



C.S. No.588 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 31.10.2023

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.588 of 2016

and

A. No.4184 of 2016

Sanjay Lalwani
Proprietor of SN Media

...

Plaintiff

vs.

1. M/s.Feather Touch Entertainments,
Represented by its Partner
Dr. N.S. Mohan,
No.56, Harley's Road,
Kilpauk,
Chennai – 600 010.

2. M/s.JSK Film Corporation
Represented by its Founder & Managing Director
Mr.J. Satish Kumar
New No.47 (Old No.20),
Giriappa Road,
T.Nagar,
Chennai – 600 017.

3. M/s.Gemini Colour Laboratory
Gemini Industries & Imaging Pvt. Ltd.,
28, New Bangaru Colony,
K.K. Nagar,
Chennai – 78.



C.S. No.588 of 2016

4. M/s.Real Image Technologies Pvt. Ltd.
42, Dr. Ranga Road,
Mylapore,
Chennai – 4.

5. M/s.Scrabble Entertainment Ltd.
33/1, 1st Floor,
Wallajah Road,
Chepauk,
Chennai – 600 002.

6. M/s.UFO India Ltd.,
175/3 & 4, Kumaran Colony Main Road,
J.B. Towers,
Vadapalani,
Chennai – 26.

7. M/s. Sony
33/1, 2nd Floor,
Wallajah Road,
Chepauk,
Chennai – 600 002.

... Defendants

Prayer : Plaintiff has been filed Order IV Rule 1 of High Court Original Side Rules read with Section 54, 55 and 62 of the Copyright Act 1957 read with Order VII Rule 1 of CPC

a. Directing the 1st defendant to pay a sum of Rs.68,16,925/- (Rupees Sixty eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) to the plaintiff towards principal and interest and subsequently to pay 36% interest for a principal amount of Rs.35,00,000/- (Rupees thirty lakhs only) from the date of filing the plaint till the recovery of the suit amount.



C.S. No.588 of 2016

b. To Declare that the plaintiff is the copyright holder in respect of Tamil film “VAA DEAL”, starring Arun Vijay, Karthika Nair and others directed by Shiva Gnanam for Chennai, North Arcot and South Arcot, Chengelpet district [NSC area as known in film trade]

c. To grant permanent injunction restraining the defendants or their men, agent from releasing the Tamil Film “VAA DEAL”, starring Arun Vijay, Karthika Nair and others Directed by Shiva Gnanam without paying the plaintiff a sum of Rs.68,16,925/- (Rupees Sixty Eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) with interests.

d. To direct the 1st defendant to pay the cost of the suit.

e. To pass other suitable orders.

For Plaintiff

: Mr.K.P. Sanjeev Kumar
for M/s.Ojas Law firm

JUDGMENT

The suit has been filed seeking for the following reliefs :

a. Directing the 1st defendant to pay a sum of Rs.68,16,925/- (Rupees Sixty eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) to the plaintiff towards principal and interest and subsequently to pay 36% interest for the principal amount of Rs.35,00,000/- (Rupees thirty lakhs only) from the date of filing the plaint till the recovery of the suit amount.

b. To Declare that the plaintiff is the copyright holder in respect of Tamil film “VAA DEAL”, starring Arun Vijay, Karthika Nair and others directed by Shiva Gnanam for



C.S. No.588 of 2016

Chennai, North Arcot and South Arcot, Chengelpet district
[NSC area as known in film trade]

c. To grant permanent injunction restraining the defendants or their men, agent from releasing the Tamil Film “VAA DEAL”, starring Arun Vijay, Karthika Nair and others Directed by Shiva Gnanam without paying the plaintiff a sum of Rs.68,16,925/- (Rupees Sixty Eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) with interests.

d. To direct the 1st defendant to pay the cost of the suit.

e. To pass other suitable orders.

2. At the outset, the learned counsel for the plaintiff on instructions would submit that the plaintiff is giving up prayer (b) of the plaint. Accordingly, there is no necessity for this Court to adjudicate on prayer (b) of the plaint, which is extracted supra.

3. The defendants have already been set exparte by this Court and till date, none of them have filed an application to set aside the exparte order.

