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C.S.No.57 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	02.09.2025
Pronounced on	26.09.2025

CORAM:

THE HONOURABLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY**C.S. No. 57 of 2021**

Mr. Praveen Raj Jayachandran
 Managing Director
 Hexr Factory Immersive Tech Pvt Ltd.
 Having office at No.17/1
 Periyar Road
 T.Nagar
 Chennai – 600 017.

... Plaintiff

Vs.

M/s. Fusion VR
 No.162, First Floor
 Thirugnana Sambandar Street,
 Thiruvallleshwar Nagar,
 Thirumangalam,
 Anna Nagar West,
 Chennai – 600 040.
 Rep. by its Managing Partner
 Mr.C.S.S.Bharathy

... Defendant



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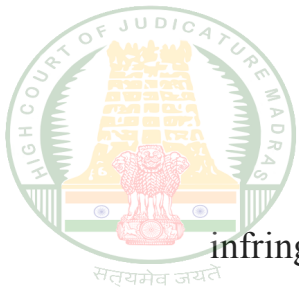
Prayer : Complaint filed under Order IV Rule 1 of OS Rules read with Order

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VII Rule 1 CPC, 1908, Section 55 and Section 62 of the Copyright Act and Section 7 of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act 2015, praying to grant a Judgment and Decree on the following Terms:

a) Granting Permanent Injunction restraining the defendant, their menb, servants, agents or anyone claiming under them from in any manner infringing the COPYRIGHT of the Plaintiff in the concepts, software, integrated digital visual experience, technology comprising of AI, Computer Vision, Touch/Interactive Display, 2D/3D Projections, Augmented Reality and other gamified 2D/3D animation applications referred to as PROJECT by applying it in the Museum and Knowledge Park and Memorial for the Former Chief Minister of Tamilnadu Puratchi Thalaivi Selvi J.Jayalilthaa at Chepauk, Chennai 600005 or any other place;

b) Directing the defendant to pay the plaintiff a sum of Rs.2,50,00,000/- (Rupees Two crore fifty lakhs only) as damages for the



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infringement and revenue illegally earned by the defendant by using the concepts, software, integrated digital visual experience, technology comprising of AI, Computer Vision, Touch/Interactive Display, 2D/3D Projections, Augmented Reality and other gamified 2D/3D animation applications referred to as PROJECT in the works at the Museum and Knowledge Park and Memorial for the Former Chief Minister of Tamilnadu Puratchi Thalaivi Selvi J.Jayalalitha at Chepauk, Chennai 600005.

c) Direct the defendant to pay the plaintiff the costs of the suit and;

d) Grant such further or other reliefs as the Hon'ble Court deem fit and proper in the facts and circumstances of the case.

For Plaintiff : Mr.AR.L.Sundaresan
Senior Advocate
assisted by Ms.Meena Rukmani
for M/s.C.Santhosh Kumar

For Defendant : Ms.Suba Shiny



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JUDGMENT

The suit was filed for a permanent injunction to restrain the defendant from directly or indirectly infringing the plaintiff's copyright in the concepts, software, integrated digital visual experience, technology, etc., relating to the Museum, Knowledge Park and Memorial Project (the Amma Memorial Project) for the former Chief Minister of Tamil Nadu, Dr. J.Jayalalitha. The plaintiff had also prayed for a sum of Rs.2.50 crore as damages for alleged infringement and the alleged unlawful revenue earned through such infringement. The relief of permanent injunction became infructuous because the project was implemented before the suit was heard. Consequently, it has become unnecessary to decide Issue No.7.

2. In the plaint, the plaintiff states that he is the founder and Managing Director of Hexr Factory Immersive Tech Private Limited and has rich experience in ideation, software development, hardware development, etc. The plaintiff further states that the managing partner of the defendant approached him in the first week of June 2022 and informed



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him that there was a proposal by the Government of Tamil Nadu to create a memorial museum for Dr.J.Jayalalitha and that a presentation was required in relation thereto. Towards that end, the plaintiff states that he invested time and energy and used his knowledge and experience to create concepts, software, integrated various inputs, and created a digital visual experience involving AI, touch/interactive display, augmented reality, 2D/3D animation applications, etc. After undertaking such work in June 2020, the plaintiff states that he shared the interactive walk-through presentation with the defendant between June and July 2020. According to the plaintiff, the defendant agreed to pay the plaintiff 50% of the profits derived from the Amma Memorial Project.

3. The plaintiff further states that the presentation was made successfully by the defendant on 07.07.2020 and that the contract was awarded to M/s. B.Sathyamoorthy and Company, who, in turn, engaged the services of the defendant for the digital aspects of the project. On 14.12.2020, the defendant forwarded an agreement to the plaintiff by email, providing for a 40% share of the profits for the plaintiff. Since this was not



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in line with the earlier assurance that the plaintiff would receive 50%, the plaintiff sent an email to the defendant saying that a meeting be scheduled to sort out the differences. The plaintiff further states that the defendant did not agree to give the plaintiff 50% of the profits. After issuing notice dated 09.01.2021 calling upon the defendant not to use the works created by the plaintiff, the present suit was filed. The plaintiff also states that the defendant is likely to make a profit of 5 crore from the project and that the plaintiff is entitled to a sum of Rs.2.50 crore as damages.

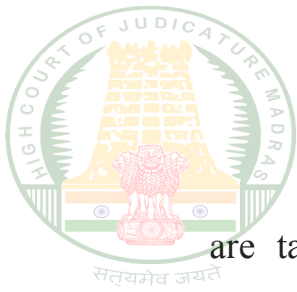
4. In the written statement, the defendant has raised the preliminary objection that the Copyright Act, 1957 (the Copyright Act) does not protect ideas. The defendant further stated that only a draft agreement was shared with the plaintiff and that no agreement was executed between the parties. The defendant expressly denied the plaintiff's assertion that he was promised 50% of the profit share by the defendant. According to the defendant, the plaintiff had agreed to undertake various activities in relation to the project, but failed to fulfil such obligations. Because the plaintiff failed to fulfil the obligations, the defendant states that he was constrained



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to execute the project with his own team by incurring expenditure for such purpose. The defendant asserts that the total revenue from the project was Rs.4,66,00,000/- and the total project expenses were Rs.3,90,76,974/-. After taking into account GST, it is stated that the net profit was only Rs.32,78,115.44/-.

