



C.S.No.380 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 26.02.2024

Pronounced on : 01.03.2024

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S.No.380 of 2019

M/s.Bharani Pictures Private Limited,
Rep. By its Manager
Mr.Ramakrishna Bhatt,
Chennai.

... Plaintiff

Vs.

1.Doordarshan Kendra (Saptagiri Channel),
Rep. By its Director, Ponama Thotta,
Vijayawada – 520 001.
Andhrapradesh.

2.Doordarshan Kendra (Yadagiri Channel),
Rep. By its Director,
Ramanthapur,
Hyderabad – 500 043.

... Defendants

Prayer: Civil Suit is filed under Order IV Rule 1 of O.S. Rules read with
Order VII Rule 1 CPC and Sections 55 and 62 of the Copyright Act,
1957, praying:-



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(a) to declare that the plaintiff is the absolute copyright owner in the suit films morefully described in the schedule hereunder as Item 1 to 21 having the rights of distribution, exhibition, exploitation rights, inclusive of commercial, non-commercial, non-theatrical medias, world Television rights, world video rights, world satellite rights, Pay TV, Pay per view, Cable TV rights, DVD, VCD, LD, Internet and web based technology rights DTU (Direct to User) and DTH (Direct to Home) rights, and all other rights in whatsoever manner including the future scientific advancement and technological rights for the territories of entire world including India in respect of the suit films;

(b) to grant permanent injunction restraining the defendants, their agents, servants, each and every person or persons in any manner interfering with infringing the plaintiff's copyright in the suit films morefully described in Items 1 to 21 in the schedule hereunder inclusive of commercial, non-commercial, non-theatrical medias, world Television rights, world video rights, world satellite rights, Pay TV, Pay per view, Cable TV rights, DVD, VCD, LD, Internet and web based technology rights DTU (Direct to User) and DTH (Direct to Home)



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rights, and all other rights in whatsoever manner including the future scientific advancement and technological rights in respect of the suit films;

(c) to direct the defendants to pay a sum of Rs.25,00,000/- to the plaintiff together with interest at 12% p.a. from the date of plaint till the date of realization; and

(d) to pay the costs of the suit.

For Plaintiff : Mr.PL.Narayanan, Sr. Counsel

For Defendants : Mr.N.Ramesh, Standing Counsel

JUDGMENT

The suit has been filed for infringement of copyright and for damages.

2. The plaintiff claims that they are the copyright holders of the 21 films disclosed in the schedule to the plaint. The plaintiff claims that they are the producer of the schedule films and that the Censor Certificate issued by the Censor Board also confirms the same. The plaintiff claims that they have not assigned the copyright over the



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schedule films in favour of any party, much less to the defendants. The plaintiff claims that they came to know from the market circles that the defendants have been illegally telecasting the schedule films without obtaining permission of the plaintiff, thereby infringing the copyright of the plaintiff over the suit films.

3. The plaintiff claims that they have issued a legal notice to the defendants on 28.02.2019 intimating the infringement of the plaintiff's copyright by the defendants. The plaintiff also claims that they had also caused a paper publication on 17.08.2016 in Andhra Prabha, a Telugu daily, having wide circulation in the State of Andhra Pradesh and Telengana

4. The plaintiff also claims that after the investigation, they came to know that the defendants have illegally exploited the copyright of the plaintiff over the schedule films by telecasting the same more than 30 times in their TV channels. According to the plaintiff, though they had suffered a loss, which estimated to the tune of Rs.3,05,00,000/- on account of infringement of the copyright by the defendants, they are



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restricting their claim for damages against the defendants at
Rs.25,00,000/-.

5. The defendants have filed a written statement denying the infringement. They have also stated that the plaintiff has not produced any proof to show that the copyright over the schedule films continued to vest with them. According to the defendants, M/s.Bharani Pictures, represented by its Proprietrix Smt.P.Bhanumathi delivered the rights through a Deed of Ownership of World Negative by way of an agreement with Mr.R.Parthasarathi Rao on 14.03.2002. Mr.R.Parthasarathi Rao, thereafter, assigned the rights to Mr.Ramakrishna Reddy through a Deed of TV Satellite (DD1 & DD8) agreement. Thereafter, Mr.M.Ramakrishna Reddy delivered the rights to Ms.V.S.Ushavani through a Deed of All India Telecasting (Doordarshan Rights) and the articles of agreement dated 09.03.2010, in respect of 18 films out of 21 films disclosed in the schedule to the plaint. According to the defendants, Ms.V.S.Usha Vani, thereafter, executed a Lease Deed in favour of K.Sudha Rani on 04.09.2012, through a Deed of Agreement for the film “Asadhyralu”, which is also one of the films disclosed in the



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schedule.