4. The suit claim has been laid on the ground that the first defendant has not repaid the loan amount of Rs.35,00,000/- to the plaintiff, pursuant to the execution of Promissory Notes, dated 27.09.2013 and 12.02.2014 by the first defendant in favour of the



C.S. No.588 of 2016

plaintiff. The Promissory Note of Rs.10,00,000/- was executed by the first defendant in favour of the plaintiff on 27.09.2013 and the Promissory Note for another sum of Rs.25,00,000/- was executed by the first defendant in favour of the plaintiff on 12.02.2014. A total sum of Rs.35,00,000/- was lent by the plaintiff to the first defendant and the rate of interest payable by the first defendant as per the promissory notes is 3% p.m. i.e. 36% p.a. The undated cheques have also been issued by the first defendant for the loan amount in favour of the plaintiff to secure the money lent by the plaintiff to the first defendant. A letter of undertaking has also been issued by the first defendant dated 12.02.2014 in favour of the plaintiff giving rights to the plaintiff to exploit the film “VAA DEAL” to be produced by the first defendant for certain areas. According to the plaintiff, till date, the movie “VAA DEAL” is yet to be released. As seen from the plaint averments at the time of the filing of the suit, the first defendant had advertised in the newspaper about the release of the film “VAA DEAL” and based on the said apprehension, the plaintiff had also filed an application seeking for interim injunction to restrain the first defendant from releasing the movie. This Court had also granted an order of interim injunction in favour of the plaintiff,



C.S. No.588 of 2016

which was also made absolute thereafter. However, the learned counsel for the plaintiff would now submit that till date, the movie “VAA DEAL” is yet to be released and in all likelihood, it may not be released by the first defendant in the near future. In such circumstances, he would submit on instructions that the plaintiff is giving up its claim with regard to the prayer (b) of the plaint wherein, the plaintiff has sought for declaration that he is the copyright owner in respect of Tamil film “VAA DEAL” starring Arun Vijay, Karthika Nair and others directed by Shiva Gnanam for Chennai, North Arcot and South Arcot, Chengelpet district [NSC area as known in film trade].

5. The learned counsel for the plaintiff would submit that the plaintiff is only interested in recovering the money lent to the first defendant pursuant to the execution of the promissory notes by the first defendant in favour of the plaintiff on 27.09.2013 and 12.02.2014 respectively. Therefore, there is no necessity for this Court to adjudicate with regard to prayer(b) of the plaint.

6. Before, the learned Additional Master No.I, the plaintiff had let in oral and documentary evidence and he was examined as P.W.1. He had filed a proof affidavit in support of the suit claim. The following



C.S. No.588 of 2016

documents were marked as Exhibits on the side of the plaintiff (P.W1)

before the learned Additional Master – I :

1.	Ex.P1 is the original promissory note dated 27.09.2013
2.	Ex.P2 is the original promissory note dated 12.02.2014.
3.	Ex.P3 is the original letter of undertaking dated 12.02.2014.
4.	Ex.P4 is the original Newspaper cutting of advertisement in tamil daily DAILY THANTHI, dated 19.08.2016
5.	Ex.P5 is the photocopy of the HDFC Bank Cheque bearing No.000067
6.	Ex.P6 is the photocopy of the HDFC Bank Cheque bearing No.000068
7.	Ex.P7 is the photocopy of the letter dated 10.02.2014.

7. As seen from the marked Exhibits, on the side of the plaintiff, it is clear that the plaintiff had lent a total sum of Rs.35,00,000/- to the first defendant, which is evidenced by the promissory note dated 27.09.2013 marked as Ex.P1 and the Promissory note dated 12.02.2014 marked as Ex.P2. The rate of interest payable by the first defendant to the plaintiff is also disclosed in both the promissory notes and the rate of interest payable is 3% p.m., which amounts to 36% p.a. The first defendant has also executed the letter of undertaking dated 12.02.2014, which has been marked as Ex.P3, which confirms that the first defendant had given the exploitation rights over the movie “VAA DEAL” in respect of certain areas in favour of the plaintiff. According to the plaintiff the movie is



C.S. No.588 of 2016

yet to be released. Therefore, the letter of undertaking dated 12.02.2014(Ex.P3) has no bearing for adjudication of the suit since, the plaintiff has given up the right of declaration as prayed for in prayer (b) of the plaint. However, in order to protect the interest of the plaintiff prayer (c) of the plaintiff seeking the permanent injunction to restrain the first defendant from releasing the Tamil Film “VAA DEAL” will have to be considered by this Court.