5. The plaintiff filed a reply statement in response to the written statement. In the said reply statement, the plaintiff stated that he shared various documents and project files with the defendant including concepts, presentations (Word, PPT, PDF), 3D rendered images, walkthrough videos, interactive Windows application, budget, costing sheet, timeline and technical project document. According to the plaintiff, the above were created specifically for the Amma Memorial Project and that the plaintiff is the proprietor of such materials. The plaintiff says that the total expenditure estimated in the plaintiff's budget was Rs.2,07,00,000/-. As regards the revenue and expenditure details provided by the defendant, the plaintiff states that the total expenditure would be only Rs.2,04,55,274/- if invoices



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are taken into account by excluding quotations, and that this roughly matches the budget prepared by the plaintiff as regards expenditure.

6. Based on these pleadings, the following issues were framed on 15.12.2021:

“(i) Whether the defendant had approached the plaintiff for development of concepts, softwares, integrated various inputs and created a digital visual experience, technology comprising of AI, Computer Vision, Touch/Interactive Video Display, 2D/3D projections, Augmented Reality and other gamified 2D/3D animation applications for providing Digital Interactive Video Display and additional amenities to the museum and knowledge park for the construction of memorial for former Chief Minister of Tamil Nadu Puratchi Thalaivi Selvi J.Jayalalitha at Kamarajar Salai, Chennai-600 005 and if so, under what terms?

(ii) Whether the plaintiff has proved that the technical document presentation alleged to have been forwarded by the plaintiff to the defendant is the same as the final Amma Museum project as developed by the defendant?



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(iii) *Whether the plaintiff has delivered any source code or software development kit or application programming interface or project file or software build or proof-of-concept of the Amma Museum project, developed or alleged to have been developed by plaintiff?*

(iv) *Whether the plaintiff had authored such works as required by the defendant and delivered the same to the defendants as per the agreed terms?*

(v) *Whether the plaintiff can claim any copyright over the technology and concepts in any underlying programs?*

(vi) *Whether there was any written agreement entered into between the parties and if so, the defendants had violated the terms of agreement and thereby infringe the copyright of the plaintiff?*

(vii) *Whether the plaintiff is entitled for the relief of permanent injunction against the defendants?*

(ix) *To what other reliefs, the parties are entitled to?"*



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7. The plaintiff adduced evidence by examining himself as PW1. In course of the examination-in-chief of PW1, 48 documents were exhibited as Ex.P1 to Ex.P48 and one material object was exhibited as M.O.1. The defendant adduced evidence through Mr. C.S.S. Bharathi, Managing Partner, who was examined as DW1. 23 documents were exhibited through DW1 as Ex.D1 to Ex.D23. Each witness was cross-examined by learned counsel for the counter party.

Counsel and their contentions:

8. Oral arguments on behalf of the plaintiff were advanced by Mr. AR.L. Sundaresan, learned senior counsel, who was assisted by Ms.Meena Rukmani and Mr.Santosh Kumar, learned counsel. Oral arguments on behalf of the defendant were advanced by Ms. S.Suba Shiny, learned counsel.

9. After referring to relevant paragraphs of the plaint and written statement, learned senior counsel for the plaintiff submitted that the



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following documentary and oral evidence would establish the extent of work carried out by the plaintiff for the defendant.

9.1. He first referred to Ex.D46, which is a WhatsApp message sent on 19.3.2020. He submitted that the plaintiff informed the defendant that he would be a partner in the defendant's project and that only technical support would be given through Hexr.

9.2. By referring to Ex.D5, learned senior counsel submitted that several documents pertaining to the project were attached and forwarded under the said email. He also referred to the email and the WhatsApp communications between the plaintiff and defendant from 06.07.2020 to 25.12.2020, which were collectively exhibited as Ex.P2. He further referred to Ex.P21, which consists of WhatsApp group voice messages of the defendant regarding a meeting with the Chief Minister.

9.3. Thereafter, by referring to the oral evidence of PW1, particularly the answers to questions 5 to 17, learned senior counsel pointed out that the defendant stated that he developed an interactive visualisation application in



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June 2020 for the Amma Memorial Project. He also pointed out that PW1

expressly denied the suggestion that the plaintiff only prepared the proposal for getting the initial approval from the Chief Minister and not the final project.

9.4. By referring to PW1's answer to question 47, learned senior counsel submitted that the witness stated that he developed the Amma achievements timeline interactive digital wall, interactive quiz, augmented reality photo booth, virtual cycling, interactive chat, touch-and-throw and interactive colouring application.

9.5. By referring to the oral evidence of DW1, learned senior counsel submitted that Ex.D6 was shown to DW1 and he was asked to state whether the document records that it is a museum concept authored by Praveen Raj Jayachandran and that the witness agreed but stated that he had credited himself. He also pointed out that the witness was asked whether he objected to the plaintiff calling himself the author of the document and that the



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witness agreed that he did not object. The answer to question 44 was also relied upon in this regard.

9.6. After referring to questions 80 to 83 and the answers thereto of DW1, by referring to the plaintiff's estimate (Ex.D14) and the defendant's alleged expenses at Ex.D23, learned senior counsel concluded his arguments by submitting that if the quotations submitted by the defendant were excluded, the plaintiff's estimate of total expenditure of about Rs.2.04 crore tallies with the expenditure incurred by the defendant. Therefore, learned senior counsel submitted that the actual profit earned by the defendant would be about Rs.2.6 crore and that the plaintiff is entitled to 50% thereof.