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6. The defendants also have stated that the said V.S.Usha Vani executed a Lease Deed in favour of K.Ravi Chadrababu on 04.10.2014 relating to the films – Chakrapani, Lailamajnu, Vipranarayana, Chintamani and Manavadikosam – which are also the films disclosed in the schedule to the plaint. According to the defendants, the said K.Ravi Chadrababu executed Indemnity bonds in favour of the defendants relating to the films Chakrapani and Vipranarayana on 31.10.2014; Laila Majnu and Chinthamani on 05.11.2014; and Manavadikosam on 19.01.2015. According to the defendants, a similar Indemnity Bond was also executed by K.Sudha Rani in favour of the defendants on 10.04.2015 relating to the film Asadhyaralu. According to the defendants, the rights given to the defendants by Mr.K.Ravichadrababu and K.Sudha Rani under the Indemnity Bonds are only for 6 films out of the 21 films disclosed in the schedule to the plaint and they are Chakrapani, Vipranarayana, Laila Majnu, Chinthamani, Manavadikosam and Asadhyaralu. According to the defendants, in respect of the remaining films disclosed in the schedule to the plaint, they are not



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concerned with the same, as neither do they claim any right over the same nor have they telecast the said films in their TV channels.

7. According to the defendants, the plaintiff company, i.e., M/s.Bharani Pictures Private Limited, was incorporated on 22.04.2015, whereas M/s.Bharani Pictures, represented by its Proprietrix Smt.P.Bhanumathi, sold her copyright over the said films in the year 2002 itself. According to the defendants, the plaintiff company does not have any legal right to sue the defendants for infringement and for damages.

8. It is also stated by the defendants that the first defendant did telecast the film Chakrapani on 23.10.2014, which was first played in the theatre as early as on 19.03.1954. It is also stated that the film Laila Majnu was telecast in the defendants' TV channel on 19.11.2014, whereas the film was first played in the theatre on 01.10.1949 itself. Similarly, the defendants stated that the film Viparanarayana was telecast in their TV channel on 17.11.2014, whereas the said film was first played in the theatre on 10.12.1954; and the film Chinthamani was telecast in



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their TV channel on 03.12.2014, whereas the said film was first played in the theatre in the year 1956 itself. According to the defendants, having obtained the legal right to telecast these four films, they have not infringed the copyright of neither the plaintiff nor any other party. They have also categorically stated that they have not telecast the other films disclosed in the plaint at any point of time.

9. The defendants have disputed the documents filed by the plaintiff for the purpose of proving their copyright over the films disclosed in the schedule to the plaint, as seen from the affidavit of admission/denial of documents filed by the first defendant.

10. This Court, based on the pleadings of all the parties, framed the following issues:-

- (i) Whether the plaintiff is entitled for the relief of declaration in respect of the suit films?
- (ii) Whether the defendants have telecasted the suit films after receiving the indemnity bond from the authorized owner?
- (iii) Whether the suit is maintainable without



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any proof of authorization vested with the Private Limited Company while the movie was produced by M/s.Bharani Pictures, represented by its Proprietor Smt.P.Bhanumathi through a Deed of Ownership of world negative rights assigned by her to the third party during her life time?

(iv) Whether the plaintiff has a valuable copy right over the suit schedule movie to restrain the defendants from telecasting the movie in any manner?

(v) Whether the defendants are liable to pay any damages to the plaintiff and what relief the parties are entitled to?

