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C.S.No.974 of 2010

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.12.2023

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.974 of 2010

SUN TV Network Ltd.,
rep. by its Authorised Signatory
M.Jyothi Basu

... Plaintiff

(amended as per order dated 25.03.2022 in A.No.
1251 of 2022 and time extended as per order dated
25.04.2022 and 17.06.2022)

Vs.

1.K.V.V.Satyanarayana

2.M/s.G.S.K.Network,
rep. by its Proprietor
G.S.K.Naidu

3.M/s.Shalimar Video Company

4.Ramanaidu Colour Laboratories

... Defendants

PRAYER: Plaintiff filed under Sections 55 and 62 of the Copyright Act, 1957 and Order IV Rule 1 of Original Side Rules 1956 read with Order VII Rule I of C.P.C. prays for a judgment and decree against the defendants:

(i)for a declaration declaring that the plaintiff is the exclusive copyright holder of the cinematography film “DONGALA BUNDI” (Telugu



colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast for the entire world as assigned in the agreement dated 17.02.2009;

ii)for a permanent injunction restraining the defendants, their men, agents, assignees or any other person or persons claiming through them from in any manner infringing the plaintiff's copyrights in the cinematography film "DONGALA BUNDI" (Telugu colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast, CD, DVD and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast CD, DVD for the entire world as assigned in the agreement dated 17.02.2009;

iii)Award damages of Rs.25,00,100/-; and

iv)directing the defendants to pay costs.

For Plaintiff : Mr.N.Narendran,
Assisted by Siddharth
for King & Patridge



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JUDGMENT

This suit has been filed seeking for the following reliefs:

i)for a declaration to declare that the plaintiff is the exclusive copyright holder of the cinematography film “DONGALA BUNDI” (Telugu colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast for the entire world as assigned in the agreement dated 17.02.2009;

ii)for a permanent injunction restraining the defendants, their men, agents, assignees or any other person or persons claiming through them from in any manner infringing the plaintiff's copyrights in the cinematography film “DONGALA BUNDI” (Telugu colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television



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Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast, CD, DVD and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast CD, DVD for the entire world as assigned in the agreement dated 17.02.2009;

iii) Award damages of Rs.25,00,100/-; and

iv) directing the defendants to pay costs.

2. The plaintiff claims that they are the absolute copyright holder of the Telugu film “DONGALA BUNDI” (Telugu colour) and the first Defendant has assigned the copyright to the plaintiff vide Assignment Agreement dated 17.02.2009 for a valuable consideration as envisaged under Section 19 of the Copyright Act. Under the Assignment Agreement, the first defendant has assigned the exclusive rights to broadcast and exploit the Suit Film, inter alia, in respect of satellite, terrestrial, DTH telecast, VCD, DVD rights and all other platforms more fully set out under Clause 1 & 3 of the Assignment Agreement amongst other clauses for a valuable consideration of Rs.1,10,00,000/- (Rupees One Crore Ten Lakhs only) as mentioned in clause 4 of the Assignment Agreement. Accordingly, the



plaintiff had paid the entire consideration and got exclusive copyright in respect of the Suit Film “DONGALA BUNDI” (Telugu colour). According to the plaintiff, originally, the second defendant was the copyright holder of the suit film. Thereafter, the second defendant has entered into an Assignment Agreement dated 27.10.2008 with the first Defendant for the suit film, “DONGALA BUNDI” (Telugu colour) inter alia, for terrestrial television broadcast, satellite television broadcast rights and other rights. Thereafter, the first defendant has entered into an Assignment Agreement with the Plaintiff. The fourth defendant has issued a letter of confirmation dated 20.02.2009 to the plaintiff in respect of exclusive world satellite broadcasting rights and other electronic media rights of the said film “DONGALA BUNDI” (Telugu colour) for a perpetual period without any geographical restrictions upon instructions from the first defendant as per the said letter. According to the plaintiff, they are the exclusive copyright holder of the suit film namely “DONGALA BUNDI” (Telugu colour).