10. In response to these contentions, learned counsel for the defendant submitted that the Government of Tamil Nadu has not been joined as a party and that the relief of permanent injunction is liable to be rejected. According to learned counsel, the only work executed by the plaintiff was to prepare a presentation and send it as a PDF and that this was



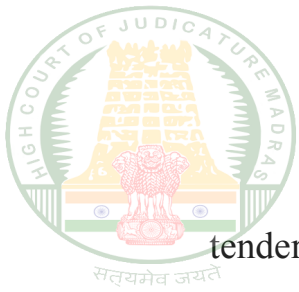
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no more than a concept or idea. Even with regard to such presentation, learned counsel contended that the defendant was the co-author of the collaborative work. In support of this contention, she relied on the following oral and documentary evidence.

10.1. By referring to Ex.P34, which is the pre-qualification application floated by the PWD, learned counsel submitted that the tender requirements were specific and entailed *inter alia* software development, animation, interface, and hardware. According to her, these requirements were not satisfied by the plaintiff, who merely provided a presentation for purposes of submitting a bid for a project.

10.2. By referring to the cross-examination of PW1, particularly the answers to questions 94 to 97, learned counsel submitted that the witness was even unaware of the number of applications used in the Amma museum and also agreed that the Unity engine had not been used by him. She also referred to question 109, dealing with the 249 deliverables mentioned in the

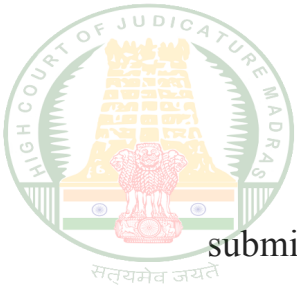


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tender documents, and the witness' answer that he is not sure how many of those deliverables were delivered by the plaintiff to the defendant.

10.3. She further submitted that the plaintiff had not even handed over the source codes to the defendant and that the claim for share of profit is not tenable. In that connection, reference was made to questions 85 to 87 in the cross-examination of PW1.

10.4. As regards the expenditure and profit, by referring to Ex.D23, learned counsel contended that except the documents at pages 295 and 317 of the convenience volume of the defendant's documents, all the said documents are invoices. In any event, learned counsel submitted that it is not necessary for the defendant to prove the exact quantum of expenses because the plaintiff is not entitled to share of profits. As regards the draft agreement, she submitted that it is indicative of the profit share that the defendant was willing to share with the plaintiff provided the plaintiff executed the project for the defendant. Because the plaintiff merely provided the presentation and did not submit any of the deliverables, she



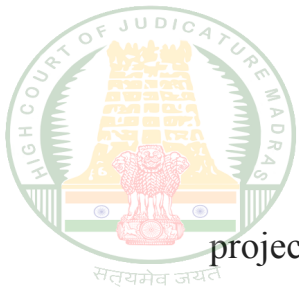
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submitted that the plaintiff is not entitled to anything more than reasonable compensation for services provided. She also maintained that the total profit was only Rs.32,78,115.44/-.

11. By way of rejoinder, learned senior counsel for the plaintiff reiterated that all the submissions to the Government of Tamil Nadu were expressly stated to be authored by the plaintiff. He countered the contention that the plaintiff merely supplied a presentation by referring to the following.

11.1. By referring to Ex.P5, email dated 30.06.2020 from the plaintiff to the defendant, which includes documents uploaded on Google Drive. Similarly, he pointed out that a zip file was attached to email of 06.07.2020 (Ex.D8).

11.2. With reference to WhatsApp messages between the plaintiff and defendant that were filed collectively as Ex.P43, learned Senior Counsel submitted that the defendant admitted that he had received a sum of Rs.1.25 crore and that he should compensate the plaintiff for his support on the



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project.

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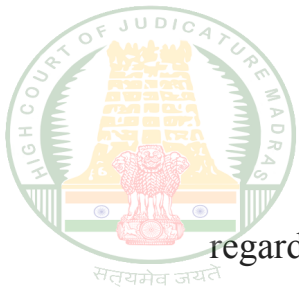
11.3. As regards the expenses, learned senior counsel contended that the quotation at page 295 of the volume of defendant's exhibits is for an aggregate sum of Rs.1,02,66,000/- and that this constitutes a substantial portion of the alleged expenses.

11.4. Learned senior counsel also played a video from M.O.1 containing the presentation prepared by the plaintiff for the defendant.

Discussion, analysis and conclusions:

Issue No.1:

12. Out of the eight issues framed by this Court, the first issue relates to whether the defendant approached the plaintiff in respect of the Amma Memorial Project. On perusing the written statement of the defendant, it is evident that the plaintiff was required to assist in the implementation of the Amma Memorial Project on the basis of the presentation provided by him. It is immaterial as to whether the plaintiff approached the defendant in that



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regard or vice versa. The agreed position appears to be that the plaintiff was required to provide services in relation to the project. Issue No.1 is disposed of by holding so.

Issue No. 5 and 6:

13. These issues relate to whether the plaintiff can claim copyright over the technology and concepts and whether there was any written agreement between the parties, and whether the terms of such agreement were violated thereby resulting in an infringement of copyright. I deal with Issue No.6 first. As an attachment to email of 14.12.2020 (Ex.P45), the defendant sent a draft agreement to the plaintiff (related emails and draft agreement collectively Ex.P45). The said agreement *inter alia* provides that the plaintiff would be entitled to 40% of the profit upon overall completion of the project. The relevant clause is as under:

“14. Special Provision:

The profit derived from the overall completion of the Digital Experience Project shall be apportioned as 40% in favour of Hexr Factory. The determination of profit is subject to successful



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completion and acceptance of the project by Client and receipt of final payment by Company after recognition of all project costs and applicable taxes.”