11. The plaintiff's Finance Manager Mr.Ramakrishna Bhatt was examined as a witness on behalf of the plaintiff (PW1). He filed a proof affidavit reiterating the contents of the plaint. Through PW1, the following documents were marked as exhibits:-

Dated	Exhibits	Nature of document
25.03.1948	Ex.P1	Photocopy of the Deed of Partnership executed



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Dated	Exhibits	Nature of document
		between Smt.Paluvai Bhanumathi and Paluvai Ramakrishna Rao dated 25.03.1948.
17.08.1970	Ex.P2	Photocopy of the Partnership Deed executed between P.S.Ramakrishna Rao, P.Bhanumathi & P.R.Bharani dated 17.08.1970
	Ex.P3	Certified copy of the Censor Certificate issued by the Central Board of Film Censor
27.11.1986	Ex.P4	Photocopy of the Partnership Deed executed between P.R.Bharani and P.Bhanumathi dated 27.11.1986
25.01.2005	Ex.P5	Photocopy of the Partnership Deed executed between P.R.Bharani and P.Bhanumathi, Bridget Paluvai, Meenakshi Paluvai and Venkatesh Paluvai, dated 25.01.2005.
13.01.2006	Ex.P6	Photocopy of the Deed of Partnership executed between Dr.Paluvai R.Bharani, Bridget Bharani Paluvai, Dr.Meenakshi Bharani Paluvai and Venkatesh Bharani Paluvai, dated 13.01.2006
04.01.2015	Ex.P7	Photocopy of the Reconstitution Deed executed between Dr.Paluvai R.Bharani, Bridget Bharani Paluvai, Dr.Meenakshi Bharani Paluvai and Venkatesh Bharani Paluvai, M/s.Bharani Hospital Private Limited, Ramakrishna & Bhanumathi Family Trust and Mrs.Radhika Kylasam, dated 04.01.2015
22.04.2015	Ex.P8	Photocopy of the Certificate of Incorporation of M/s.Bharani Pictures Private Limited, dated 22.04.2015
17.08.2016	Ex.P9	Certified copy of the paper publication in Telugu daily Andhra Prabha having circulation in the State of Andhra Pradesh and Telengana, dated 17.08.2016
28.08.2016	Ex.P10	Photocopy of the letter issued by the plaintiff to the defendants dated 28.08.2016
28.02.2019	Ex.P11	Office copy of the legal notice issued by the plaintiff's counsel along with acknowledgment card dated 28.02.2019
06.03.2019	Ex.P12	Photocopy of the Film Chamber of Commerce Certificate issued by the South Indian Film Chamber of



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Dated	Exhibits	Nature of document
		Commerce dated 06.03.2019
16.03.2019	Ex.P13	Photocopy of the Resolution passed at the meeting of the Board of Directors dated 16.03.2019

The defendants' standing counsel also cross-examined the plaintiff.

12. The first defendant's Programme Executive Mr.G.Jagannadha Reddy was examined as a witness on behalf of the defendants (DW1). He has also filed a proof affidavit reiterating the contents of the written statement filed by both the defendants. Through DW1, the following documents were marked as exhibits:-

Dated	Exhibits	Nature of document
14.03.2002	Ex.D2	P.Bhanumathi delivered rights through Deed of Ownership of World Negative Rights agreement with Mr.R.Parthasarathi Rao
15.10.2008	Ex.D3	TV Satellite Agreement between R.Parthasarathi Rao and M.Ramakrishnan Reddy
09.03.2010	Ex.D4	All India Telecasting (Doordarshan /Rights) Articles of Agreement between M.Ramakrishnan Reddy and Ms.V.S.Ushavani
04.09.2012	Ex.D5	Lease Deed executed by V.Ushavani to K.Sudha Rani
04.10.2014	Ex.D6	Lease Deed executed by V.Ushavani to K.Ravichadrababu
05.11.2014	Ex.D7	Indemnity Bond executed by K.Ravichadrababu
10.04.2015	Ex.D8	Indemnity Bond executed by K.Sudha Rani

13. The second defendant's Program Executive Mr.K.Srinivas was also examined as a witness on behalf of the defendants (DW2). He has



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also filed a proof affidavit reiterating the contents of the written statement filed by the second defendant. Through DW2, the following document was marked as exhibit:-

Ex.D9 – Original authorization letter dated 17.03.2023.

Both the witnesses on the side of the defendants were cross-examined by the plaintiff's counsel.

