



A.Nos.567 & 568 of 2025 &

O.A.No.173 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.04.2025

CORAM:

THE HONOURABLE MR. JUSTICE SENTHILKUMAR RAMAMOORTHY

A.Nos.567 & 568 of 2025 in O.A.No.173 of 2024 in
C.S.(Comm.Div)No.54 of 2024 and

O.A.No.173 of 2024 in C.S.(Comm.Div)No.54 of 2024

A.No.567 of 2025

P.A. Art Productions,
Represented by its Sole Proprietor,
P.AR.Subramanian, No.24, Bhagirathi Ammal Street,
T.Nagar, Chennai-600 017. ... Applicant/4th defendant

vs.

1. M/s.Evergreen Media Pvt. Limited,
Represented by its Authorised Signatory,
Mr.J.Anto Joel,
No.11/19, Vengeeswarar Nagar First Main Road,
Vadapalani, Chennai – 600 026.
... 1st Respondent/Plaintiff

2. M/s. O.K.Films,
Represented by its Proprietrix,
Smt. K.Uma Rani.

3. M/s. Ho Ho Films,
Represented by its Proprietrix,
Smt. K. Uma Rani.



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4.M/s.Ding Dong Bell Films,
Represented by its Proprietrix,
Smt. K. Uma Rani.
(Respondents 2 to 4 having office at
No. 829, Anna Salai,
Airlines buildings, Chennai-600 002.

5. John Doe/s @ Ashok Kumar/s

6. M/s. AP International,
Represented by its Partner,
Mr.Sanjay A Wadhwa,
Old No.80, New No.42,
New Avadi Road, Kilpauk,
Chennai-600 010.

(6th defendant impleaded as per order dated 02.08.2024 in A.No.2992 of 2024)

7. M/s. Sreedevi Video Corporation,
Represented by its Partner,
Mr.Ghanshyam Hemdev,
No.5/3, Muktha Garden,
Spurtank Road, Chetpet,
Chennai-600 031.

(7th defendant impleaded as per order dated 02.08.2024 in A.No.2994 of 2024)

8. T.J. Ashok
(9th defendant impleaded as per order dated 08.01.2025 in A.No.3704 of 2024)

... Respondents 2 to 8/Defendants 1 to 3, 5 to 7 & 9



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Prayer: Application is filed under Order XIV Rule 8 of Original Side Rules Read With Order XXXIX Rule 4 of the Civil Procedure Code, 1908, to vacate the interim order dated 05.03.2024 passed in O.A.No.173 of 2024 in C.S(Comm.Div)No.54 of 2024.

For Applicant/D4 : Mr.S.Karthikei Balan

For R1/Plaintiff : Mr.K.Ravi, Senior Advocate
for M/s.Rugan & Arya

For R6/D6 : Mr.R.Sathishkumar

For R8/D9 : Mr.M.V.Swaroop

For R7/D7 : Mr.C.Ramesh

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T.J. Ashok

... Applicant/9th defendant

vs.

1. M/s.Evergreen Media Pvt. Limited,
Represented by its Authorised Signatory,
Mr.J.Anto Joel,
No.11/19, Vengeeswarar Nagar First Main Road,
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... 1st Respondent/Plaintiff



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Smt. K.Uma Rani.

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... Respondents 2 to 8/Defendants 1 to 7



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Prayer: Application is filed under Order XIV Rule 8 of Original Side Rules Read With Order XXXIX Rule 4 of the Civil Procedure Code, 1908, to vacate the interim order dated 05.03.2024 passed in O.A.No.173 of 2024 in C.S(Comm.Div)No.54 of 2024.