14. Upon receipt of this draft agreement, by reply email of 14.12.2020, the plaintiff stated that he was disappointed with the agreement and needed clarifications. By a later email in the afternoon on the same date, the plaintiff informed the defendant that he is trying to reduce the numbers after winning the project. In a reply mail later that afternoon, the defendant stated that he promised only 40% and not 50%. The plaintiff replied stating that he had informed the defendant that only 50/50 would work because the plaintiff had worked on the concept and presentation from scratch and that the defendant agreed to that. Eventually, by email sent at about 4:35 pm, the defendant stated that the plaintiff had only visually rendered the concepts and that in the last six months, the defendant was 100% handling the project. Significantly, the defendant stated as under in the said email:

“It is my project and I am responsible for the delivery. For your



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initial few weeks help, I will discuss with you and pay for that.”

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15. The conclusion that follows from the above discussion is that parties could not execute the written agreement because of the disagreement over the profit-sharing clause in the draft agreement. The defendant, however, agreed to compensate the plaintiff for services provided. Section 70 of the Indian Contract Act, 1872 (the Contract Act), which reads as under, is relevant in this regard:

“70. Obligation of person enjoying benefit of non-gratuitous act

Where a person lawfully does anything for another person, or delivers anything to him, not intending to do so gratuitously, and such other person enjoys the benefit thereof, the latter is bound to make compensation to the former in respect of, or to restore, the thing so delivered or promised.”

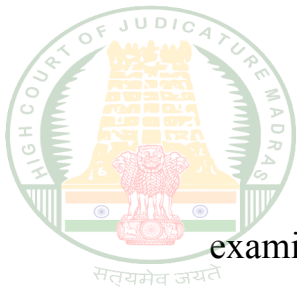
16. The draft agreement and the emails relating thereto lead to the unequivocal conclusion that the plaintiff intended to provide services non-gratuitously and the defendant also intended to receive such services non-gratuitously. In fact, parties endeavoured to reach and record a written



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agreement *inter alia* incorporating the monetary compensation for such services, but could not execute such agreement owing to failure to resolve the disagreement over compensation. This dispute resulted in the suspension or abandonment of further services, thereby also leading to a further dispute over the extent and value of services provided by the plaintiff. While the dispute over extent and value of services remains to be determined and such determination would be a pre-requisite for the fixation of reasonable compensation under Section 70, the inescapable conclusion is that there is a quasi-contract between the parties.

17. Issue No.5 and the second limb of Issue No.6 may be decided conjointly. As regards ownership of copyright, the Copyright Act does not extend the benefit of copyright protection to mere ideas or concepts. The expression of such idea is, however, entitled to protection. The documents on record disclose that the plaintiff sent the materials to the defendant *inter alia* under Ex.P5 and Ex.P26, which contain visualisation of concepts and an application. All the materials sent by the plaintiff attribute authorship to the plaintiff. The following questions and answers in course of the cross-



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examination of DW1 are pertinent in this connection:

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Q21: In Ex.D6 it is stated that museum concept authored by Praveen Raj

Jayachandran. Is it correct?

A: Yes, He has credited himself.

Q22: Have you objected for the same?

A: I did not object. Witness adds: because I always mentored and trained him.

Q44: Why you have presented the final presentation with the heading authored by Praveen?

A: He himself credited as author since he was an insider of Fusion VR. But the submission was by Fusion VR as a company.

The above answers of DW1 do not inspire confidence and the documentary and oral evidence lead to the conclusion that the plaintiff is the owner of the copyright in the materials (i.e. visualisation and expression of concepts and application) forwarded by him to the defendant. These materials were, nonetheless, sent for purposes of being used in relation to the Amma Memorial Project. Therefore, it cannot be said that the defendant infringed the plaintiff's copyright by using the material. Issue Nos. 5 and 6 is disposed of on these terms.



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WEB COMMENTS **Issue Nos.2 to 4 and 8:**

18. Given the conclusion that the plaintiff provided non-gratuitous services to the defendant and the defendant agreed to compensate for the same, the critical issue in this case relates to the nature of services provided by the plaintiff to the defendant and the determination of reasonable compensation for such services. The plaintiff and the defendant exchanged WhatsApp messages between 03.06.2020 and 06.07.2020 and these messages were collectively exhibited as Ex.P1. In WhatsApp message of 04.06.2020, the plaintiff states that he has shared some videos for the defendant's reference in relation to the Amma Museum. These WhatsApp messages indicate that the plaintiff and defendant discussed and exchanged documents in PDF and videos relating to concepts - such as cycle game, interactive questions and answers – for the Amma Memorial Project. From the documents included in Ex.P1, it appears that the plaintiff created eight concepts, namely, virtual cycling, augmented reality photo booth, Amma achievement timeline, interactive chat, touch and throw application, interactive digital, interactive quiz and interactive colouring application



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after discussions with the defendant. In order to assess the extent of work executed by the plaintiff, it is profitable to consider the following.

18.1. By email of 30.06.2020 (Ex.P5), the plaintiff appears to have sent the Amma memorial demo build by uploading the relevant documents on Google Drive.

18.2. By email of 06.06.2020 (Ex.D8) from Srijith Shrinivas of Hexr Factory to the defendant, the plaintiff has attached the interactive build of Amma Museum as a zip file.

18.3. By email of 16.11.2020 (Ex.P31) from the plaintiff to the defendant, the plaintiff has attached a presentation with flow charts relating to each of the eight concepts. On the following date, 17.11.2020, technical documents have been attached by the plaintiff to the email sent to the defendant. This is in the nature of a zip file (Ex.P32).