14. Heard Mr.P.L.Narayanan, learned Senior Counsel, for Mr.R.Vigneshkumar, learned counsel, for the plaintiff; and Mr.N.Ramesh, learned Standing Counsel for the defendants.

15. The learned Senior counsel for the plaintiff drew the attention of this Court to the various documents marked as exhibits on the side of the plaintiff and also reiterated the contents of the plaint and would submit that the plaintiff is the owner of the copyright over the films disclosed in the schedule to the plaint. Having filed the documentary evidence to establish that the plaintiff is the owner of the copyright over the 21 films disclosed in the schedule to the plaint, the plaintiff has discharged its burden of proving the suit claim and onus has been shifted



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on the defendants to disprove the plaintiff's contention. According to him, the defendants have not effectively cross-examined the plaintiff's witness to elicit effective answers to defeat the plaintiff's copyright ownership over the suit films.

16. The learned Senior counsel would also submit that the plaintiff had caused paper publication (Ex.P9) dated 17.08.2016 and had also issued a legal notice dated 28.02.2019 (Ex.P11) to the defendants. But, despite the same, the defendants have infringed the plaintiff's copyright over the suit films and hence, they are liable to pay damages to the plaintiff for the loss suffered by them on account of infringement.

17. The learned Senior counsel for the plaintiff would further submit that the plaintiff company has acquired the copyright over the suit films from the partnership firm by operation of law, hence, according to him, the plaintiff is entitled to the relief of declaration in respect of the suit films and the suit is maintainable. He would further submit that the plaintiff has not assigned any copyright of the suit films and therefore, the agreement dated 12.03.2002 (Ex.D2) allegedly executed by Late



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Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures, in favour of Mr.R.Parthasarathi Rao, is a fabricated and forged document. According to him, having discharged the burden of the plaintiff's rights over the suit films, onus is now upon the defendants to disprove the plaintiff's contention through oral and documentary evidence. According to him, the defendants have miserably failed to disprove the plaintiff's contention as seen from the cross-examination of DW2, who has given contradictory answers.

18. The learned Senior counsel for the plaintiff would submit that the defendants having telecasted the films in their TV channels without the permission of the plaintiff, are liable to pay damages to the plaintiff as claimed in the suit, eventhough the plaintiff has suffered much more loss than the suit claim. According to him, when the defendants have categorically admitted that they have screened the suit films once in their TV channels, such an admission is sufficient to prove that the defendants have committed an act of copyright infringement. According to him, judicial notice can also be taken that any movie telecasted will be intercepted by commercial advertisement generating additional revenue.



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Hence, according to him, the claim of Rs.25 lakhs sought for by the plaintiff towards damages is a reasonable amount.

19. The learned Senior counsel for the plaintiff drew the attention of this Court to the following authorities:-

(a) A Division Bench judgment of the Madras High Court in the case of Srimagal and Co. Vs. Books (India) Pvt. Ltd. and others [AIR 1973 Mad 49]; and

(b) a decision of the Hon'ble Supreme Court in the case of Y.Savarimuthu Vs. State of Tamil Nadu and others [2019 (13) SCC 142].

20. On the contrary, the learned standing counsel for the defendants would reiterate the contents of the written statements filed by the defendants in the suit. He would submit that only through valid and legal documents, the defendants had obtained the rights to telecast six films out of the 21 films disclosed in the plaint. According to him, the defendants have traced their rights from the year 2002 onwards, when M/s.Bharani Pictures, represented by its Proprietrix Smt.P.Bhanumathi,



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had assigned the rights to Mr.R.Parthasarathi Rao, who, in turn, had assigned the rights to Ms.K.Sudha Rani and Mr.K.Ravichadrababu. The defendants based on the Indemnity Bonds executed by Ms.K.Sudha Rani and Mr.K.Ravichadrababu had telecast the six films out of the 21 films disclosed in the schedule to the plaint only once. According to him, excepting for examining the plaintiff's Finance Manager as a witness (PW1) on behalf of the plaintiff, no other witness was examined to know as to what had transpired between 2002 and 2015.