For Applicant/D9 : Mr.M.V.Swaroop

For R1/Plaintiff : Mr.K.Ravi, Senior Advocate
for M/s.Rugan & Arya

For R5/D4 : Mr.S.Karthikei Balan

For R7/D6 : Mr.R.Sathishkumar

For R8/D7 : Mr.C.Ramesh

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M/s.Evergreen Media Pvt. Limited,
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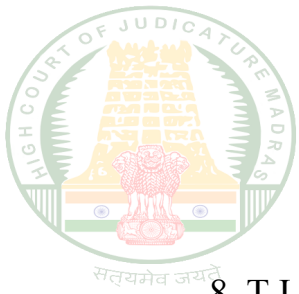
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Chennai-600 010.
(6th respondent impleaded as per order dated 08.01.2025 in A.No.2991 of
2024)

7. M/s. Sreedevi Video Corporation,
Represented by its Partner,
Mr.Ghanshyam Hemdev,
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Spurtank Road, Chetpet,
Chennai-600 031.

(7th respondent impleaded as per order dated 08.01.2025 in A.No.2993 of
2024)



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8. T.J.Ashok

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(8th respondent impleaded as per order dated 08.01.2025 in A.No.4607 of 2024)

9. M/s. Wide Angle Media Pvt. Ltd.,
Represented by its Director Mr.Aneesh Arjun Dev,
No.1401, DLH Park, S.V.Road,
Gurgaon (West), Mumbai-400 062.

(9th respondent impleaded as per order dated 19.03.2025 in A.No.1432 of 2025)

10. HICE TELEMEDIA PRIVATE LIMITED,
Represented by is Authorised Signatory,
Sivayogen AP,
33, 1st floor, Tiny Sector,
Thiru-vi-ka Industrial Estate, Guindy, Chennai-600 032.

(10th respondent impleaded as per order dated 02.04.2025 in A.No.1750 of 2025)

... Respondents

Prayer: Original Application is filed under Order XIV Rule 8 of Original Side Rules Read With Order XXXIX Rules 1 & 2 of the Civil Procedure Code, 1908, to grant an interim injunction restraining the Respondents/Defendants, restraining the defendants, their servants, agents, employees, assignees, licensees and everyone claiming under or through the defendants from infringing the copyright of the plaintiff in



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and over the 320 cinematograph film, listed out in the schedule to the Judge's summons which includes, but not limited to, mobile rights, digital rights, video copy rights, Bluray rights and future visual formats, multimedia rights, OTT, internet rights, Television, STB (Set top boxes), streaming over fiber, cable, wired and wireless networks, including but not limited to all types of hand held devices, exclusive IPTV Rights, live streaming and downloadable rights and any other related and ancillary rights now in existence or to be invented in future, in any manner by exercising or causing the exercise of or claiming any of the said rights or any part thereof pending disposal of the suit.

For Applicant/Plaintiff : Mr.K.Ravi, Senior Advocate
for M/s.Rugan & Arya

For R4/D4 : Mr.S.Karthikei Balan

For R6/D6 : Mr.R.Sathishkumar

For R7/D7 &
R9/D10 : Mr.C.Ramesh

For R8/D9 : Mr.M.V.Swaroop

For R10/D8 : Mr.T.R.Sundaram



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COMMON ORDER

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In the suit, the plaintiff seeks a permanent injunction restraining the defendants from, directly or indirectly, infringing the plaintiff's alleged copyright in the 320 cinematographic films listed in the schedule to the plaint. The suit was originally filed against five defendants, including the unnamed John Doe @ Ashok Kumar (5th defendant), along with an interlocutory application, O.A.No.173 of 2024, seeking an interim injunction restraining the original defendants from infringing the plaintiff's alleged copyright. By order dated 05.03.2024, *ex parte* ad interim relief was granted. The said order was extended from time to time and remains in force as on date.

2. Upon applying to be impleaded, the 6th to 10th defendants were impleaded both in the suit and in the original application. The 4th and 9th defendants filed A.Nos.567 and 568 of 2025 to vacate the order of interim injunction. The original application and the applications to vacate the interim order are disposed of by this common order. For the sake of convenience, parties are referred to as per their status in the suit.