19. The above documentary evidence indicates that the plaintiff



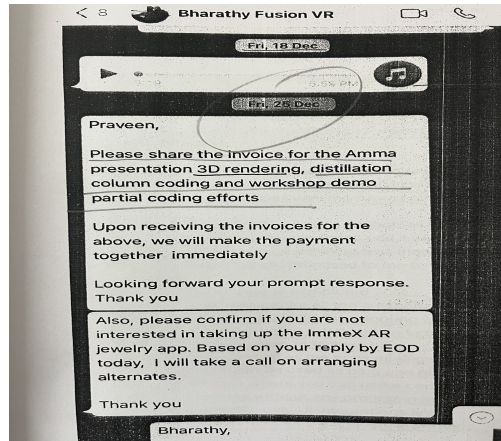
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played a key role in conceiving of and visually expressing eight concepts in the documents forwarded to the defendant either in the Google Drive or as zip files. Some of the work was done in June and early July 2020 in relation to the presentation made by the defendant at the pre-tender stage. Ex.P32 indicates that the plaintiff continued to work on the project in November 2020. The defendant has submitted its quotation/bid for the project and sent a copy thereof to the plaintiff under Ex.P33. This document sets out the deliverables in relation to six concepts. It also contains the plaintiff's quotation for an aggregate sum of Rs.5,33,00,000/- consisting of the price of Rs.4,93,75,000/- and GST of Rs.59,25,000/-.

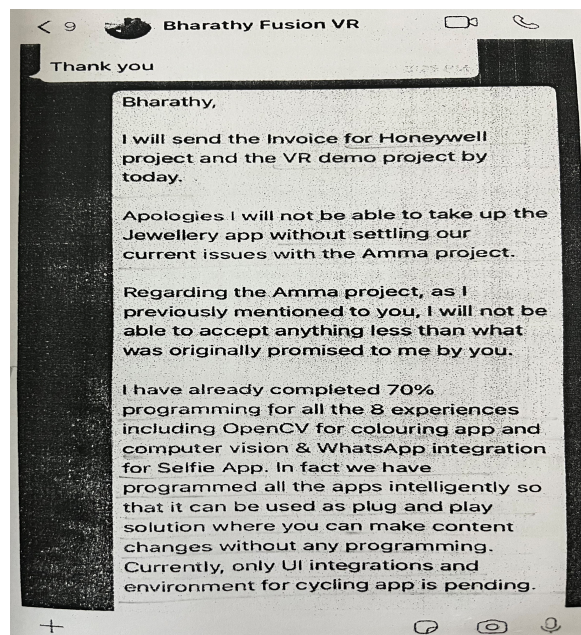
20. As mentioned earlier, the draft supply agreement was forwarded by the defendant to the plaintiff as an attachment to email of 14.12.2020. This resulted in a serious disagreement between the parties with regard to profit sharing. By WhatsApp message of 25.12.2020 (part of Ex.P2), the plaintiff stated as under:

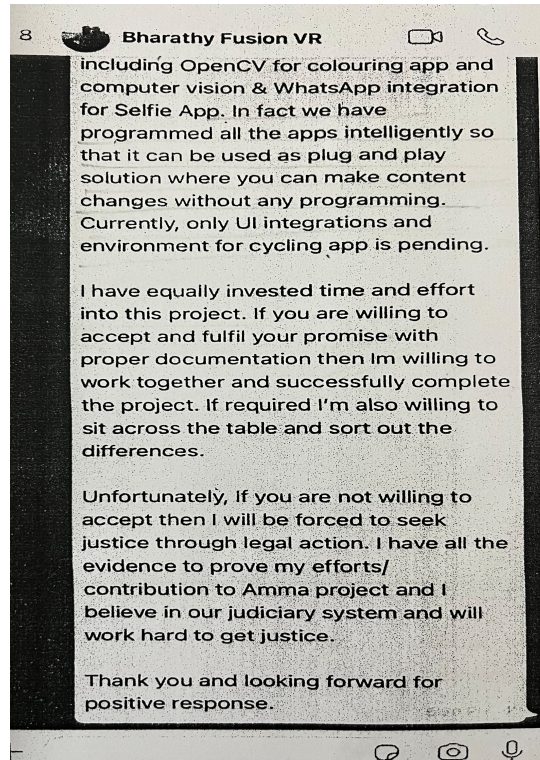


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21. The defendant replied as under (also part of Ex.P2):





22. The above WhatsApp exchanges disclose that the defendant agreed that the plaintiff had carried out work relating to the Amma presentation, including 3D rendering thereof, installation column coding and workshop demo partial coding. It also shows that the defendant agreed to make payment for the same upon receipt of the invoice. From the plaintiff's reply, it appears that the plaintiff was unwilling to accept anything less than 50% of the profits. The plaintiff also stated that he had completed 70% of the programming on all eight experiences.



WEB COPY 23. The next aspect to be considered is whether the plaintiff completed work and, if not, the percentage of work completed by him. The cross-examination of PW1 throws light on this aspect. During the cross-examination of PW1 on 15.09.2022, the following questions and answers were recorded:

Q121 : (Ex.P2 is shown to the witness.) Am I right in saying that you have purportedly completed 70% of the work assigned to you by the defendant in the month of December 2020?

A : Yes.

Q122 : When did you complete 100% of the work and when did you hand over the fully completed work to the defendant?

A : The communication referred to in page 7 of Ex.P2 is for the final delivery of the project. I have delivered interactive visualization application in the month of July 2020 which was utilized for CM presentation to get approval for the tender. The same is a requirement for the tender.

Q123 : Going by the answer to your previous question, does



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it mean that you have not delivered the work mentioned in page 7 of Ex.P2?

A : No. I could not deliver because Mr. Bharathi did not enter into an agreement with me.

Q124 : Did you complete the work 100% or did you stop the work at 70% of completion?

A : No. I could not deliver the job done for the final delivery without the agreement.

From the above answers, it follows that the agreed position is that the plaintiff did not complete the work assigned to him in relation to the Amma Memorial Project. While he asserts that he completed 70% of the programming, it remains to be considered as to how much of this work could be utilized by the defendant for the project.

24. PW1 was also questioned regarding the software developed by him for the Amma Memorial Project. The relevant questions and answers are as under:

Q16 : Can you name the software that you had developed for the Amma Project?

A : Interactive visualisation application.



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Q17 : When did you develop this application?

A : I developed in the month of June 2020.

