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C.S. (Comm. Div.) No.132 of 2024

THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.01.2025

CORAM:

THE HON'BLE MR. JUSTICE ABDUL QUDDHOSE

C.S. (Comm. Div.) No.132 of 2024

C. Prakash,

Proprietor of M/s. Sri Kumaran CD Collections & Electronics,
New No. 3, Old No. 8,
AR Cauvery Enclave, F2, 1st Floor,
NGO Colony, 3rd Street, Vadapalani,
Chennai - 600026.

... Plaintiff

VS

1. M/s. Ayngaran International Media Pvt Ltd
No. 147/11, 3rd Floor, Raj Paris Trimeni Towers,
Gopathi Narayanaswami Chetty Road,
T. Nagar, Chennai – 600017.

2. Mr. K. Murugan,

Proprietor of M/s. Harshini movies
No. 75, Arcot road, Gatala - Kodhandhapani Legacy,
Flat No 803, 8th Floor, Saligramam,
Chennai - 600093.

3. Sharath Reddy B

Proprietor of M/s. Sri Venkateswara Telefilms
New No.17, G.B. Sahas Castle, Raja Street,
T. Nagar, Chennai - 600 017.

.... Defendants

Prayer : PLAINT FILED UNDER ORDER IV RULE 1 OF THE OS
RULES READ WITH ORDER VII RULE 1 OF THE CODE OF CIVIL
PROCEDURE, 1908 READ WITH SECTIONS 17, 51, 55 and 62 OF



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THE COPYRIGHT ACT, 1957 to grant a judgment and decree on the following terms :

- a) Declaring that the Plaintiff is the sole and absolute copyright owner of Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Vasuki"
- b) Declaring that the Plaintiff is the sole and absolute copyright owner of Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Shenbaga Kottai"
- c) Declaring that the Plaintiff is the sole and absolute copyright owner of Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Dubai Rani"
- d) A permanent injunction restraining the 1st Defendant, 2nd Defendant and its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them from in any manner exploiting and/or infringing any of the Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Vasuki"
- e) Declaring that the Plaintiff is the sole and absolute copyright owner of Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Shenbaga Kottai"
- f) A permanent injunction restraining the 1st Defendant, 3rd Defendant and its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them from in any manner exploiting and/or infringing any of the Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Dubai Rani"
- g) Mandatory Injunction directing the 1st and 2nd Defendant, its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them, to remove any infringing content of the Copyrights in the movie "Vasuki" and "Shenbaga Kottai" available in all online mode including the YouTube videos uploaded by the 1st Defendant under the Channel name "Ayangan Channel"
- h) Mandatory Injunction directing the 1st and 3rd Defendant, its men,



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agents, successors-in-business, assigns, representatives or any person claiming through or under them, to remove any infringing content of the Copyrights "Dubai Rani" available in all online mode including the YouTube videos uploaded by the 1st Defendant under the Channel name "Ayangaran Channel"

- i) Directing the defendants to pay total damages of Rs.5,00,000/- towards infringement.
- j) Passing any other or further orders which this Court may deem fit and proper in the facts and circumstances of the present case, in favour of the plaintiff and against the defendants in the interest of justice.

For Plaintiff : Mr.M. Thivakkaran

For Defendants : Ex-parte

JUDGEMENT

The suit has been filed for declaration, permanent injunction and mandatory injunction.

2. The reliefs sought for by the plaintiff in the suit are found in paragraph No.24 of the plaint. The plaintiff claims to be the owner of the copyright relating to internet rights for the films "Vasuki", "Shenbaga Kottai" and "Dubai Rani". They claim that they have acquired the said copyright through Assignment Agreements executed by the previous copyright owner. According to the plaintiff in respect of the films "Vasuki" and "Shenbaga Kottai", they had acquired exclusive rights to exploit, hire, license, public exhibition of the Film through the internet



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for perpetual period of 99 years from the year 2018. The said assignment was granted to them by Murugan, Proprietor of M/s.Harshini Movies, who is the Producer of the dubbed film and the 2nd defendant herein vide Assignment Agreement, dated 17.10.2018. According to the plaintiff, a just from plain reading of the Schedules A and B of the Assignment Agreement, it is clear that the plaintiff is the sole owner of mobile rights, any other future rights, all web format rights for all future rights (all dimensions), future all digital rights (any dimensions), web digital rights, non cable web rights, pay TV net Rights, pay per view for Internet, transport net rights, OTT rights and all type any mode rights, electrical and electronic media rights for perpetual period of 99 years. According to the plaintiff, ever since they had acquired the aforesaid rights for the films “Vasuki” and “Shenbaga Kottai”, they have been exploiting the copyright over the same by uploading the said films in the plaintiff's YouTube Channel viz., “Real Cinemas”.

