



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02.06.2025

CORAM

THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

O.A.No.256 of 2025
in C.S.(Comm.Div.) No.71 of 2025

Sun Tv Network Ltd
Murasoli Maran Towers, No.73, MRC Nagar Main Road,
MRC Nagar, Chennai-600028 Tamil Nadu, India,
Represented by its Authorised Signatory
Mr. M. Jyothi Basu ... Applicant

-VS-

Asianet Digital Network Pvt Ltd
2A, 2nd Floor, Leela Infopark, Techno park, Kazhakottam,
Trivandrum, Kerala-695581 ... Respondent

For Applicant : Mr.Arun C.Mohan

ORDER

By this application, the plaintiff seeks an interim injunction to restrain the respondent from infringing the plaintiff's copyright in the 3 cinematographic films mentioned in the Judge's summons.



WEB COPY

2. At the hearing on 17.03.2025, notice was issued to the respondent returnable on 09.04.2025. The plaintiff filed affidavit of service dated 27.03.2025 stating that notice was served on the respondent. The track consignment report annexed to the affidavit evidences service of notice on the respondent on 20th March 2025. Court notice was also served on the respondent on 05.04.2025. In spite of receipt of notice, the defendant has not entered appearance in the suit and interlocutory application.

3. Learned counsel for the plaintiff invited my attention to the volume of documents filed on 07.03.2025. He submits that the assignment agreements relating to each of the three movies have been placed on record. By referring to clause 2 of each agreement, learned counsel submits that the plaintiff was assigned the exclusive copyright in respect of satellite television broadcast, direct-to-home broadcast, terrestrial television broadcast and related rights. He also referred to the letter issued by the Gemini Color Laboratory confirming the assignment and to the proof of payment by the plaintiff to the assignor in respect of the three movies concerned.



WEB COPY 4. In spite of obtaining exclusive assignments, learned counsel submits that the defendant has continued to unlawfully broadcast these movies, thereby causing losses to the plaintiff. In this regard, by referring to the defendant's reply to the cease and desist notice, learned counsel submits that such reply is vague and bereft of any details.

5. On examining the assignment agreements relied upon by the plaintiff, it appears that the plaintiff was assigned the exclusive copyright in respect of television broadcasting of the movies concerned, including satellite and terrestrial broadcast. Upon being put on notice by way of a cease and desist notice, the defendant replied on 10.01.2025. At unnumbered paragraph 3 thereof, the defendant states that it holds valid non exclusive assignment of cable TV rights from the competent person. No further details are disclosed in the said reply. It is also unclear as to how the defendant could have obtained non exclusive rights in the face of the *prima facie* assignment of exclusive rights to the plaintiff.



WEB COPY

6. Therefore, a strong *prima facie* case is made out. As contended by learned counsel for the plaintiff, unless interim relief is granted, it is likely that the acts of infringement would continue, thereby causing irreparable loss to the plaintiff.

7. For reasons aforesaid, this application is allowed as prayed for without any order as to costs.

02.06.2025
(1/2)

rna



WEB COPY



SENTHILKUMAR RAMAMOORTHY,J

rna

O.A.No.256 of 2025
in C.S.(Comm.Div.) No.71 of 2025

02.06.2025
(1/2)