8. The undated cheques have also been issued by the first defendant in favour of the plaintiff, which are marked as Exs.P5 and P6 which will confirm that a total sum of Rs.35,00,000/- has been lent by the plaintiff to the first defendant. Ex.P7 is the photocopy of the letter dated 10.02.2014 issued by another producer by name Surabhi films undertaking to pay a sum of Rs.9,00,000/- to the plaintiff before the release of the movie “VAA DEAL”. However, the said letter is of no consequence since the relief sought for in prayer (b) in the plaint has been given up by the plaintiff.

9. After giving due consideration to the oral and documentary evidence available on record, which has been discussed supra, this Court is of the considered view that the suit claim with regard to prayers (a) (c)



C.S. No.588 of 2016

and (d) is proved as the first defendant has availed a loan of Rs.35,00,000/- from the plaintiff and has agreed to re-pay the said sum with interest at 3% p.m., which amounts 36% p.a., as seen from the Promissory Notes marked as Exs.P1 and P2 and the same has also not been repaid.

10. Since the defendants 3 to 7 are unnecessary parties with regard to adjudication of the dispute pertaining to the prayers (a) (c) and (d) in the plaint, there is no need for this Court to discuss with regard to the averments contained in the plaint as against them. However, as seen from the plaint averments, the second defendant has been attempting to release the movie through the first defendant and therefore, they are a necessary party as prayer (c) in the plaint will have a bearing on them.

11. Since the defendants 3 to 7 are unnecessary parties with regard to adjudication of the dispute pertaining to the prayers (a) (c) and (d) in the plaint, there is no need for this Court to discuss with regard to the averments contained in the plaint as against them. However, as seen from the plaint averments, the second defendant has been attempting to release the movie through the first defendant and therefore, they are a necessary party as prayer (c) in the plaint will have a bearing on them.



C.S. No.588 of 2016

WEB COPY

12. The details of the suit claim amounting to Rs.68,16,925/- is found in the memo of calculation filed along with the plaint which is extracted hereunder:

DATE	AMOUNT
27.09.2013 - Principal loaned	Rs.10,00,000/-
Interest at 36% till 21.08.2016	Rs.10,43,505/-
12-2-2014 - Principal loaned	Rs.25,00,000/-
Interest at 36% till 21.08.2016	Rs.22,73,420/-
-	-
Total	Rs.68,16,925/-

The plaintiff has calculated the suit claim only based on the Promissory Notes and therefore, the suit amount of Rs.68,16,925/- is correct.

13. In the result, the suit claim is partly decreed by issuing the following directions:

i) The first defendant is directed to pay a sum of Rs.68,16,925/- (Rupees Sixty Eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) to the plaintiff towards principal and interest and also directed to pay 36% interest p.a. for the principal amount of Rs.35,00,000/- (Rupees thirty lakhs only) from the date of filing the plaint till the recovery of



C.S. No.588 of 2016

the suit amount.

WEB COPY

ii) Permanent injunction is granted by restraining the defendants or any person from releasing the Tamil Film “VAA DEAL”, starring Arun Vijay, Karthika Nair and others, Directed by Shiva Gnanam without paying the plaintiff a sum of Rs.68,16,925/- (Rupees Sixty Eight Lakhs Sixteen Thousand Nine Hundred and Twenty Five only) together with interests.

iii) The first defendant is directed to pay the cost of the suit.

Consequently, connected application is closed.

31.10.2023

Index: Yes/ No
Speaking order / Non speaking order
Neutral citation : Yes / No
vsi2



WEB COPY



C.S. No.588 of 2016

APPENDIX

List of Witness Examined on the side of the Plaintiff:

Mr.Sanjay Lalwani as PW1

List of documents marked on the side of the plaintiff :

S. No.	Exhibits	Description of documents
1.	P1	Ex.P1 is the original promissory note dated 27.09.2013
2.	P2	Ex.P2 is the original promissory note dated 12.02.2014.
3.	P3	Ex.P3 is the original letter of undertaking dated 12.02.2014.
4.	P4	Ex.P4 is the original Newspaper cutting of advertisement in tamil daily DAILY THANTHI, dated 19.08.2016
5.	P5	Ex.P5 is the photocopy of the HDFC Bank Cheque bearing No.000067
6.	P6	Ex.P6 is the photocopy of the HDFC Bank Cheque bearing No.000068
7.	P7	Ex.P7 is the photocopy of the letter dated 10.02.2014.



WEB COPY



C.S. No.588 of 2016

ABDUL QUDDHOSE, J.

vsi2

C.S. No.588 of 2016

31.10.2023