PW1 was asked specifically whether he handed over the source code or the software development kit, etc. The relevant questions and answers are as under:

Q 80 : You claim to have created a lot of programs for this Amma project. Did you hand over the source code or software development kit or application programming interface, or project file or software build or proof of concept of the museum project?

A : Yes, I have not submitted the source code, I have sent the build of the application.

Q81 : Have you filed the document here?

A : Yes

Q82 : Can you specify the document number which you have filed along with the plaint?

A : It was done on multiple occasions, but Ex.P6 is one of the documents.



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WEB COPY 25. The above answers of PW1 lead to the conclusion that the plaintiff provided a presentation consisting of eight concepts; and an interactive visualisation application along with the software build to the defendant. This conclusion is buttressed by M.O.1. The plaintiff, however, did not hand over the source code. He also stated that such source code was intended to be handed over only after completion of the entire project. With regard to the sharing of the application without the source code, it is pertinent to bear in mind that an application is targeted at the user and can and is typically put to use without the source code. In other words, the defendant was in a position to put the application to use without the source code, which would be necessary, however, for programming.

26. The defendant was also questioned about the plaintiff's contribution to the Amma Memorial Project. Some of the relevant questions and answers of DW1 are set out below:

Q59: (Ex.D6 email sent by plaintiff to defendant dated 10.06.2020 is



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shown to the witness) I put it to you that all the 8 digital experiences is attached here as Amma Memorial V2 final.

A: I deny. These are not the 8 experiences executed currently in the museum in terms of experience titles, 2D, 3D animations user interfaces, electronics and software architecture including the exterior designs.

Q68: Item No.9 in M.O.I was played. You have said that the proposal concepts were made ready by Praveen. Is it correct?

A: I was referring to the first draft of the concept shared by Praveen which was not part of the video presentation done to the C.M. and the board. I have also mentioned in this message that Praveen is an internal member of Fusion VR.

27. On being asked questions relating to the losses suffered by him,

PW1 answered as under:

Q75 : What is the basis for seeking Rs.2.5 crore as damages?

A : I suffered a lot of losses which cannot be measured.

Q76 : Can you name or tell some of the losses you suffered?



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A : Financial loss, I had to undergo a lot of mental stress and took me months to overcome it, business loss which is directly because we spent a lot of time on this assuming that we will get the project and my family was in distress, my family had to undergo a lot of stress. Some of my best resources employee had to leave because of the situation.

Q77 : Have you filed any document to prove the financial loss?

A : No.

28. The clear conclusion that follows from the answers of PW1 to questions 75 to 77 is that the plaintiff has not provided any basis for the claim of Rs.2.5 crore as damages. Therefore, the said claim is untenable. Nonetheless, as discussed earlier, the agreed position that follows from the evidence is that the plaintiff provided services non-gratuitously and the defendant even agreed to compensate the plaintiff for such services. The area of disagreement is with regard to the quantum of compensation.

29. The defendant has filed the list of expenses incurred collectively



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as Ex.D23. The abstract at pages 293 and 294 of the volume of the defendant's exhibits mentions that the total expenditure is Rs.3,90,76,974/- and that a sum of Rs.2,04,55,274/- has been paid to the contractors. After adding GST, it is stated that the total expenditure will be Rs.4,66,00,000/- and that the net profit is only Rs.32,78,115.44/-. After giving credit to the sum of Rs.4,25,00,000/- received from the main contractor, M/s.V.Sathyamoorthy and Co, the defendant states that a sum of Rs.41 lakhs remains payable by the said entity. By order dated 22.02.2021, this Court restrained M/s. V.Sathyamoorthy and Company from paying the said sum of Rs.41 lakhs to the defendant until further orders. This order remains in force as on date. As a result, the main contractor has retained the said sum of Rs.41 lakhs.

30. With regard to the expenditure statement in Ex.D23, the plaintiff contended that the quotations submitted by the defendant should be disregarded because invoices and proof of payment have not been exhibited. In particular, the plaintiff stated that the defendant has relied upon a quotation of Rs.1,02,66,000/- from Highbrow Interactive Private Limited



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and a quotation dated 23.12.2020 from Cavion Info Systems for a sum of Rs.38 lakhs. If the quotations were to be excluded, the plaintiff states that the expenditure would be roughly about Rs.2.04 crore, and that this would result in a profit of about Rs.1.86 crore. On the contrary, while maintaining that the statement of revenue and expenditure is accurate, learned counsel for the defendant submitted that the plaintiff cannot claim a share of profit after having abandoned the project. At best, according to the defendant, the plaintiff is only entitled for reasonable compensation for the limited services provided. On evaluating the aforesaid rival contentions, I conclude that the defendant was in a position to exhibit evidence of payment to vendors but opted not to do so. In the absence of proof of the defendant having incurred the expenditure of Rs.3,90,76,974/-, weight and materiality cannot be attached to the claim of the defendant that the total profit was only Rs.32,78,415. Equally, the plaintiff's estimate of expenditure and profit of Rs.1.86 crore cannot be accepted because it is based on the assumption that the defendant's vendors would have charged in conformity with the plaintiff's estimate of expenditure.



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31. The evidence indicates that the plaintiff carried out work for the project between June and December 2020, and that the plaintiff abandoned the project in December 2020 over the serious disagreement relating to share of profit. Even as on 08.12.2020, the plaintiff and the defendant exchanged WhatsApp messages (Ex.P43) wherein the defendant *inter alia* said “*Payments vice, whatever the % they release to me, the same % of your software budget I will release immediately. Profits can only be calculated at the end. Hope I'm fair enough on this....*” Thereafter, as noticed earlier, in the draft agreement submitted in December 2020, the defendant was willing to offer the plaintiff 40% of the profit share subject to the completion of the project in all respects. Because the plaintiff did not complete the work, the plaintiff is not entitled to claim the 40% profit share offered by the defendant in the draft agreement.