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3. Learned senior counsel for the plaintiff contends that the plaintiff has established a *prima facie* case on the basis of documents filed along with the plaint. The principal document relied on by the plaintiff is agreement dated 19.03.2012, which has been executed by M/s. O.K.Films, M/s. Ho Ho Films and M/s.Ding Dong Bell Films, all represented by Smt.K.Uma Rani, as assignors. The said entities appear to be proprietary concerns and Smt. K.Uma Rani has signed this agreement as the proprietrix thereof. The counter party to the agreement is the plaintiff, which is a private limited company. On *prima facie* examining the agreement, it appears that Smt.K.Uma Rani has assigned the rights allegedly owned by the three proprietary concerns to the plaintiff herein in the 320 cinematographic films forming the subject of the suit for a perpetual period commencing from the date of the agreement for a total sale consideration of Rs.5 lakhs.

4. Schedule A to the agreement specifies that the rights assigned shall include the following:

“Schedule “A”

RIGHTS shall include exclusive Copy rights in all formats across all platforms including but not



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limited to of Mobile Rights, Digital rights, Multimedia rights, OTT (Over the Top), Television, STB (Set Top Boxes), streaming over fiber, cable, wired and wireless networks, including but no limited to all types of hand held devices, exclusive IPTV Rights, live streaming & downloadable rights and any other related and ancillary rights now in existence or to be invented in future.”

Schedule C to the agreement specifies the mode of payment and provides for the payment of the sum of Rs.5 lakhs in three installments. While the agreement specifies the cheque number and other details of the first installment of Rs.2,50,000/-, no documentary evidence has been placed on record with regard to the payment of the remaining installments.

5. As regards the title of the assignor under agreement dated 19.03.2012, the plaintiff has placed on record antecedent documents, which were referred to by learned senior counsel. These antecedent documents include, illustratively, agreement dated 22.07.1991 by and between the 4th defendant and one S.P. Ramesh in respect of the cinematographic film “Guru Sishyan”, a subsequent agreement dated 23.07.1991 between S.P. Ramesh and the 1st defendant in respect of the



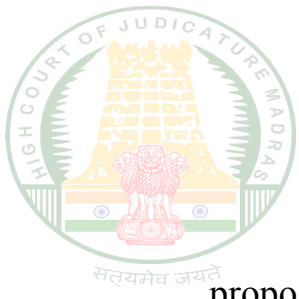
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above mentioned movie, agreement dated 12.01.1998 between the 4th defendant and Mani Raja Pictures in respect of the movie “Enga Mudalali”, agreement dated 26.06.2003 between Mani Raja Pictures and OK Films in respect of 8 movies listed in the plaint schedule and agreement dated 03.10.1995 between K.Raja and OK Films in respect of about 7 movies listed in the plaint schedule.

6. In response to the contention that the predecessor-in-title of the plaintiff did not acquire title to Internet rights or OTT rights, learned senior counsel submitted that negative rights encompass all rights in a cinematographic film. In support of this proposition, he referred to and relied upon the judgment of this Court in *Mrs. M.Padmini and others v. Raj Television Network Limited*, 2015 SCC OnLine Mad 10774, particularly paragraphs 30 and 31 thereof. Consequently, he contended that the second proviso to Section 18(1) of the Copyright Act, 1957 (the Copyright Act) is not applicable. He further submitted that a bundle of rights was assigned and that alleged non-exercise of some of the rights forming part of such bundle of rights would not lead to the lapsing of the assignment under sub-section (4) of Section 19. In support of this



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proposition, he relied upon the judgment of this Court in *M/s. Mavis Satcom Limited and another v. Netflix Inc. and another*, judgment dated 18.08.2022 in C.S.(Comm.Div)No.423 of 2019.

7. With regard to the contention that the plaintiff failed to sue for declaration, by relying on the judgment of the Supreme Court in *Anathula Sudhakar v. P. Buchi Reddy (Dead) by legal heirs and others*, (2008) 4 SCC 594 (*Anathula Sudhakar*), particularly paragraphs 13 & 14 thereof, learned senior counsel submitted that it is open to the plaintiff to amend the plaint and convert the suit into a suit for declaration and injunction. It also appears that an application for amendment has been served on the defendants subsequently.

