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C.S. No.577 of 2000

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.01.2025

CORAM

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. No.577 of 2000

M/s.Sanjay A.Wadwa,
HUF II,
708, Shivalya 'A' Block,
198, Ethiraj Salai,
Egmore, Chennai - 105.

... Plaintiff

Vs.

1.M/s.Sri Siranjivee Films,
No.21, 1st Floor,
Balaji Street, Kodambakkam,
Chennai - 600 024.

2.M/s.C.R.S. Mannadiar and Bros.,
17/75, N.H. Road,
Coimbatore - 641 001.

3. M/s.Gemini Colour Lab,
No.2, Vembuli Amman Koil Street,
Chennai - 600 078.

... Defendants

PRAYER: Complaint filed under Order VII Rule 1 of C.P.C. read with Section 55 and 62 of Copyright Act and Order IV Rule 1 of O.S. Rules to pass a judgment and decree against the defendants on the following terms:



- (a) permanent injunction restraining the first and second defendants, their men, agents or servants or anyone claiming through them from in any manner infringing the copyrights assigned to the plaintiff under its agreement with the first defendant dated 10.06.1998 in respect of the Tamil feature film "Putham Pudhu Poovay" starring Ramki, Ravali, Manivannan and others directed by Radhasekaran and processed by the third defendant;
- (b) direct the defendants to pay the cost of the suit.

For Plaintiff : Mr.P.R.Raman
Senior Counsel
for Mr.C.Seethapathy

For Defendants : Set *ex-parte*

JUDGMENT

This Suit has been filed for infringement of copyright in respect of the feature film "Putham Pudhu Poovay".

2. The plaintiff claims that they are the owner of the copyright in respect of overseas theatrical rights and for telecasting the film, "Putham Pudhu Poovay" in satellite channels. They have obtained the said rights and an assignment agreement dated 09.06.1998 was signed between the plaintiff and the first defendant M/s.Sri Siranjivee Films.



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3. According to the plaintiff, the agreement has provided for the exclusive assignment of various rights including multimedia, cable TV, Satellite TV, video and other formats, excluding Doordarshan India Terrestrial TV rights. The total sale consideration payable by the plaintiff to the first defendant for acquiring said rights was Rs.3,50,000/- as seen from the assignment agreement dated 10.06.1998. The plaintiff had paid an advance amount of Rs.50,000/- to the first defendant on the date of the assignment agreement and undertook to pay the balance consideration as per the schedule outlined in the agreement.

4. According to the plaintiff, despite the plaintiff's readiness and willingness to pay the balance consideration as per the payment schedule disclosed in the assignment agreement, the first defendant failed to deliver the print for the film "Putham Pudhu Poovay" as per the terms and conditions of the assignment agreement dated 10.06.1998.

5. In December, 1999, the plaintiff received a communication from the third defendant Lab stating that the first defendant has purportedly re-



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assigned the same rights, which were agreed to be assigned to the plaintiff, to the second defendant viz., M/s.C.R.S. Mannadiar and Bros.. According to the plaintiff, the said assignment amounts to violation of the plaintiff's exclusive rights given to them under the assignment agreement dated 10.06.1998. The letter dated 07.12.1999 from the third defendant also confirms the pre-existing assignment in favour of the plaintiff in respect of the film "Putham Pudhu Poovay".

6. The following reliefs have been sought for by the plaintiff in the plaint:

- (a) Permanent injunction restraining the defendants from in any manner infringing the copyrights assigned to the plaintiff under the assignment agreement dated 10.06.1998 entered into with the first defendant in respect of the Tamil feature film "Putham Pudhu Poovay";
- (b) To direct the defendants to pay the cost of the suit to the plaintiff.

