



C.S.(Comm.Div.) 917 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :16.11.2021

Coram:

THE HONOURABLE N.ANAND VENKATESH,. J

Civil Suit (Comm.Div.) No.917 of 2016

Chalasani Poorna Chandra Rao
3/172 Kumaran Colony, 6th Street,
Vadapalani
Chennai - 600 026.

.... Plaintiff

/versus/

1.Smt. Chalasani Jayaprada Devi
W/o.Venkateswara Rao,
Door No.57-14-3, New P&T Colony Patamata,
Vijayawada - 6.

2. Prasad Film Laboratories
58, Arunachalam Road,
Saligramam,
Chennai - 600 093.

3. Mr. Sudhakar N Kalluri
G-B Roselyn Garden Apartments
37, Barnaby Road, Kilpauk
Chennai - 600 010.

.... Defendant

Prayer: Plaint under Order IV Rule 1 of O.S.Rules read with



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Order VII Rule 1 C.P.C. and Sections 55 and 62 of the Copyright Act 1957.

The plaintiff therefore prays for a judgement and decree against the defendants as follows:

(a) For a declaration that the plaintiff is the absolute owner of the limited copyright namely the Sole and Exclusive copyright for broadcasting the films described in the Schedule hereunder through any Satellite System (Indian or Foreign) exclusive World Satellite Broadcasting Service, and cable rights for the entirety world and for perpetual period.

(b) for a permanent injunction restraining the defendants, their men, agents, officers, etc. from telecasting, interfering or infringing the plaintiff's limited copyright namely the Sole and Exclusive copyright for broadcasting the films described in the Schedule hereunder through any Satellite System (Indian or Foreign) exclusive World Satellite Broadcasting Service, and cable rights for the entirety world and for perpetual period in the pictures, morefully described in the schedule to the plaint ;

(c) for costs of the suit; and

(d) for such further or other orders as this Hon'ble Court may deem fit and proper in the circumstances of the case.

For Plaintiff : Mr.C.Ramesh

For Defendant :Set exparte



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J U D G M E N T

The plaintiff has come up with the present suit seeking for a declaration to declare that he is the absolute owner of the copyright that was conferred on him through the agreement dated 08.04.1995 and for a permanent injunction restraining the defendants, their men, agents, officers etc. from telecasting, interfering or infringing the copyright of the plaintiff.

2. The case of the plaintiff is that he is carrying on business in exhibition, exploitation and distribution of motion pictures. The plaintiff states that, by an agreement dated 08.04.1995, the 1st defendant assigned the sole and exclusive copyright for broadcasting the schedule mentioned movies, through any Satellite System, Cable Television rights without any restrictions and geographical area, in his favour for a valuable consideration and for the period of 99 years. The further case of the plaintiff is that the 1st defendant is also carrying on a similar business and during the course of that business, she acquired the Satellite Television Broadcasting



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rights of the following pictures, mentioned in the schedule to the
plaint.

S. NO	Name of the film
1	Kanchu Kagada
2	Kirai Kotigadu
3	Anadiga Adadi
4	Parama Sivudu
5	Anuraga Bandham

3. The further case of the plaintiff is that the 2nd defendant through a letter dated 11. 08. 2009, confirmed the assignment made by the 1st defendant in favour of the plaintiff. It is stated that the plaintiff has been enjoying the rights acquired by him through the agreement dated 08.04.1995 without any interference, until the 3rd defendant sent him a letter dated 16.09.2016. The letter stated that the schedule mentioned motion pictures are offered for sale and that the movies are free from any claim. The plaintiff further claims that the 3rd defendant has questioned his copyright in the above mentioned pictures. Through a letter dated 23.09.2016, the plaintiff sent a reply to the 3rd defendant stating that he is the absolute owner of the satellite rights of the schedule mentioned motion pictures. The



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plaintiff submits that he is having an apprehension that the defendants may collude together and create another agreement to defeat his rights. Aggrieved by the above sequence of events, the present suit was filed.