8. In the context of some of the defendants alleging that the antecedent documents relied on by the plaintiff are not valid, learned senior counsel submitted that the onus is on the person alleging invalidity and that adjudication of this issue is possible only after trial in course of final disposal. With specific reference to the 4th defendant, he submitted that the onus is heavy because the said defendant challenges documents



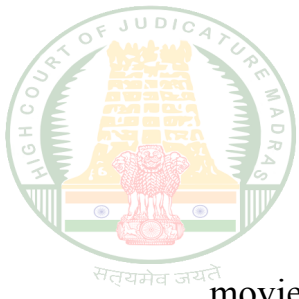
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executed not by him but by his father. If the facts and circumstances are considered holistically, he submitted that the most appropriate interim arrangement would be to restrain all parties from exercising rights pursuant to documents relied upon by the respective party pending final disposal. According to learned senior counsel, such a course of action would be in the interest of justice instead of either extending the order of interim injunction or vacating the same. Apart from making oral submissions, written submissions, including an addendum thereto, were filed by the plaintiff.

9. Learned counsel for the 4th defendant contended that the said defendant is the direct assignee of the producer in respect of 22 movies out of the plaint schedule 320 movies under agreements dated 02.02.2019. In fact, he contends that his father, Panchu Arunachalam, was the producer of these movies. His primary contention is that both Internet rights and OTT rights were unknown at the time of execution of assignments by his predecessor-in-interest. Consequently, learned counsel submits that the second proviso to Section 18(1) of the Copyright Act becomes applicable and, as a corollary, the producer of the



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movie retains rights that were not in existence on the date of assignment.

As the assignee of the producer, he contends that he is the copyright holder of Internet and OTT rights in respect of these 22 movies. Consequently, he submits that the agreements by which the plaintiff claims title are invalid. Without prejudice, his second contention is that the plaintiff has failed to place on record any evidence of the exploitation of the rights allegedly obtained under the documents placed on record. By relying upon sub-section (4) of Section 19 of the Copyright Act, learned counsel contends that the assignment shall be deemed to have lapsed if the assignee does not exercise the rights within one year from the date of assignment. According to learned counsel, there is no evidence of exploitation for the entire period from 2012 to 2023. In these circumstances, learned counsel contends that the interim order is liable to be vacated.

10. Learned counsel for the 7th defendant submits that the said defendant asserts title over 29 movies from and out of the plaint schedule 320 movies. In support of the rival claim, reliance is placed on agreement dated 05.01.1995 and letter dated 09.01.1995, which were



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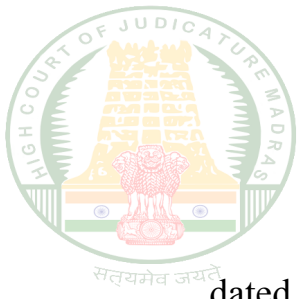
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executed by the producer, M/s P.A. Art Productions. He also relied on agreement dated 10.11.1999 executed by Mr. K. Subramaniam as proprietor of West Top Investments (India) Pvt. Ltd. (West Top, now known as Royale Blue Investments Pvt. Ltd.) in respect of 9 movies (mentioned at paragraph 7 of the counter of the 7th defendant). In conclusion, he submitted that licenses were issued to M/s Sree Devi Video Corporation in respect of Internet rights.

11. These contentions were controverted by learned senior counsel for the plaintiff by submitting that the alleged licensor, West Top, has not been joined as a party; that two directors of the plaintiff were directors of West Top when the alleged licenses were issued; and, therefore, no credibility can be attached to the license agreements in the absence of a board resolution. The validity of some of the other agreements were also assailed.