7. The defendants have been duly served with Suit Summons. However, they have chosen not to enter appearance in the suit. Therefore, this Court has earlier set the defendants *ex-parte*. The *ex-parte* evidence of



the plaintiff was also recorded before the learned Additional Master IV. The plaintiff's representative one, Sanjay Wadhwa, Karta of the plaintiff, was examined as a witness on behalf of the plaintiff. He had also filed a proof affidavit before the learned Additional Master IV in support of the plaintiff's averments. Through PW1, the following documents were marked as exhibits on the side of the plaintiff:

<i>Exhibit No.</i>	<i>Nature of Documents</i>
P1	The Photocopy of the agreement dated 10.06.1998.
P2	The photocopy of the letter dated 10.06.1998 sent by the first defendant to the third defendant.
P3	The photocopy of the letter dated 07.12.1999 sent by the third defendant to the first defendant.

8. As seen from the aforementioned exhibits, it is clear that the plaintiff, through Ex.P1 (assignment agreement dated 10.06.1998), has been assigned with various rights including multimedia, cable TV, Satellite TV, videos and other formats, excluding Doordarshan India terrestrial TV rights on payment of a total consideration of Rs.3,50,000/- to the first defendant in respect of the film "Putham Pudhu Poovay". The plaintiff has also paid an advance of Rs.50,000/- as per the terms of the assignment agreement dated



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10.06.1998 (Ex.P1) and he has also undertaken to pay the balance consideration to the first defendant to get the assignment in his favour as per the terms and conditions of Ex.P1. The letter dated 10.06.1998 sent by the first defendant to the third defendant, which has been marked as Ex.P2, also confirms that the assignment agreement dated 10.06.1998, has been entered into between the first defendant and the plaintiff under which the first defendant has agreed to assign the film rights to the plaintiff. However, as seen from Ex.P3, the third defendant, which is a lab, has sent a communication to the first defendant informing that the first defendant has already assigned the copyright to the second defendant. On coming to know of the same, the plaintiff has approached this Court by filing the suit for infringement of copyrights as prayed for in the plaint.

9. The defendants have also remained unrepresented in the suit till date and they have already been set *ex-parte* by this Court. The documents filed by the plaintiff, which have been marked as exhibits during the course of the Trial, also proves that the plaintiff has paid a sum of Rs.50,000/- as advance as per the assignment agreement dated 10.06.1998 (Ex.P1) and he has also been ready and willing to pay the balance consideration as per the



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said assignment agreement dated 10.06.1998. The first defendant has also confirmed the assignment in favour of the plaintiff through his communication dated 10.06.1998 (Ex.P2) sent to the third defendant. However, as seen from Ex.P3, despite the first defendant having agreed to assign the copyright in favour of the plaintiff, the first defendant seems to have assigned the copyright to the second defendant, which is confirmed through the letter of the third defendant dated 07.12.1999, which has been marked as Ex.P3. When the first defendant has already agreed to assign the copyright to the plaintiff under the assignment agreement dated 10.06.1998 (Ex.P1), the first defendant cannot re-assign the copyright to a third party viz., the second defendant, without the concurrence of the plaintiff, which clearly amounts to breach of contract.

10. The plaintiff is seeking only for a permanent injunction in this suit to restrain the first and second defendants from in any manner infringing the copyright agreed to be assigned to the plaintiff under the assignment agreement by the first defendant dated 10.06.1998 in respect of the tamil feature film "Putham Pudhu Poovay" starring Ramki, Ravali, Manivannan and others, directed by Radhasekaran and processed by the third defendant.



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11. The documents marked as exhibits on the side of the plaintiff, viz., Exs. P1 to P3, proves that the plaintiff is entitled to get the permanent injunction relief as sought for in the plaint. Since the suit claim has been proved by the plaintiff, the suit is decreed as prayed for with cost.

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Index : Yes/No
Speaking Order : Yes / No
Neutral Citation Case: Yes / No
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List of Witness examined on the side of the Plaintiff:-

Mr.Sanjay Wadhwa (PW1)

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

<i>Exhibit No.</i>	<i>Nature of Documents</i>
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ABDUL QUDDHOSE. J.,

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