32. In these circumstances, only a fair estimate may be made of reasonable compensation on the basis of materials on record. Working with the expenditure statement of the defendant, the total expenditure is



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segregated towards: payment to about 6 sub-contractors, including Highbrow Interactive and Dreamsnap Studios; payment for hardware; payment to freelancers; software; rental; and site installation. Out of these items of work, the plaintiff partly carried out only software related work. Therefore, it becomes necessary to exclude the expenditure incurred towards non-software work, such as hardware, freelancers, rent, site installation and sub-contractors doing non-software work. Using the quotations and invoices as the basis, if this exercise were undertaken, out of the 6 sub-contractors, the quotations of Highbrow Interactive and Dreamsnap Studios indicate that they provided software services. The amount quoted by them is about Rs.2.12 crore as per the defendant. Other software related expenses of about Rs.3.5 lakhs have been included in the statement. On this basis, the expenditure incurred towards software development appears to be in the region of about Rs.2.15 crore.

33. In the software industry, trade practice shows that the typical profit margin would be in the range of 20-25%. If a profit margin of 20%



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were to be computed on the software component, it would be in the region of Rs.43 lakhs. Even as per the plaintiff, only 70% of the programming work was carried out by the plaintiff and the source code was not provided to the defendant. Value has to be attributed to the plaintiff for generating and visualising several concepts that formed the basis, indeed the heart and soul, of the Amma Memorial Project. The defendant has admittedly received Rs.4,25,00,000 from the main contractor and only a sum of Rs.41,00,000 remains payable. Considering all these aspects, I fix the reasonable compensation at Rs.20 lakhs. This amount became payable upon completion of the project in early 2021. Therefore, this amount shall carry interest at the rate of 9% per annum from the date of plaint till the date of realization. Issues 2 to 5 and 8 are disposed of on these terms.

34. As the partly successful party, the plaintiff is entitled to a portion of costs. The plaintiff had paid a sum of Rs.2,58,051/- as court fee. Given that the plaintiff only succeeded partly, the plaintiff shall be entitled to a sum of Rs.1 lakh towards court fee and a further sum of Rs.4 lakhs towards reasonable lawyer's fees and other expenses. In the aggregate, the defendant



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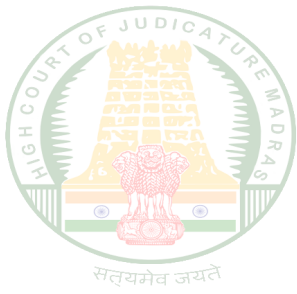
shall pay the plaintiff a sum of Rs.5 lakhs towards costs.

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35. In the result, the suit is partly decreed by directing the defendant to pay the plaintiff a sum of Rs.20 lakhs towards services rendered with interest thereon at 9% per annum from the date of plaint till the date of realization. In addition, the defendant is directed to pay the plaintiff a sum of Rs.5 lakhs as costs towards part court fee, reasonable lawyer's fees and expenses. Subject to payment of the above, the prohibitory order issued earlier is raised.

26.09.2025

Index : Yes/No
Internet : Yes/No
Neutral Citation : Yes/No
PKN



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Plaintiff's witness:

P.W.1 – Mr.Praveen Raj Jayachandran

Defendant's witness:

D.W.1 – Mr.C.Siva Shankara Bharathy

Documents exhibited by Plaintiff (electronic records with Section 65B

certificates):

<i>Exhibits</i>	<i>Description</i>
Ex.P1	Whatsapp Communications between the Plaintiff and defendant from 03.06.2020 to 06.07.2020.
Ex.P2	Printout of Whatsapp Communications between the Plaintiff and defendant dated 06.07.2020 to 25.12.2020.
Ex.P3	Emails sent by Plaintiff to defendant dated 10.06.2020.
Ex.P4	Printout of emails exchanged between plaintiff and defendant from 10.06.2020 to 28.06.2020.
Ex.P5	Printout of email sent by plaintiff to the defendant along with Amma memorial Demo Build on 30.06.2020.



<i>Exhibits</i>	<i>Description</i>
Ex.P6	Printout of email sent by plaintiff to the defendant along with Interaction build of Amma memorial for presentation to the Government on 06.07.2020.
Ex.P7	Printout of whatsapp communication between plaintiff and defendant on 04.06.2020.
Ex.P8	Printout of whatsapp communication between plaintiff and defendant along with voice recordings, on 05.06.2020
Ex.P9	Printout of whatsapp communication between plaintiff and defendant requesting to create the presentation and approval for AC installation on 09.06.2020.
Ex.P10	Printout of Whatsapp Communications between the Plaintiff and defendant with PWD SE along with Voice message on 09.06.2020.
Ex.P11	Printout of Whatsapp Communication between the Plaintiff and defendant with feedback regarding presentation from Government officials on 10.06.2020.
Ex.P12	Printout of Whatsapp voice message from Mukesh Forwarded to the Plaintiff at 12.26 p.m on 16.06.2020.
Ex.P13	Printout of Whatsapp group message of the defendant sharing the duplicated presentation along with voice message dated 16.06.2020.
Ex.P14	Printout of Whatsapp Communication containing the translation of the plaintiff's presentation from English to Tamil by Joe dated 17.06.2020.
Ex.P15	Whatsapp group message containing the voice-over of the video presentation dated 19.06.2020.
Ex.P16	Whatsapp group message containing CM'S comment on the album dated 19.06.2020.



