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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.12.2025

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THE HONOURABLE MR.JUSTICE SENTHILKUMAR RAMAMOORTHY

O.A.Nos.407 & 408 of 2025
and A.No.2064 of 2025
in C.S.(Comm.Div.) No.107 of 2025

Mr S Kaundeya, Sole Proprietor iHorse Pictures
Having its office at New No 32, 2ND Floor, 32 Cross, Besant Nagar,
Chennai - 600 041 ... Applicant in all applications

-vs-

M/s.Thamizhaga Cable TV Communication Limited (TCCL) and 16 others
9A, 5, Club Road, M.S.Nagar, Muktha Gardens,
Chetpet, Chennai - 600 031. ... Respondents in all applications

For Applicant : Mr.Vijayan Subramanian

For Respondents : Mr.R.Babu for R1 & R5
Mr.C.Ramesh for R7
Mr.David Sundar Singh for R2
Ms.A.Anuradha for R16



COMMON ORDER

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The plaintiff entered into cable TV catalogue license agreement dated 01.01.2025 for a license in respect of permitted content, as defined in the agreement. The permitted content consists of the sound recordings and audio visual recordings listed in Schedule-1 thereto and reproduced at pages 165 to 328 of the typed set filed by the plaintiff.

2. Defendants 1 to 14 are multi-system operators, who *inter alia* transmit signals to local cable operators. The 15th defendant is the only local channel provider arrayed as a defendant / respondent. The 16th defendant is the Telecom Regulatory Authority of India and the 17th defendant is John Doe.

3. Upon receipt of notice, the first, second, seventh and sixteenth



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defendants entered appearance through counsel. As regards the third, fourth, sixth, eighth to fourteenth defendants, an order of interim injunction was issued restraining them from enabling the broadcast of the audio visual songs from the cinematographic film mentioned in the cable TV catalogue license agreement. The said order remains in force as on date.

4. Defendants 1, 2, 5 and 7 have filed counter affidavits. On behalf of defendants 1 and 5, learned counsel contends that the local cable operators and local channels are under an obligation to ensure that they do not broadcast infringing material. Learned counsel also submits that the local cable operators and local channels, which receive signals from the first and fifth defendants, have been put on notice that they would be liable in case of broadcast of infringing material. Learned counsel refers to the content provider agreement between the first defendant and S.Mathan TV to substantiate this contention. He also points out that there is a difference



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between local cable operator and local channel.

5. Learned counsel for the second defendant relied upon the counter affidavit to contend that the second defendant has not entered into any agreement with the 15th defendant after the year 2020 and that no local channel under the name “Vel TV” is presently operating under the second defendant. Learned counsel submits further that the local cable operators and local channels have not been arrayed as defendants in the suit or as parties to the application. Because they would be affected by any orders, he submits that they are necessary parties. He also submits that unless the said local cable operators or local channels are heard, it cannot be decided as to whether there is a copyright infringement.

6. Learned counsel for the seventh defendant referred to the cable TV catalogue license agreement and pointed out that the license is on non



exclusive basis. He also referred to Section 61 of the Copyright Act to contend that the owner of the copyright should be joined as a party, even if a suit were to be filed by the exclusive licensee. Since the present suit has been filed by a non exclusive licensee, learned counsel submits that the plaintiff is not entitled to the relief claimed.

7. The cable TV catalogue license agreement dated 01.01.2025 between SPM Music Private Limited and S.Kaundeya, Sole Proprietor, iHorse Picture appears to provide a non exclusive and non-transferrable license of permitted content. As mentioned earlier, the permitted content is the sound recording and audio visual content relating to the movies listed at pages 165 to 328 of the typed set of documents filed by the plaintiff. By subsequent amendment agreement dated 07.06.2025, the original agreement has been amended with effect from 01.01.2025 and an exclusive license has been provided in favour of the plaintiff in respect of permitted content. As



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such, it appears *prima facie* that the plaintiff has an exclusive license in relation to permitted content, as described above.

8. Defendants 1 to 14 are multi system operators, who provide signals to local cable operators and local channels. Counsel for the MSOs, who are represented before Court, agree that the local cable operators or local channels cannot transmit the content unless signals are received through the MSO's. If the local cable operators or local channels proceed to broadcast the audio visual songs forming the subject of permitted content under the cable TV catalogue license agreement, without obtaining a sub-license from the plaintiff, it is likely to result in significant loss to the plaintiff. Therefore, the order of interim injunction granted earlier in respect of defendants 3, 4, 6, 8 to 14 is extended to defendants 1, 2, 5 and 7 until disposal of the suit.



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as to costs.

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SENTHILKUMAR RAMAMOORTHY,J

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