



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

MONDAY, THE 28th DAY OF JUNE 2021

THE HON'BLE MR. JUSTICE R.SUBRAMANIAN

C.S.No.626 of 2015

M/s Sun TV Network Ltd.

Rep: by its Authorised Signatory,

Mr.M.Jyothi Basu,

Murasoli Maran Towers,

73 MRC Nagar Main Road,

MRC Nagar, Chennai – 28.

: Plaintiff

Vs

M/s Mary Matha Production,

Rep by its Proprietor, Mr.Anil Mathew,

TC-25/908, 3rd Floor, Durga Vilas,

Behind New Theatre, Thycaud PO,

Thambanoor, Trivandrum, Kerala – 1.

: Defendant

Civil Suit praying that this Hon'ble Court be pleased to pass a judgment and decree against the defendants in favour of the plaintiff for

(a) For recovery of a sum of Rs.1,97,60,000/- (Rupees One Crore Ninety Seven Lakhs Sixty Thousand Only) [the sum being the advance paid (Rs.54,00,000/-) on 24.09.2012 and interest for the same at the rate of 24% from 24.09.2012 to 11.03.2015 which is Rs.31,32,000/- The 2nd

Installment amount of Rs.54,00,000/- paid on 23.04.2014, and interest for

the same at the rate of 24% from 23.04.2014 to 11.03.2015 which is



Rs.10,80,000/-. The 3rd installment amount of Rs.36,00,000/- paid on 09.06.2014, and interest for the same at the rate of 24% from 09.06.14 to 11.03.2015 which is Rs.6,48,000/- and in total the plaintiff is entitled for Rs.1,92,60,000/-, the liquated damages the sum of Rs5,00,000/-}] as against the defendant with future interest at 24% per annum from the date of filing of the suit and till date of realization.

b) to pay cost

This suit coming on this day before this court for hearing in the presence of Mrs.Sneha for Mr.B.K.Girish Neelakantan, Advocates for the plaintiff herein and the defendant herein, not appearing in person or by advocate and the said defendant herein having been set exparte and upon reading the plaint filed herein and the other exhibits therein referred to and upon perusing the evidence adduced therein and this court is satisfied that the plaintiff has made out a case as pleaded in the plaint, **it is ordered as follows:-**

That the defendant herein, do pay to the plaintiff herein, a sum of Rs.4,83,44,328.80/- (Rupees Four Crore Eighty Three Lakhs Forty Four Thousand Three Hundred and Twenty Eight and paise Eighty only) with further interest at the rate of 24% p.a. on the sum of Rs.1,97,60,000/- (Rupees One Crore Ninety Seven Lakhs Sixty Thousand Only) from this date till the date of realisation.



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2. That the defendant herein, do pay to the plaintiff herein, the costs of this suit, as and when taxed by the taxing officer of this court, and noted in the margin thereof.

WITNESS THE HON'BLE MR. JUSTICE SANJIB BANERJEE,
CHIEF JUSTICE, HIGH COURT AT MADRAS AFORESAID, THIS THE
28th DAY OF JUNE 2021.

Sd/-

ASSISTANT REGISTRAR (Comm.Cases)

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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28.07.2021

C.S.No.626 of 2015

DECREE

DATED: 28.06.2021

THE HON'BLE MR. JUSTICE
R.SUBRAMANIAN

FOR APPROVAL: 29.07.2021

APPROVED ON : 02.08.2021



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.06.2021

CORAM:

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.S.No.626 of 2015

M/s Sun TV Network Ltd.,
Rep. By its Authorised Signatory,
Mr.M.Jyothi Basu,
Murasoli Maran Towers,
73, MRC Nagar, Main Road,
MRC Nagar, Chennai – 28.

...Plaintiff

Vs.

M/s.Mary Matha Production,
Rep. By its Proprietor, Mr.Anil Mathew,
TC-25/908, 3rd Floor, Durga Vilas,
Behind New Theatre, Thycaud PO, Thambanoor,
Trivandrum, Kerela – 1.

...Defendant

Prayer: Complaint filed under Order VII Rule 1 of C.P.C., and Order IV Rule 1 of the rules of the High Court of Madras, Original Side, 1956, praying as follows:-

a)for recovery of a sum of Rs.1,97,60,000/- (Rupees One Crore Ninety Seven Lakhs Sixty Thousand Only) [{the sum being the advance paid (Rs.54,00,000/-) on 24.09.2012 and interest for the same at the rate of 24% from 24.09.2012 to 11.03.2015 which is Rs.31,32,000/-. The 2nd installment amount of Rs.54,00,000/- paid on 23.04.2014, and interest for



R.10,80,000/-. The 3rd installment amount of Rs.36,00,000/- paid on 09.06.2014, and interest for the same at the rate of 24% from 09.06.2014 to 11.03.2015 which is Rs.6,48,000/- and in total the plaintiff is entitled for Rs.1,92,60,000/-, the liquidated damages the sum of Rs.5,00,000/-}] as against the defendant with future interest at 24% per annum from the date of filing of the suit and till date of realization.

b) to pay cost and

c) pass any further similar other orders as this Honourable court may deem fit and proper in the circumstances of the case and thus render justice.