21. The learned standing counsel for the defendants would further submit that Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures, is also no more now, and when the defendants have categorically disputed that the plaintiff company is the owner of the copyright in respect of the suit films, the plaintiff has not discharged its initial burden by letting any oral and documentary evidence for establishing their rights over the films disclosed in the schedule to the plaint. He would also contend that the suit is barred by limitation and vague allegations have been made by the plaintiff in the plaint, which will not entitle the plaintiff to establish the reliefs sought for in the plaint, which includes the relief of damages.



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22. In support of his contention, the learned standing counsel for the defendants would rely upon a decision of the Hon'ble Supreme Court in the case of *Bihari Chowdhary and another Vs. State of Bihar and others [(1984) 2 SCC 627]* and would submit that issuance of notice under Section 80 of CPC is mandatory and and therefore, the suit filed against the defendants, which is deemed to be a State, is not maintainable.

DISCUSSION

23. The defendants have filed the following documents, which have been marked as exhibits, to substantiate that the defendants had legally telecasted the six films out of the 21 films disclosed in the schedule to the plaint.

Dated	Exhibits	Nature of document
14.03.2002	Ex.D2	P.Bhanumathi delivered rights through Deed of Ownership of World Negative Rights agreement with Mr.R.Parthasarathi Rao
15.10.2008	Ex.D3	TV Satellite Agreement between R.Parthasarathi Rao and M.Ramakrishnan Reddy
09.03.2010	Ex.D4	All India Telecasting (Doordarshan /Rights) Articles of Agreement between M.Ramakrishnan Reddy and Ms.V.S.Ushavani



Dated	Exhibits	Nature of document
04.09.2012	Ex.D5	Lease Deed executed by V.Ushavani to K.Sudha Rani
04.10.2014	Ex.D6	Lease Deed executed by V.Ushavani to K.Ravichadrababu
05.11.2014	Ex.D7	Indemnity Bond executed by K.Ravichadrababu
10.04.2015	Ex.D8	Indemnity Bond executed by K.Sudha Rani

24. Both DW1 and DW2 deposed that the plaintiff company never became the owner of the copyright over the suit films. They have categorically stated that Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures, was the original producer (author of copyright) in respect of the suit films, and had assigned the rights through Deed of Ownership of World Negative in favour of Mr.R.Parthasarathi Rao under an agreement dated 14.03.2002 (Ex.D2). The defendants have also claimed that they had the legal right to telecast six films out of the 21 films disclosed in the schedule to the plaint, based on the Indemnity Bonds executed by K.Ravichadrababu and K.Sudha Rani under the Indemnity Bonds dated 05.11.2014 (Ex.D7) and 10.04.2015 (Ex.D8) respectively. Between 14.03.2002, when the Deed of Ownership of World Negative Rights was entered into by Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures Private Limited, in favour of Mr.R.Parthasarai Rao; and 05.11.2014 and 10.04.2015, the date on which Indemnity Bonds were executed in favour



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of the defendants, several agreements have been entered into between various parties to trace the rights of the defendants, in respect of the six films out of the 21 films telecasted by them in their TV channels. To disprove Exs.D2 to D8, the plaintiff has not examined any witness on their side who was aware of all the facts pertaining to the said films between 14.03.2002, the date on which Deed of Ownership of World Negative Rights was entered in favour of Mr.R.Parthasarathi Rao; and 05.11.2014 (Ex.D7) and 10.04.2015 (Ex.D8), the dates on which Indemnity Bonds were executed in favour of the defendants giving rights to telecast six films out of the 21 films disclosed in the schedule to the plaint. Excepting for examining the plaintiff's Finance Manager, as a witness (PW1), who was not aware as to what had transpired in the year 2002, when Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures (author of copyright), is alleged to have transferred her rights to Mr.R.Parthasarathi Rao, no other credible witness was examined on the side of the plaintiff.

25. Admittedly, the plaintiff company was incorporated in the year



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2015, whereas the suit films were produced and played in the theatre 60 years before. While that being the admitted fact, the plaintiff should have examined credible additional witnesses, who were working with M/s.Bharani Pictures in the year 2002 for the purpose of disproving the defence of the defendants.

