



WEB COPY



C.S.(Comm.Div).No.86 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 10.03.2023

PRONOUNCED ON : 16.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.S.(Comm.Div).No.86 of 2021

Sambandam Mouttou
Proprietor, M/s Tanisha International
Old No.10, New No.25, 27, 29/1, 29/2, 31
V.O.C. Main Road – Kodambakkam
Chennai 600 024.

... Plaintiff

VS

A.Sakthivel, Proprietor
M/s The South Indian Company
No.46/5 53rd Street, 9th Sector
K.K. Nagar, Chennai 600 078.

... Defendant

Prayer: Civil Suit is filed under Order IV Rules 1 of O.S.Rules and Order VII Rule 1 of CPC r/w Section 2(1)(c)(xvii) of the Commercial Courts,



C.S.(Comm.Div).No.86 of 2021

Commercial Division and Commercial Appellate division of High Courts Act,
2018 R/w Section 3 and 62 of the Copyright Act of 1957, praying to,

(a) to grant a permanent injunction restraining the Defendant, his men, agents, servants, subordinates, successors in interest or any one claiming to him from in any manner reassign / encumber / alienate / sell or create any other form of encumbrance with respect to the overseas copy right / exhibition rights more fully described in the Schedule hereunder [excluding Malaysia] of the Tamil Film “Monkey Donkey”, starring Sriram Karthik and Yuvina, Directed by Abi Anand and Music by Suraj S. Kurup – Saleesh Padmini Subramaniam to be released in the Month of November 2021 or any other subsequent date;

(b) to grant a permanent injunction restraining their men, agents, servants, subordinates or any one claiming under him from his any manner uploading the film “Monkey Donkey” in Youtube or other related channel or to any other digital mode in the Worldwide territory assigned to the Plaintiff except Malaysia and India during the release of the film in the Month of November 2021 or any other subsequent dates;

(c) for the cost of the suit;

(d) for such other relief/s



C.S.(Comm.Div).No.86 of 2021

(e) and pass such further or other orders as this Hon'ble Court may deem it fit and proper in the facts and circumstances of the case and thus render justice.

For Plaintiff : Mr.Sharukumar.S.I
for Mr.T.T.Ravichandran

J U D G M E N T

The present suit is filed by the plaintiff seeking permanent injunction restraining the defendant and his men from reassigning or encumbering or alienating overseas exhibition rights of the Tamil Film “Monkey Donkey” and also for injunction restraining the defendant and his men from uploading the said film in You-tube or other related channel.

Plaint Averments:

2. According to the plaintiff, he is a Producer and Distributor of Films made in Tamil and other languages having Principal Office at Chennai. The plaintiff is in the business of purchasing film rights exclusively for



C.S.(Comm.Div).No.86 of 2021

WEB CAM

distribution in the territories other than India. The defendant is also in the business of film distribution across the World. It was averred in the plaint that the sister concern of the plaintiff namely “M/s Trade Point” was a proprietor concern and his wife Mrs.Madhavi was its proprietrix. The defendant entered into Agreement of Assignment on 24.03.2021 with plaintiff's sister concern Trade Point for assignment of overseas right of Tamil feature film 'Manja Sattai Pacha Sattai' starring Guru Somasundaram and others directed by Thambakutty. A sum of Rs.6 lakhs was paid as a consideration for assignment of said rights under the agreement. The defendant, violating the terms of said agreement, sold the overseas right of film 'Manja Sattai Pacha Sattai' to a third party viz., M/s. A.P. International. The film was released Worldwide on 15th April 2021 and thereby, the plaintiff's sister concern Trade Point was completely deceived. As the plaintiff demanded return of consideration of Rs.6 lakhs paid to defendant along with damages of Rs.5 lakhs for breach of contract, the defendant entered into another assignment contract with the plaintiff to compensate the loss. Accordingly, the defendant entered into another Assignment Agreement with the plaintiff on 24.07.2021 whereunder he assigned the exclusive overseas right of the film 'Monkey Donkey' for



entire World except Malaysia to the plaintiff. The receipt of additional consideration of Rs.2,50,000/- was admitted and acknowledged by the defendant in the agreement itself. At the time of assignment, it was represented by the defendant that he had purchased the overseas rights of the film 'Monkey Donkey' from M/s Ruby Films for a sum of Rs.10 lakhs by way of Agreement dated 17.08.2020.