3. According to the plaintiff in respect of the film “Dubai Rani”, they had acquired exclusive rights of making copies for sale / exploitation, hire, mobile rights, or any way exploit copies of the film on



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any format which re-produces sound and visual for play back for a period of 99 years from the 3rd defendant, who is the Producer of the said dubbed film, vide Assignment Agreement dated 20.03.2015. According to the plaintiff, the 3rd defendant acquired the said rights over the film “Dubai Rani” through an Assignment Agreement, dated 23.02.2008 from Universal media. The plaintiff claims that ever since they acquired rights for the film “Dubai Rani”, they have been exploiting the said movie as per the assignment rights granted to them.

4. According to the plaintiff to their shock, the 1st defendant without any authorisation from the plaintiff had uploaded various scenes from the three films viz., “Vasuki”, “Shenbaga Kottai” and “Dubai Rani” in the 1st defendant's YouTube Channel viz., “Ayangan Channel”. The links where the clips from the the aforesaid films viz., “Vasuki”, “Shenbaga Kottai” and “Dubai Rani” were uploaded illegally in the 1st defendant's YouTube channel by name “Ayangan Channel” has also been disclosed in the plaint.

5. According to the plaintiff, since the plaintiff is having the



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exclusive digital rights for the three films viz., “Vasuki”, “Shenbaga Kottai” and “Dubai Rani”, the act of the 1st defendant in uploading some clippings from the said films in their YouTube Channel by name “Ayangaran Channel” has caused huge loss of revenue to the plaintiff and the said act will also amount to an act of copyright infringement. The plaintiff therefore seeks for the reliefs sought for in the plaint as stated supra and also seeks for damages from the defendants for a sum of Rs.5,00,000/-

6. The suit summons was served on the defendants, but they chose not to enter appearance in the suit and therefore they were set ex-parte by this Court.

7. Thereafter, this Court posted the matter before the learned Additional Master IV for recording ex-parte evidence of the plaintiff. As directed by this Court, ex-parte evidence was also recorded before the learned Additional Master IV. The plaintiff's witness Mr.C Prakash, the Proprietor of the plaintiff was examined as a witness(PW1) on behalf of the plaintiff. He has filed a proof affidavit, dated 21.01.2025 before the learned Additional Master IV.



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8. Through PW1, the following documents were marked as Exhibits on the side of the plaintiff. :-

Ex.P1: The photocopy of the assignment agreement dated 23.02.2008.

- **Ex.P2:** The printout of the search result of censor certificate film certificate for the film "Dubai Rani" dated 09.01.2009.
- **Ex.P3:** The photocopy of the assignment agreement between the plaintiff and the 3rd defendant dated 20.03.2015.
- **Ex.P4:** The printout of the search result of censor certificate film certificate for the film "Shenbaga Kottai" dated 12.09.2016.
- **Ex.P5:** The printout of the search result of censor certificate film certificate for the film "Vasuki" dated 03.01.2017.
- **Ex.P6:** The photocopy of the assignment agreement between the plaintiff and the 2nd defendant dated 17.10.2018.
- **Ex.P7:** The printout of the e-mail communication between the plaintiff and the defendant with respect to Film A dated 06.04.2023.
- **Ex.P8:** The office copy of the legal notice issued by the plaintiff to the 1st and 2nd defendants along with proof of delivery dated 17.04.2023.
- **Ex.P9:** The printout of the e-mail communication between the plaintiff and the 1st defendant with respect to Film C dated 06.09.2023.



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- **Ex.P10:** The printout of the e-mail communication between the plaintiff and the 1st defendant with respect to Film B dated 20.09.2023.
- **Ex.P11:** The printout of the content uploaded by the 1st defendant in 1st defendant's YouTube Channel "Ayangaran Channel" of the suit films.