26. Under Section 101 of the Indian Evidence Act, a person, who desires any Court to give judgment as to any legal right which depends on the existence of facts, which he asserts must prove that those facts exist. In the instant case, the plaintiff has miserably failed to prove that they are the owner of the copyright in respect of the suit films through oral and documentary evidence. Based on vague allegations, which are not supported by any documentary evidence, the plaintiff has filed this suit. On the contrary, the defendants have filed documentary evidence to substantiate their claim that they had legally telecast the six films out of the 21 films disclosed in the schedule to the plaint. They have also categorically pleaded that they were never involved in the telecast of the remaining 15 films disclosed in the schedule to the plaint. On the contrary, as stated supra, the plaintiff has miserably failed to discharge



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its initial burden of establishing its rights as pleaded in the plaint through oral and documentary evidence. Therefore, the plaintiff has not proved the suit claim.

27. During the course of cross-examination of the defendants' witnesses (DW1), the plaintiff has put a question to DW1, wherein they themselves have admitted that the first defendant is an innocent purchaser of the copyright over the suit films. A particular question raised by the plaintiff's counsel and the answer given by the DW1 is reproduced hereunder:-

Q29:- Though you are an innocent purchaser of the copyright in the 6 of the suit films you are telecasting the same as affected the exploitation the copyright in the suit film by the plaintiff.

A. I do not know.

28. The proviso to Section 55(1) of the Copyright Act, 1957, talks about innocent infringement of the copyright. The proviso to sub-section



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1 of Section 55 provides that if the defendant proves that on the date of the infringement, he was not aware and had no reasonable ground for believing that copyright subsisted in the work, then the plaintiff is not entitled to any remedy other than an injunction in respect of the infringement and a decree for the whole or part of the profits made by the defendant from the sale of the infringing copies as the court may fit in those circumstances.

29. In the instant case, since the plaintiff themselves have admitted during the course of cross-examination that the first defendant is an innocent purchaser, they can only seek the relief of injunction and for the purpose of getting the relief of damages, they will have to prove through oral and documentary evidence the actual loss they had suffered on account of the telecast of the six films by the defendants in their TV Channels. The plaintiff has miserably failed to let in any oral and documentary evidence that they had suffered losses on account of the defendants telecasting six of the suit films in their TV channels. On the other hand, the defendants have produced the documents tracing their rights from 2002 onwards and they have also claimed their right through Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures. There is also no



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evidence available on record to prove that the proprietorship concern M/s.Bharani Pictures was not in existence in the year 2002. The plaintiff has not only failed (a) to prove the non-existence of proprietorship concern M/s.Bharani Pictures, represented its Proprietrix Smt.P.Bhanumathi, from whom the defendants had derived their rights, but also miserably failed (b) to disprove the contention of the defendants that the plaintiff cannot claim copyright over the suit films on account of non-joinder of the necessary as well as on account of non-examination of a proper witnesses on the plaintiff's side, namely, witnesses, who are well aware of the transactions pertaining to the suit films between 2002 till 2015, when the plaintiff company was incorporated. As observed earlier, being the plaintiff, onus is on the plaintiff to discharge its initial burden of proving the suit claim. The plaintiff has miserably failed to discharge its initial burden of proving the suit claim as per Section 101 of the Indian Evidence Act.

30. With the available materials on record in this suit, this Court cannot determine as to who is the present owner of the copyright in respect of the suit films, in view of non-joinder of the necessary parties,



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namely, the parties from whom the defendants have claimed rights, and non-examination of proper witnesses. If at all the plaintiff seeks to claim such a declaration, they will have to array all the necessary parties as party defendants in the suit and they will have to examine proper witnesses, in order to enable them to obtain declaratory relief as sought for in this suit. Therefore, the relief of declaration of copyright in favour of the plaintiff over the suit films as prayed for in the plaint cannot be granted by this Court.

31. It is also to be noted that the defendants had telecast the six films out of the 21 suit films in the year 2014 itself. Since then, the said films were never telecast again. The said fact is also not disproved by the plaintiff through oral and documentary evidence. The question of limitation is also a matter of concern, as the suit was filed only in the year 2019 after more than the period of three years from the dates when six of the suit films were telecasted by the defendants in their TV channels. Since there is no plea taken in the written statement filed by the defendants raising the plea of limitation and since this Court had also not framed the issue of limitation, this Court is not inclined to give its



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finding with regard to limitation in this judgment.