<i>Exhibits</i>	<i>Description</i>
Ex.P17	Whatsapp group message to utilize the plaintiff's library dated 21.06.2020.
Ex.P18	Whatsapp group message of the plaintiff sharing images for the library dated 22.06.2020.
Ex.P19	Whatsapp group message confirming the receipt of the 3D renders from the plaintiff dated 25.06.2020
Ex.P20	Whatsapp group message containing the first render out of the video presentation dated 26.06.2020.
Ex.P21	Whatsapp group voice message of the defendant regarding the CM meeting and defendants request to prepare him for the meeting dated 29.06.2020
Ex.P22	Whatsapp message of postponement of CM meeting dated 30.06.2020.
Ex.P23	Whatsapp Voice message of the defendant requesting the plaintiff to change the experience from touch to bottom press and voice message about the conversations with the Architects dated 01.07.2020.
Ex.P24	Whatsapp message from the defendant to the plaintiff confirming the CM'S meeting appointment dated 03.07.2020
Ex.P25	Whatsapp message from the defendant to plaintiff, where the defendant is requesting the plaintiff to change the names of the experience dated 04.07.2020.
Ex.P26	Whatsapp message of the plaintiff to the defendant where the interactive windows application is shared dated 06.07.2020.
Ex.P27	Whatsapp group message of the defendant regarding final presentation of video dated 06.07.2020.
Ex.P28	Whatsapp message of the defendant informing that the Architect's proposal was rejected dated 06.07.2020.



<i>Exhibits</i>	<i>Description</i>
Ex.P29	Whatsapp message of the defendant to the plaintiff requesting to fix FUSIONVR nameboard in plaintiff's office dated 19.11.2020.
Ex.P30	Email sent by the plaintiff to the defendant along with the images dated 19.07.2020.
Ex.P31	Email sent by the plaintiff to the defendant along with the images dated 16.11.2020.
Ex.P32	Email sent by the plaintiff to the defendant along with the technical document dated 17.11.2020.
Ex.P33	Email sent by the defendant to the plaintiff with the quotation regarding Amma Memorial Knowledge for proposal dated 18.11.2020.
Ex.P34	Prequalification application and price bid by the Government PWD with schedule dated 03.12.2020.
Ex.P35	Invoices raised for a project by the plaintiff for the defendant dated 12.02.2020.
Ex.P36	Invoices raised for two other projects by the plaintiff for the defendant dated 28.12.2020.
Ex.P37	Screenshot of the Linkedin Profile of the defendant firm as on 14.07.2021.
Ex.P38	Email of the plaintiff to the defendant to finalize the business verticals along with attachment dated 22.07.2020.
Ex.P39	Email of the plaintiff and the defendant establishing terms of collaboration dated 02.11.2020.
Ex.P40	Email of the plaintiff to the defendant regarding partnership concerns and dissatisfaction dated 03.11.2020.



<i>Exhibits</i>	<i>Description</i>
Ex.P41	Whatsapp message of the plaintiff and defendant sending the updated design to the defendant dated 05.12.2020.
Ex.P42	Whatsapp message of the defendant to the plaintiff to meet technical committee along with certificate dated 17.11.2020.
Ex.P43	Whatsapp message of plaintiff and the defendant dated 08.12.2020.
Ex.P44	Whatsapp Voice message of the defendant cancelling the partnership with the plaintiff dated 08.12.2020.
Ex.P45	Email sent by the defendant to the plaintiff along with the draft agreement dated 14.12.2020.
Ex.P46	Whatsapp communication between the defendant and the plaintiff on 19.03.2020.
Ex.P47	Whatsapp voice message of the defendant regarding agreement with the contractor and association with Murali Architect dated 10.12.2020.
Ex.P48	Notice sent on behalf of the plaintiff to the defendant along with acknowledgement card dated 09.01.2021.
M.O.1	Original pen drive containing extracts of voice recording on various dates, video renders and the .exe file of the demo build referred to in the other exhibits.



Documents exhibited by Defendant (electronic records with Section 65B

certificates):

<i>Exhibits</i>	<i>Description</i>
Ex.D1	Email communication between plaintiff and defendant in respect of collaboration dated 19.03.2020.
Ex.D2	Whatsapp chat between the plaintiff and defendant from 19.03.2020 to 22.03.2020.
Ex.D3	Email sent by the petitioner to the defendant dated 22.04.2020.
Ex.D4	Email sent by the plaintiff to the defendant dated 08.05.2020.
Ex.D5	Email sent by the defendant to plaintiff dated 05.06.2020.
Ex.D6	Email issued by the plaintiff to the defendant dated 10.06.2020.
Ex.D7	Email communication enclosing the concepts dated 17.06.2020.
Ex.D8	Email communication sent by me to defendant dated 06.07.2020.
Ex.D9	Email sent by the defendant to petitioner dated 01.07.2020.
Ex.D10	Email correspondence from 08.06.2020 to 25.06.2020.
Ex.D11	Email sent by petitioner to defendant dated 02.11.2020.
Ex.D12	Email sent by the defendant to petitioner dated 03.11.2020.
Ex.D13	Email sent by the defendant to petitioner dated 06.11.2020.
Ex.D14	Email sent by petitioner to the defendant dated 17.11.2020.
Ex.D15	Response sent to the defendant Dec 2020.
Ex.D16	Final presentation made by the defendant to the government.
Ex.D17	Email along with enclosures issued by 3rd party to the defendant dated 31.07.2020.
Ex.D18	Emails with enclosure issued by the plaintiff to the defendant

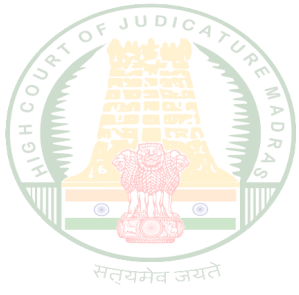


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<i>Exhibits</i>	<i>Description</i>
	from 17.11.2020 to 18.11.2020.
Ex.D19	Word document shared by the plaintiff to defendant in the month of November, 2020.
Ex.D20	Email issued by 3rd party/sub-contractor to the defendant dated 26.02.2021.
Ex.D21	Projects, Awards and Assignments delivered by the defendant.
Ex.D22	Copy of Concept/Programmes/Technology that are commercially available in the market and widely used in museums across the world.
Ex.D23	List of the expenses of the defendant.

26.09.2025

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C.S.No.57 of 2021

SENTHILKUMAR RAMAMOORTHY J.

PKN

Pre-delivery judgment made in
C.S.No.57 of 2021

26.09.2025