3. It was asserted by the plaintiff that he reliably learnt that the defendant was once again attempting to sell the rights of the Tamil film 'Monkey Donkey' to one M/s A.P. International again. It was also asserted that the defendant already violated the contract of assignment with sister concern of the plaintiff in respect of film 'Manja Sattai Pacha Sattai' and consequently, the plaintiff genuinely apprehend that once again the defendant would violate the present assignment deed and sell the overseas rights of the film 'Monkey Donkey' to a third party. It was also asserted that there was a specific clause in the agreement that the film will not be uploaded either in Youtube or any other related digital or other channels in the overseas. On these pleadings, the plaintiff sought for injunction restraining the defendant



as mentioned above.

WEB COPY

4. Though suit summons were served on the defendant, he failed to enter appearance. This Court by order dated 13.04.2022 set the defendant *exparte*. Thereafter, *exparte* evidence was recorded. The plaintiff was examined as PW.1 and 4 documents were marked on his side as Ex.P1 to P4.

5. Ex.P1 is a copy of Assignment Deed entered into between the defendant and plaintiff's sister concern Trade Point in respect of Tamil film 'Manja Sattai Pacha Sattai'. Ex.P2 is a copy of Assignment Deed entered between defendant and plaintiff in respect of overseas rights of the film 'Monkey Donkey'. Ex.P3 is a Assignment Deed entered between the defendant and plaintiff in respect of overseas of rights of Tamil film 'Kuberan'. Ex.P4 is a Assignment Deed entered between M/s.Rooby Films and defendant in respect of assignment of theatrical and non-theatrical rights including overseas rights in respect of Tamil film 'Monkey Donkey'.



6. The learned counsel for the plaintiff by relying on the evidence of PW.1 and documents Ex.P1 to P4 submitted that plaintiff is the overseas copyright holder of Tamil film 'Monkey Donkey' and hence, he is entitled to seek injunction as prayed for.

7. A perusal of evidence of PW.1 coupled with Ex.P2 and P4 would make it clear that plaintiff acquired overseas copyrights in respect of Tamil film 'Monkey Donkey' from the defendant herein. It is seen from Ex.P4 that the defendant acquired the said rights from M/s Ruby Films. A perusal of Ex.P2 would make it clear that the defendant assigned the copyright of the Tamil film 'Monkey Donkey' in favour of the plaintiff for the entire World excluding Malaysia for a consideration of Rs.2,50,000/-. The defendant acknowledged the receipt of Rs.2,50,000/- from plaintiff as mentioned in schedule-E to the Assignment Deed/Ex.P2. It is also seen from perusal of Ex.P4, defendant acquired the copyrights of Tamil film 'Monkey Donkey' from the M/s Ruby Films. Therefore, the rights acquired by defendant under Ex.P4 had been conveyed to plaintiff under Ex.P2 thereby, making the plaintiff the owner of the copyrights for the Tamil film 'Monkey Donkey' in



respect of the entire World except Malaysia.

WEB COPY

8. The plaintiff as PW.1 deposed about the earlier agreement entered between the defendant and his sister concern regarding another Tamil feature film 'Manja Sattai Pacha Sattai' and the subsequent breach committed by the defendant by selling the rights again to a third party. The earlier agreement between the plaintiff's sister concern and the defendant has been marked as Ex.P1.

9. In view of the antecedents of the defendant in breaching the assignment agreement, the plaintiff proved the cause of action for maintaining a present suit for injunction. Thus, in the light of the oral evidence of PW.1 and the documentary evidences viz., Ex.P1 to P4, this Court has come to a conclusion that the plaintiff is entitled to a decree for injunction as prayed for.

10. In view of the discussions made earlier, the suit is decreed as



C.S.(Comm.Div).No.86 of 2021

prayed for. However, in the facts and circumstances of the case, there will be
no order as to costs.

16.03.2023

Index : Yes / No
NCC : Yes / No
dm



WEB COPY



C.S.(Comm.Div).No.86 of 2021

S.SOUNTHAR, J.

dm

C.S.(Comm.Div).No.86 of 2021

16.03.2023