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32. Insofar as permanent injunction prayer sought for by the plaintiff in the plaint is concerned, since the defendants have stopped telecasting the suit films and they have also not claimed any right over the suit films excepting for the six of the suit films, the relief of permanent injunction sought for by the plaintiff cannot be granted against the defendants, as it will be redundant and of inconsequence.

33. Two tests have been laid down for determining the question whether a particular party is a necessary party to a proceeding; (i) there must be a right to some relief against such party in respect of the matter involved in the proceeding in question; and (ii) it should not be possible to pass an effective decree in the absence of such a party. In the instant case, the defendants had derived their rights originally from Smt.P.Bhanumathi, Proprietrix of M/s.Bharani Pictures, who, they claim, had assigned the copyright in the year 2002 itself. The plaintiff is a company incorporated only in the year 2015. Apart from producing the assignment document, through which Smt.P.Bhanumathi has assigned



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the rights, the defendants have also produced the documents through which they have traced their rights. The said documents have been marked as exhibits. Despite having the knowledge of the defendants' contentions, the plaintiff has neither arrayed the necessary parties, from whom the defendants had derived their rights, nor have they examined any proper witness, who had the knowledge of Smt.P.Bhanumathi's rights. But, instead, they have examined only the Finance Manager of the plaintiff's company, which was incorporated only in the year 2015, much after the date of the documents, through which, the defendants have claimed their rights to telecast the six films out of the 21 suit films. As stated supra, the plaintiff, having not arrayed the necessary parties and having not examined them as a witness, even if a decree is passed as prayed for in the plaint, it will be an ineffective decree, which cannot be executed in the absence of the necessary parties, which is required for the purpose of effective adjudication of the suit and for its enforceability. The reliefs sought for in the plaint against the defendants who do not have any contractual relationship with the plaintiff cannot be granted for non-joinder of necessary parties. The necessary parties are the parties from whom the defendants claim to have derived rights to telecast the



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movies.

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34. Eventhough the learned standing counsel for the defendants had raised the plea of non-maintainability of the suit for not satisfying the mandatory requirements of Section 80 CPC, the said contention is not being considered by this Court, since the defendants have not taken such a plea in their written statements and no issues were also framed with regard to the same by this Court.

35. In the result, issues framed by this Court are answered in the following manner:-

Issue (i):-

Whether the plaintiff is entitled for the relief of
declaration in respect of the suit films?

The suit filed by the plaintiff is an *action in personam*, as the grievance of the plaintiff is only against the defendants and the declaratory relief sought for by the plaintiff is an *action in rem*, that is, against the public at large. Being an *action in personam*, with the available evidence on record, the relief of declaration in respect of the suit films cannot be



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granted by this Court.

Issue (ii):-

Whether the defendants have telecast the suit films after receiving the Indemnity Bond from the authorized owner?

Yes, the defendants have legally telecast the six films out of the 21 films disclosed in the schedule to the plaint in their TV channels by virtue of Indemnity Bonds from authorized owners. No contra evidence has also been produced by the plaintiff to disprove the documents marked on the side of the defendants, by which, the defendants have claimed the rights.

Issue (iii):-

Whether the suit is maintainable without any proof of authorization vested with the Private Limited Company while the movie was produced by M/s.Bharani Pictures, represented by its Proprietor Smt.P.Bhanumathi through a Deed of Ownership of world negative rights assigned by her to the third party during her life time?

This suit has to be dismissed for lack of credible oral and documentary



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evidence and for non-joinder of necessary parties.

Issue (iv):-

Whether the plaintiff has a valuable copyright over the suit schedule movie to restrain the defendants from telecasting the movie in any manner?

The plaintiff has not proved that the copyright is vested with them in respect of the suit films and in view of the fact that the defendants had telecasted the six out of the 21 suit films listed out in the schedule to the plaint, that too, in the years 2014, the consequential relief of permanent injunction sought for by the plaintiff cannot be granted.

Issue (v):-

Whether the defendants are liable to pay any damages to the plaintiff and what relief the parties are entitled to?