For Plaintiff	: Mrs.Sneha for Mr.B.K.Girish Neelakantan
For Defendant	: No Appearance

J U D G M E N T

The suit is one for recovery of a sum of Rs.1,97,60,000/- paid by the plaintiff to the defendant on various dates for the exclusive copyright of the movie “ENTE SATHYANWESHANA PAREEKSHANANGAL”.

2.According to the plaintiff, the defendant had entered into an assignment agreement dated 17.09.2012, assigning the exclusive copyright in respect of Satellite Television Broadcasting, Direct to Home Broadcast,



Direct Satellite Service, Terrestrial Television Broadcast and all other rights including exhibition of the said film by means of wireless diffusion. The copyright assigned in favour of the plaintiff is for the entire world.

3.The plaintiff would claim that the total consideration was fixed at Rs.2,00,00,000/- (Rupees Two Crores only) and the plaintiff has paid an advance of Rs.60,00,000/- (Rupees Sixty Lakhs only) on the date of the agreement. Another sum of Rs.60,00,000/- (Rupees Sixty Lakhs only) was paid on 23.04.2014. The plaintiff also paid a sum of Rs.40,00,000/- (Rupees Forty lakhs only) on 09.06.2014. These amounts were paid after deducting the tax payable at source. The tentative date of the release of the said movie fixed on 26.10.2012 and the telecast commencement was fixed on 26.04.2013 i.e., six months from the date of release.

4.As per Clause 20 of the said agreement, if there is a delay in the release of the film for a period of more than 90 days, the plaintiff has a right to cancel the agreement. In case of such option being exercised by the plaintiff, the defendant should re-pay all advances paid by the plaintiff along interest at 24% p.a and also a sum of Rs,5,00,000/- (Rupees Five Lakhs only) towards liquidated damages. The tentative date of the release of the movie as already pointed out is 26.10.2012 and the right of the plaintiff would commence from 26.04.2013. The movie was not released as

expected and it was not released even after 90 days. Therefore, the plaintiff



issued a legal notice dated 17.01.2014, exercising its right to cancel the assignment and sought for refund of the advance amount with interest. The said notice was returned with an endorsement “Locked Intimation & Absent”. Shooting of the film was completed and the post production work was also started therefore, the 2nd and 3rd installments were released as per the request of the defendant by its letter dated 14.04.2014 & 22.05.2014.

5. Even thereafter, the defendant did not take any steps to release the movie and the movie is not been released even today. Another notice was issued by the plaintiff on 18.10.2014 seeking repayment of the advance of Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs only) along with interest. That notice was also returned with an endorsement “Locked Intimation and Absent”. Therefore, the plaintiff has come up with the present suit for recovery of a sum of Rs.1,97,60,000/- (Rupees One Crore Ninety Seven Lakhs Sixty Thousand only).

6. Though the defendants were served, they remained exparte. The plaintiff was directed to let in exparte evidence. The plaintiff examined one Mr.M.Jyothibas as P.W.1 and Exs.P1 to P10 were marked. Ex.P1 is the original board resolution, authorizing P.W.1 to depose on behalf of the plaintiff. Ex.P2 is the original assignment agreement between plaintiff and the defendant dated 17.09.2012. Ex.P3 is the original payment voucher & cheque dated 24.09.2012. Ex.P6 is the copy of the payment voucher &



cheque dated 23.04.2014. Ex.P7 is the letter from the defendant to the plaintiff intimating the stage of the movie and seeking further payment dated 22.05.2014. Ex.P8 is the original payment voucher & cheque dated 09.06.2014.

7.From the above evidence that is available, I am satisfied that the plaintiff has made out a case as pleaded in the plaint and the plaintiff is entitled to a decree as prayed for. Accordingly, this suit is decreed as prayed for with costs.

Sd./-R.S.M.J.
28.06.2021

List of witness examined on the side of the plaintiff:

P.W.1- Mr.M.Jyothibasu

List of documents filed on the side of the plaintiff:

<i>S.No.</i>	<i>Exhibits</i>	<i>Description of Documents</i>
1	Ex.P1	Original Board Resolution for Authorisation dated 14.11.2011.
2	Ex.P2	Original Assignment Agreement between plaintiff and the defendant dated 17.09.2012.
3	Ex.P3	Original payment voucher & cheque dated 24.09.2012.
4	Ex.P4	Office copy of legal notice with original postal receipt and return cover dated 17.01.2014.
5	Ex.P5	Xerox copy of the letter from the defendant to the plaintiff dated 14.04.2014.
6	Ex.P6	Xerox copy of the payment voucher & cheque dated 23.04.2014.
7	Ex.P7	Original letter from the defendant to the plaintiff dated 22.05.2014.



S.No.	Exhibits	Description of Documents
8	Ex.P8	Original payment voucher and cheque dated 09.06.2014.
9	Ex.P9	Office copy of the legal notice with original postal receipt and return cover dated 18.10.2014.
10	Ex.P10	Office copy of legal notice with original postal receipt and return cover dated 13.12.2014.

List of witness and documents filed on the side of the defendant:

Nil

Sd./-R.S.M.J.
28.06.2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

COURT OFFICER(O.S.)

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