12. Learned counsel for the 9th defendant submitted that the said defendant asserts title over all the 320 movies listed in the plaint schedule. In support of this contention, he placed reliance upon letter



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dated 10.12.2013 from Smt. K.Umarani, wife of late R.V.Mani, proprietor of O.K. Films. He pointed out that schedule A to the said letter mentions all 320 cinematographic films forming the subject of the suit. He also referred to subsequent agreement dated 30.09.2016, which was executed by Mr.V. Narasimhulu to and in favour of the 9th defendant. By referring to e-mail exchanges between Divo TV Private Limited and the 9th defendant, learned counsel submitted that Divo TV Private Limited acted as the aggregator for and on behalf of both O.K. Films and Pyramid Audio. He also pointed out that the aggregator stated that no strike would be issued on behalf of Pyramid Audio, sister concern of the plaintiff. On the basis of these communications, learned counsel submitted that the plaintiff was aware of the exploitation of the rights relating to the plaintiff schedule movies by the 9th defendant. In spite of such knowledge, he contended that the 9th defendant was not originally joined as a party. Learned counsel also submitted that the 9th defendant has exploited rights in relation to these movies since 2016 and that, therefore, the balance of convenience is in favour of vacating the order of interim injunction.



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13. Learned senior counsel for the plaintiff, however, controverted these contentions by pointing out that the 9th defendant merely filed the letter dated 10.12.2013, but failed to file the alleged agreement dated 16.03.2012. He also submitted that the letter does not even list the movies. He also relied on the letter dated 21.10.2017 from 23 Frames Creators admitting that the said person, on whose assignment the 9th defendant relies, had no rights over the movies listed in the schedule to the plaint.

14. Learned counsel for the 6th defendant referred to paragraph 10 of the plaint and contended that D1 to D3 are not the producers of the movies and that antecedent title documents under which D1 to D3 obtained rights have not been placed on record. He further submitted that the 6th defendant has placed on record documents tracing title from the respective producers to and in favour of M/s A.P. International, represented by Partner, Sanjay Wadhwa, in respect of 22 movies forming the subject of the suit.

15. These contentions were refuted by learned senior counsel for the plaintiff by submitting that the assignments relied on by the 6th



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defendant for 20 out of 22 movies do not deal with the rights forming the subject of the suit, such as mobile rights, digital rights, multimedia rights, OTT (Over the Top), television, STB (Set Top Boxes), streaming over fiber, etc. Even with regard to the remaining two movies, he contended that the documentation is incomplete and insufficient to assert title.

16. Learned counsel for the 10th defendant submitted that the plaintiff traces title from Smt. K.Uma Rani, who was only one of the legal heirs of the late R.V.Mani. He also submitted that satellite rights were not transferred under agreement dated 22.07.1991, as confirmed by this Court in *Mrs.Meena Panchu Arunachalam, proprietrix, P.A. Art Productions v. M/s. SUN T.V., by its Director and another, 2001-3-LW. 172*, particularly paragraph 24 thereof. Consequently, in respect of such rights, he submits that the plaintiff cannot claim as the successor under agreement dated 22.07.1991. By relying upon the judgment of the Supreme Court in *Union of India and others v. Vasavi Cooperative Housing Society Limited and others, (2014) 2 SCC 269*, particularly paragraph 15 thereof, learned counsel submitted that the burden of proof



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is always on the plaintiff to establish title. He also relied upon the judgment of the Supreme Court in *Anathula Sudhakar*.

17. Learned counsel for the 8th defendant contended that the said defendant asserts title over 129 cinematographic films from and out of the plaint schedule movies. He further submitted that the 8th defendant claims title through R.V.Mani, the late husband of Smt. K.Uma Rani. He relied upon agreement dated 03.03.2000 between O.K. Films and Ganga Kaveri Music Private Limited(Ganga Kaveri Music), agreement dated 10.03.2000 between O.K. Films and Ganga Kaveri Music, agreement dated 21.04.2000 between Murugan Cine Arts and Ganga Kaveri Music, agreement dated 21.04.2000 between Meenakshi Cine Arts and Ganga Kaveri Music, agreement dated 23.07.2018 between Ganga Kaveri Entertainment Plus Limited (Ganga Kaveri Entertainment) and Truefix Film Festival Marketing & Distribution Private Limited (Truefix) and agreement dated 23.07.2018 between Truefix, Mr.Sivayogen and the 8th defendant. He submits that these agreements collectively conferred rights in respect of 129 movies forming the subject of the present suit. He also relied upon a document to show the link between Ganga Kaveri Music and Ganga Kaveri Entertainment.