When the plaintiff has not been able to prove through oral and documentary evidence that they are the owner of the copyright over the suit films, they are not entitled to claim any damages from the defendants



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for the alleged loss suffered by them.

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34. For the foregoing reasons, there is no merit in this suit and accordingly, this suit is dismissed. No costs.

01.03.2024

Index: Yes/no
Speaking order/non-speaking
Neutral citation : Yes/no
rkm

Plaintiff's witness:

Mr.Ramakrishna Bhatt - PW1

Documents exhibited by the Plaintiff:

Dated	Exhibits	Nature of document
25.03.1948	Ex.P1	Photocopy of the Deed of Partnership executed between Smt.Paluvai Bhanumathi and Paluvai Ramakrishna Rao dated 25.03.1948.
17.08.1970	Ex.P2	Photocopy of the Partnership Deed executed between P.S.Ramakrishna Rao, P.Bhanumathi & P.R.Bharani dated 17.08.1970
	Ex.P3	Certified copy of the Censor Certificate issued by the Central Board of Film Censor
27.11.1986	Ex.P4	Photocopy of the Partnership Deed executed between P.R.Bharani and P.Bhanumathi dated 27.11.1986
25.01.2005	Ex.P5	Photocopy of the Partnership Deed executed between P.R.Bharani and P.Bhanumathi, Bridget Paluvai,



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Dated	Exhibits	Nature of document
		Meenakshi Paluvai and Venkatesh Paluvai, dated 25.01.2005.
13.01.2006	Ex.P6	Photocopy of the Deed of Partnership executed between Dr.Paluvai R.Bharani, Bridget Bharani Paluvai, Dr.Meenakshi Bharani Paluvai and Venkatesh Bharani Paluvai, dated 13.01.2006
04.01.2015	Ex.P7	Photocopy of the Reconstitution Deed executed between Dr.Paluvai R.Bharani, Bridget Bharani Paluvai, Dr.Meenakshi Bharani Paluvai and Venkatesh Bharani Paluvai, M/s.Bharani Hospital Private Limited, Ramakrishna & Bhanumathi Family Trust and Mrs.Radhika Kylasam
22.04.2015	Ex.P8	Photocopy of the Certificate of Incorporation of M/s.Bharani Pictures Private Limited, dated 22.04.2015
17.08.2016	Ex.P9	Certified copy of the paper publication in Telugu daily Andhra Prabha havng circulation in the State of Andhra Pradesh and Telengana, dated 17.08.2016
28.08.2016	Ex.P10	Photocopy of the letter issued by the plaintiff to the defendants dated 28.08.2016
28.02.2019	Ex.P11	Office copy of the legal notice issued by the plaintiff's counsel along with acknowledgment card dated 28.02.2019
06.03.2019	Ex.P12	Photocopy of the Film Chamber of Commerce Certificate issued by the South Indian Film Chamber of Commerce dated 06.03.2019
16.03.2019	Ex.P13	Photocopy of the Resolution passed at the meeting of the Board of Directors dated 16.03.2019

Defendants' witness:

Mr.G.Jagannadha Reddy - DW1
Mr.K.Srinivas - DW2



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Documents exhibited by the defendants:

Dated	Exhibits	Nature of document
14.03.2002	Ex.D2	P.Bhanumathi delivered rights through Deed of Ownership of World Negative Rights agreement with Mr.R.Parthasarathi Rao
15.10.2008	Ex.D3	TV Satellite Agreement between R.Parthasarathi Rao and M.Ramakrishnan Reddy
09.03.2010	Ex.D4	All India Telecasting (Doordarshan /Rights) Articles of Agreement between M.Ramakrishnan Reddy and Ms.V.S.Ushavani
04.09.2012	Ex.D5	Lease Deed executed by V.Ushavani to K.Sudha Rani
04.10.2014	Ex.D6	Lease Deed executed by V.Ushavani to K.Ravichadrababu
05.11.2014	Ex.D7	Indemnity Bond executed by K.Ravichadrababu
10.04.2015	Ex.D8	Indemnity Bond executed by K.Sudha Rani
17.03.2023	Ex.D9	Original authorization letter dated 17.03.2023.

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ABDUL QUDDHOSE, J.

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