusive distribution, exhibition and exploitation of commercial and non-commercial on electronic media from the plaintiff and therefore, a paper publication was issued in the magazine called "Complete Cinema" on 20.09.2014 calling upon any claims regarding the suit films. The plaintiff was shocked to receive a letter dated 25.09.2014 from the 1st defendant claiming rights in respect of the suit films mentioned in Item Nos.1,2,6,8,9 and 10 without disclosing the source of his right.

2. Similarly, defendants 2 and 3 are also claiming World Satellite Television Rights including India for the suit films by their letter dated 22.09.2014 in respect of the suit film mention in Item No.10 and Item Nos.1,2 and 6 respectively. The claim of the defendants are baseless and only to put the plaintiff into hardship and

irreparable injury, the protest letter was sent. Hence, the suit has been filed seeking declaration that the plaintiff is the absolute copyright owner of the suit pictures for the distribution, exhibition, exploitation throughout the world in all the films and to grant permanent injunction restraining defendants 1 and 2, their agents from infringing the plaintiff's copyright.

3. There is no representation on behalf of the defendants despite necessary steps were taken to serve on them. After substitute service, the defendants were set exparte. Exparte evidence was recorded by way of proof affidavit. The plaintiff has marked 20 documents in support of the suit claim.

Ex.P4 is the agreement in respect of Item No.1.

Exs.P8 and P9 are the agreements in respect of item No.1.

Ex.P5 is the agreement in respect of Item No.2

Ex.P6 is the agreement in respect of Item No.5

Ex.P7 is the agreement in respect of Item No.6.

Ex.P3 is the agreement in respect of item No.7.

Ex.P2 is the agreement in respect of Item No.8.

Ex.P1 is the Memorandum of Understanding between the

original owner of the copyright in respect of film under Item Nos.9 & 10.

Ex.P10 is the agreement in respect of item Nos.9 and 10.

4. The contention of the plaintiff is that through Exs.P1 to P15, the plaintiff has proved the ownership of copyright over the suit schedule films and when he sought for assigning their rights to the third party, some objections were received from the defendants through their letters which are marked as Exs.P16 to P20. Though the defendants through the above said letters are claiming copyright over the said films, they have not filed any document to substantiate their claim. Hence, the suit for declaration is filed. Even in the suit, they have neither entered appearance to contest the case nor produce any document to substantiate their claim. Hence, the learned counsel appearing for the plaintiff would submit that the documents relied by the plaintiff are sufficient to show that he is the lawful copyright owner of the suit schedule films and hence, he is entitled for decree as prayed for.

5. A perusal of Exs.P1 to P10 indicates that the plaintiff has got the rights of distribution, exhibition, exploitation etc., right over the suit schedule films and he has been enjoying the same after getting the assignment from the lawful owner. The defendants though have raised objections for any assignment, they have not indicate their source of rights.

6. In the said circumstances, the plaintiff is entitled to the relief as prayed for. Accordingly, the Civil Suit is allowed with costs. Consequently, connected Application is closed.

06.02.2020

Index:yes

Speaking order/non speaking order
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List of witnesses on behalf of the plaintiff:

PW-1 :Mr.G.R.Raju(Plaintiff)

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List of Witnesses on behalf of the Plaintiff:

- Ex.P1 :is the Original Memorandum of Understanding between U.Trinadhakumari & U.Ram Babu and CH.Jaganmohar Rao in respect of item 9 & 10 dated 16.07.1990.
- Ex.P2 :is the Original Agreement executed between Sree Pallavi Productions and plaintiff in respect of item No.8, dated 09.07.1993.
- Ex.P3 :is the Original Agreement executed between Devar Films and plaintiff in respect of item No.7, dated 23.07.1993.
- Ex.P4 :is the Original Articles of Agreement executed between the Sri Sanjay Chithra and plaintiff in respect of Item No.1 dated 04.09.1993.
- Ex.P5 :is the Original Agreement executed between M/s Vikram Productions and plaintiff in respect of Item No.2 dated 07.03.1994.
- Ex.P6 :is the Original Agreement executed between D.V.S. Enterprises and plaintiff in respect of Item No.5.
- Ex.P7 :is the Original Agreement executed between Bramarambika Films and plaintiff in respect of Item No.1 dated 24.10.1994.
- Ex.P8 :is the original Agreement executed between Sri Sanjay Chithra and plaintiff in respect of Item No.1, dated 12.06.1996.
- Ex.P9 :is the photocopy of the agreement executed between Sri Sanjay Chithra and plaintiff in respect of Item No.1 dated 05.12.1998.
- Ex.P10 :is the photocopy of the agreement executed between CH.Jaganmohar Rao and plaintiff in respect of Item Nos.9 & 10 dated 11.09.2000.
- Ex.P11 :is the original Agreement executed between Bramarambika Films and plaintiff in respect of Item No.6 dated 11.11.2000.
- Ex.P12 :is the original Deed of Transfer executed between Sree Annapoorna International and plaintiff in respect of Item No.4 dated 04.01.2001.