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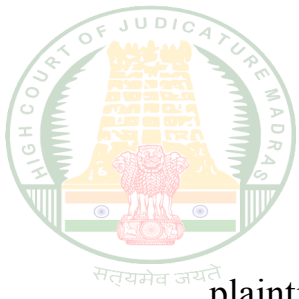
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18. In response, learned senior counsel submits that no document establishing the assignment in favour of Ganga Kavery Entertainment was filed although the alleged assignor under agreement dated 23.07.2018 with Truefix is Ganga Kavery Entertainment and not Ganga Kavery Music.

Discussion, analysis and conclusion

19. As stated at the outset, the plaintiff presented the suit seeking injunctive relief to restrain alleged copyright infringement in respect of 320 cinematographic films. Originally, only five defendants were impleaded. Upon service of notice on the impleaded parties, five third parties were impleaded pursuant to applications filed by the said parties. These parties include the 9th defendant who asserts that the plaintiff chose not to implead the said defendant in spite of being aware of the rival claim of the said defendant.

20. Significantly, the 4th defendant and the newly impleaded parties do not contend that they are not liable for infringement because they have not copied, substantially or otherwise, the movies in respect of which the



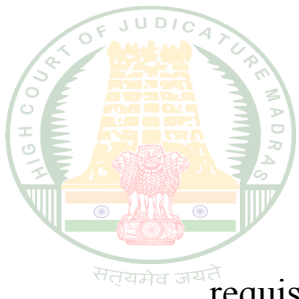
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plaintiff asserts copyright. If that were the contention, a *prima facie* assessment of the merits of such contentions could have been undertaken at this juncture. Instead, the defence raised by each of the above mentioned parties is that they own the copyright in respect of specific movies forming the subject of the suit. In fact, as is evident from the narration of submissions, the 9th defendant asserts a rival title claim over all the 320 movies listed in the schedule to the plaint. If baseless assertions, unsupported by documents had been made, it would still have been possible to carry out a *prima facie* assessment.

21. In this case, however, each defendant has placed on record documents under which the said defendant asserts copyright. The validity of documents filed by the plaintiff is contested by the defendants and *vice versa*. In this situation, without examining and determining the validity of the rival title claims, neither interlocutory nor final relief may be granted to the plaintiff. Indeed, it appears that there is a cloud over the plaintiff's title over the plaint schedule cinematographic films. As a corollary, it becomes necessary for the plaintiff to apply for and seek a declaration that the plaintiff is the owner of the copyright as a pre-



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requisite for the grant of relief in respect of alleged infringement. By recognising such necessity, the plaintiff has also filed an application, which is not numbered as on date, to amend the plaint so as to incorporate a prayer for declaration. This leads to the question whether the interim order is required to be discharged or varied.

22. As an interim arrangement, learned senior counsel for the plaintiff suggests that all parties be restrained from exercising rights pursuant to the respective agreements until final disposal of the suit, and that the trial and final disposal be expedited. Each defendant, however, is asserting that rights are being exploited over a considerable period of time. For instance, the 9th defendant asserts that such defendant exploited rights since the year 2016. In these circumstances, when the rival title claims have not been adjudicated, it would be inappropriate to restrain the rival claimants from continuing to exploit rights relating to the plaint schedule movies. The balance of convenience is, undoubtedly, not in favour of such a course of action.



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23. As discussed above, multiple rival title claims have been asserted, including by persons who were not originally joined as parties by the plaintiff. The plaintiff opted to instead join John Doe/ Ashok Kumar, and these third parties were impleaded upon application by them. Upon considering all of the aforesaid, the order of interim injunction is liable to be vacated.

24. For reasons set out above, O.A.No.173 of 2024 is dismissed and A.Nos.567 & 568 of 2025 are allowed by vacating the ad interim order dated 05.03.2024 without any order as to costs.

21.04.2025

(1/2)

Index : Yes / No

Internet : Yes / No

Neutral Citation: Yes / No

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SENTHILKUMAR RAMAMOORTHY,J.

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