3.While that be so, according to the plaintiff, they came to know that the third defendant had pirated the suit film “DONGALA BUNDI” (Telugu colour) and sold it in the market and earned illegal profits out of the same.



According to the plaintiff, the third defendant has infringed the copyright of the plaintiff over the subject movie and has committed an act of piracy by selling the movies through DVDs and CDs. The fourth defendant is a Laboratory, which was having possession of the negatives of the film "DONGALA BUNDI" (Telugu colour) and only under those circumstances, the fourth defendant has been arrayed as a party defendant in the suit. The plaintiff has sought for a declaration and permanent injunction and has also sought for awarding Rs.25,00,100/- towards damages together with interest and costs. The defendants have been set exparte by this Court. Till date, no application has been filed by any of the defendants to set aside the exparte order.

4.The plaintiff's authorised representative M.Jyothi Basu (PW1) has been examined as a witness on behalf of the plaintiff before the learned Additional Master II. Through PW1, the following documents were marked as Exhibits:

<i>Ex.Nos.</i>	<i>Date</i>	<i>Description</i>
P1	29.05.2015	Board Resolution
P2	17.02.2009	Assignment Agreement between the first defendant and the plaintiff



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<i>Ex.Nos.</i>	<i>Date</i>	<i>Description</i>
P3	27.10.2008	Assignment Agreement by the second defendant to the first defendant
P4	20.02.2009	Confirmation letter sent by the fourth defendant to the plaintiff
P5		Original CDs

5.M.Jyothi Basu, the plaintiff's representative (PW1) has filed proof affidavit reiterating the averments contained in the plaint before the learned Additional Master II. As seen from Ex.P3, which is an Assignment Agreement dated 27.10.2008 entered into between the second defendant and the first defendant, the first defendant has obtained his rights in the suit film "DONGALA BUNDI" (Telugu colour). The first defendant has thereafter assigned the copyright for the said film in favour of the plaintiff under an Assignment Agreement dated 17.02.2009, which has been marked as Ex.P2. A confirmation letter dated 20.02.2009 issued by the fourth defendant, which is the Laboratory, to the plaintiff confirming the transfer of copyright in respect of the suit film in favour of the plaintiff, has been marked as Ex.P4. The pirated VCD and DVD released by the third defendant was marked as Ex.P5 before the learned Additional Master II, which confirms that the third defendant has committed an act of piracy by making CDs and



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DVDs for the suit film without the permission of the plaintiff unauthorisedly and has made profits out of the same by selling it to various parties.

6.From the aforesaid documents, it is clear that the plaintiff is the exclusive owner of the suit film "DONGALA BUNDI" (Telugu colour). The second defendant has entered into an Assignment Agreement dated 27.10.2008 with the first Defendant for the suit film, "DONGALA BUNDI" (Telugu colour) inter alia, for terrestrial television broadcast, satellite television broadcast rights and other rights. Thereafter, the first defendant has entered into an Assignment Agreement with the plaintiff dated 17.02.2009, which confirms that the plaintiff has acquired sole and exclusive copyright to broadcast the film "DONGALA BUNDI" (Telugu colour) through all modes including but not limited to the satellite system, by acquiring World Satellite Rights, Direct to-home Services, Terrestrial Digital Service, Cable Television Service, VCD, DVD, Laser Disc, Internet, Radio, FM, Broadband, Wire, Wireless and all other modes, without any restriction of geographical area. The relevant change in the Assignment agreement dated 17.02.2009 (Ex.P3), which gives the plaintiff the aforesaid rights, is extracted hereunder:



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'NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1) The Assignor irrevocably assigns to the Assignee the sole and exclusive copyright for broadcasting the said Film through any Satellite System (Indian or Foreign), Exclusive World Satellite Rights, Satellite Broadcasting Service, Satellite Television Broadcasting Service, Satellite Radio Broadcasting, Public Service Broadcasting, Private Communication/ Broadcast, Terrestrial Broadcasting Service, Terrestrial Digital Service/Broadcasting, Cable Television Service, Station, Doordharshan, Direct to Home Service, Airborne Rights, Seaborne Rights, Railborne Rights, Pay TV Rights, VCD, DVD, Laser Disc, Internet, IP TV, D.V.B.T, Radio (All Dimension), FM Broadband Telephony, Audio, Video, Local Delivery Service, MMDS, Cable, Wire, Wireless, any forms of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay stations and all its grammatical variations and cognate expressions shall be construed accordingly or any other systems without restriction of geographical area.'

7.The plaintiff has also proved through Ex.P5, the priated CD and DVD released by the third defendant that the third defendant has committed



an act of piracy in respect of the suit film "DONGALA BUNDI" (Telugu colour). Since the plaintiff has proved through oral and documentary evidence that the third defendant has committed an act of piracy and the plaintiff is the exclusive owner of the copyright for the suit film, the relief of declaration and permanent injunction sought for by the plaintiff in the plaint has to be granted by this Court. Apart from the declaration and the injunction reliefs sought for in the plaint, the plaintiff has also sought for the relief of damages against the defendants seeking for payment of damages of Rs.25,00,100/-. As seen from the oral and documentary evidence available on record, the plaintiff has not produced any evidence to prove that they have suffered loss to the extent of Rs.25,00,100/- as claimed in the plaint on account of the piracy committed by the third defendant. However, in view of the fact that the third defendant has committed an act of piracy, some amount of damages will have to be granted to the plaintiff though not for a sum of Rs.10,00,000/- as claimed in the plaint.

8.For the foregoing reasons, this Court is of the considered view that the suit claim has been proved based on the oral and documentary evidence produced on record by the plaintiff.



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9. In the result, this Court quantifies the damages payable by the third defendant to the plaintiff at Rs.1,00,000/- instead of Rs.25,00,100/-, claimed in the plaint. Insofar as the remaining defendants are concerned, they are not liable to pay any damages to the plaintiff since they are parties, who have not committed an act of piracy for the following reasons:

No evidence has been placed on record by the plaintiff to prove that with the connivance of defendants 1, 2 and 4, the third defendant had committed an act of piracy.

10. In the result, this suit is partly decreed by granting the following reliefs:

(a) It is declared that the plaintiff is the exclusive copyright holder of the cinematography film “DONGALA BUNDI” (Telugu colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith including



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exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast for the entire world as assigned in the agreement dated 17.02.2009;

(b) A permanent injunction is granted restraining the defendants, their men, agents, assignees or any other person or persons claiming through them from in any manner infringing the plaintiff's copyrights in the cinematography film "DONGALA BUNDI" (Telugu colour), starring Allari Naresh, Tanya, Brahmanandam, Ali, Venu, Madhav, Kondavalasa, Chitram Srinu, Shakila and others directed by Mr.V.Satish and produced by Mr.K.V.V.Satyanarayana inclusive of the rights of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast, CD, DVD and all other rights connected therewith including exhibition of the film by means of wireless diffusion and by wire for communication to the public through Television Broadcast CD, DVD for the entire world as assigned in the agreement dated 17.02.2009;

(c) The third defendant is directed to pay Rs.1,00,000/- as damages to the plaintiff.



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(d)The third defendant is directed to pay the costs of the suit to the plaintiff.

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

(PW1) Mr.Jyothi Basu

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

<i>Ex.Nos.</i>	<i>Date</i>	<i>Description</i>
P1	29.05.2015	Board Resolution
P2	17.02.2009	Assignment Agreement between the first defendant and the plaintiff
P3	27.10.2008	Assignment Agreement by the second defendant to the first defendant
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ABDUL QUDDHOSE,J.

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