- Ex.P13 :is the photocopy of the Agreement executed between D.V.S.Enterprises and plaintiff in respect of Item No.5 dated 12.02.2001.
- Ex.P14 :is the original letter issued by Devar Films to plaintiff dated 01.08.2003.
- Ex.P15 :is the photocopy of the Assignment Agreement executed between M/s Vikram Productions and plaintiff in respect of Item No.2 dated 02.05.2007.
- Ex.P16 :is the photocopy of the Public Notice by 4th defendant issued in "Complete Cinema"dated 20.09.2014.
- Ex.P17 :is the photocopy of the Letter issued by the 3rd defendant to 4th defendant dated 22.09.2014.
- Ex.P18 :is the photocopy of the Letter by 2nd defendant to 4th defendant dated 22.09.2014.
- Ex.P19 :is the photocopy of the Notice issued by the 1st defendant to the 4th defendant.
- Ex.P20 :is the photocopy of the Letter issued to the plaintiff dated 09.10.2014.

List of witnesses on behalf of the defendants:

---Nil---

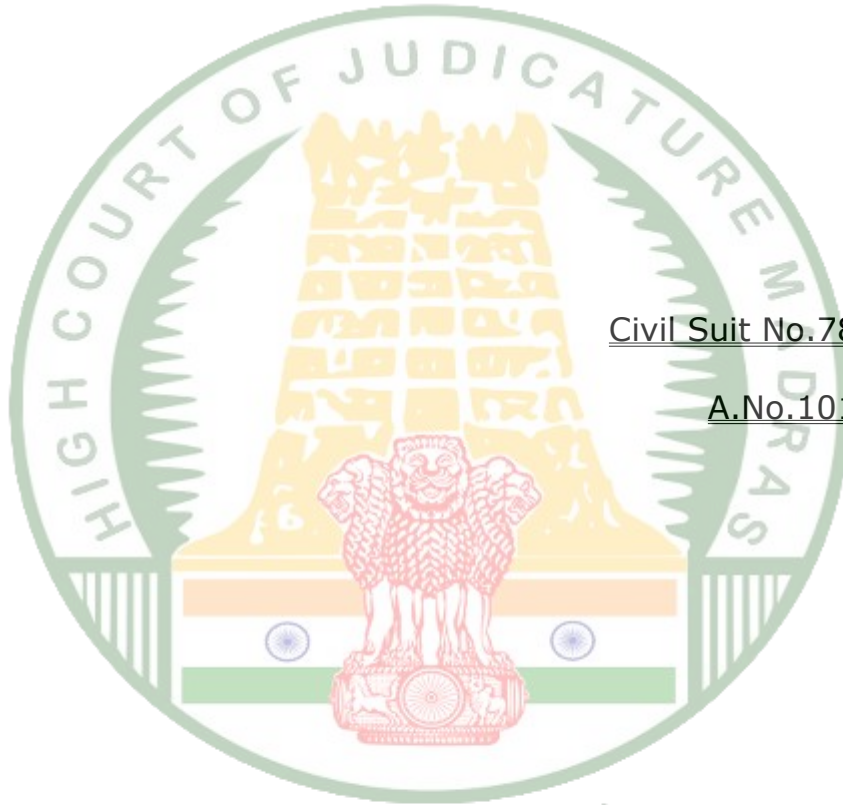
List of exhibits on behalf of the defendants:

----Nil----

Dr.G.JAYACHANDRAN,J.

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