4. The defendants were served with notice. They did not choose to contest the suit and they were set ex-parte.

5. The only issue to be decided in the present suit is as to whether the plaintiff has the exclusive right to exploit the copyright given in his favour, by virtue of the agreement dated 08. 04. 1995, executed in favour of the plaintiff by the 1st defendant.

6. This Court, by an order dated 16. 11. 2021, came to a conclusion that oral evidence is not required and the suit can be decided on the basis of the documents filed on behalf of the plaintiff. Accordingly, the documents filed on behalf of the plaintiff were marked as *Exhibits P1 to P4*.



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7. Heard Mr.C.Ramesh, learned counsel appearing on behalf of the plaintiff.

8. The plaintiff is in the business of exploitation, exhibition and distribution of motion pictures. The 1st defendant acquired the Satellite Television Broadcasting rights of the pictures described in the schedule to the plaint. The 1st defendant assigned this sole and exclusive copyright in favour of the plaintiff through an agreement dated 08 .04. 1995, which is marked as *Exhibit P1*. The agreement was entered into for a valid consideration paid by the plaintiff to the 1st defendant. By virtue of this agreement, the plaintiff acquired the sole and exclusive copyrights for broadcasting the motion pictures described in the schedule to the plaint without any restriction in geographical area and for the period of 99 years.

9. It is also clear that the plaintiff addressed a letter to the 2nd defendant informing the assignment made by the 1st defendant, in his favour. The same is evident from the letter dated 11. 08. 2019. The 2nd defendant has confirmed the assignment through this letter



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and the same is marked as *Exhibit P2*.

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10. The plaintiff received a letter dated 16. 09. 2016 from the 3rd defendant questioning the plaintiff as to whether he possesses any right in the schedule mentioned movies. The plaintiff was also informed that the 3rd defendant will proceed further to buy the copyright in the schedule mentioned movies. This is evident from the letter marked as *Exhibit P3*.

11. The plaintiff by letter dated 23. 09. 2016 informed the 3rd defendant about the rights acquired by him, by virtue of the agreement entered into with the 1st defendant. The same is evident from the letter marked as *Exhibit P4*.

12. The plaintiff apprehended that the defendants will collude together and create yet another agreement and thereby deprive the copyright granted in the plaintiff's favour. It is with this cause of action, the present suit has been filed before this Court.



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13. In the considered view of this Court, the apprehension entertained by the plaintiff has some basis. The letter of the 3rd defendant marked as *Exhibit P3* shows that the concerned defendant was also aiming to get the copyright for the very same schedule mentioned motion pictures. There was no control for the plaintiff to have a check on the 1st defendant from once again assigning the rights in favour of the 3rd defendant. Therefore, there was sufficient cause of action for the plaintiff to file the present suit.

14. There is no doubt that the copyright over the schedule mentioned motion pictures was in fact assigned in favour of the plaintiff and the plaintiff had the sole and exclusive right to exploit the said copyright without any restriction on the geographical area and for a period of 99 years. In view of this finding, the issue framed by this court is answered in favour of the plaintiff.

15. In the result, there shall be a decree as prayed for by the plaintiff and considering the facts and circumstances of the case, the suit is allowed with costs of Rs. 10, 000 /-.



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19.11.2021

Index:yes/no
Internet : Yes/No
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List of Witness examined on the side of the Plaintiffs:-

List of Witness examined on the side of the Defendant :-

List of documents filed along with the plaint under Order VII Rule 14(1)
C.P.C.

Sl. Nos.	Date	Parties to the Document	Description	
1.	08.04.1995	1 st Defendant & Plaintiff	Agreement	Xerox Copy
2.	11.08.2009	2 nd Defendant to Plaintiff	Letter	Xerox Copy
3.	16.09.2016	3 rd Defendant to Plaintiff	Letter	Xerox Copy
4.	23.09.2016	Plaintiff to 3 rd Defendant	Reply	Xerox Copy

List of the Exhibits marked on the side of the Defendants:-



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