9. As seen from the exhibits, more particularly Ex.P3 and ExP6, it is clear that the plaintiff has been assigned with the copyright over the subject films as stated supra. As seen from Ex.P11, the 1st defendant has uploaded certain clippings from the said three films viz., "Vasuki", "Shenbaga Kottai" and "Dubai Rani" in their YouTube Channel viz., "Ayangaran Channel". On noticing the same, the plaintiff has also sent a legal notice, dated 17.04.2023 to the defendants calling upon them to remove the content pertaining to the 1st film viz., "Vasuki", which has been marked as Ex.P8. The plaintiff has also sent separate communications to the defendants by way of e-mails in respect of the other film, which has been marked as Exs.P7, P9 and P10 calling upon the defendants to immediately remove the uploaded content from the defendants YouTube Channel pertaining to three films, for which, the plaintiff is having exclusive copyright.



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10. The learned counsel for the plaintiff also contended that despite issuing legal notice and exchanging communications with the defendants calling upon them not to upload clippings from the said three films viz. viz., “Vasuki”, “Shenbaga Kottai” and “Dubai Rani” in their YouTube Channel viz., “Ayangaran Channel”, the defendants are continuing to show those clippings in the said channel, which clearly amounts to copyright infringement. The plaintiff also claims that on account of the copyright infringement committed by the defendants, they have suffered losses amounting to Rs.5,00,000/-.

11. This Court after giving due consideration to the plaintiff averments and the documents marked as Exhibits on the side of the plaintiff, which includes the Assignment Agreements, dated 20.03.2019 (Ex.P3) and 17.10.2018(Ex.P6) is of the considered view that the plaintiff is the exclusive owner of the copyright in respect of the rights assigned to them under those Assignment Agreements. The uploaded content in the 1st defendant's YouTube Channel by name “Ayangaran Channel”, which has been marked as Ex.P11 also confirms that despite the plaintiff being the copyright owner, the 1st defendant is unauthorisedly broadcasting the same in their YouTube Channel by the



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name “Ayangaran Channel” from April 2023. Exchange of

communications between the plaintiff and the defendants as well as the Legal notice issued by the plaintiff to the 1st defendant which have been marked as Exhibits viz., Exs.P7, P9 and P10 also reveal that prior to the filing of the suit, the defendants have been put on notice by the plaintiff that they will be filing the present suit in case the defendants continue to commit copyright infringement of the plaintiff's copyright. However, as seen from the evidence available on record, the plaintiff has not proved that he has suffered a loss of Rs.5,00,000/- as claimed in the plaint on account of the copyright infringement committed by the defendants. The plaintiff has invested a total sum of Rs.1,40,000/- as seen from the Assignment Agreements which have been marked as Exs.P3 and P6. For an investment of Rs.1,40,000/- that too when there is no evidence produced by the plaintiff to prove that he had suffered a loss of Rs.5,00,000/-, the question of awarding Rs.5,00,000/- as claimed in the plaint in favour of the plaintiff towards damages does not arise. However in view of the fact that the plaintiff has proved that the defendants have committed copyright infringement, this Court will have to award some amount of money as nominal damages payable by the



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defendants to the plaintiff. This Court fixes the same at Rs.25,000/-

(Rupees twenty five thousand only) considering the amount of investment made by the plaintiff for getting the subject copyright over the three films.

12. For the foregoing reasons, the suit is partly decreed in favour of the plaintiff against the defendants by granting the following reliefs :-

(a) The plaintiff is declared as a sole and absolute copyright owner of Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Films viz., "Vasuki", "Shenbaga Kottai" and "Dubai Rani";

(b) A permanent injunction restraining the 1st Defendant and 2nd Defendant and its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them from in any manner exploiting and/or infringing any of the Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Vasuki";

(c) A permanent injunction restraining the 1st Defendant, 3rd Defendant and its men, agents, successors-in-



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business, assigns, representatives or any person claiming through or under them from in any manner exploiting and/or infringing any of the Internet rights in worldwide territories for the period of perpetuity in the Cinematograph Film "Dubai Rani";

(d) Mandatory Injunction directing the 1st and 2nd Defendant, its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them, to remove any infringing content of the Copyrights in the movie "Vasuki" and "Shenbaga Kottai" available in all online mode including the YouTube videos uploaded by the 1st Defendant under the Channel name "Ayangaran Channel", forthwith ;

(e) Mandatory Injunction directing the 1st and 3rd Defendant, its men, agents, successors-in-business, assigns, representatives or any person claiming through or under them, to remove any infringing content of the Copyrights "Dubai Rani" available in all online mode including the YouTube videos uploaded by the 1st Defendant under the Channel name "Ayangaran Channel", forthwith and

(f) The defendants shall pay jointly and severally nominal damages of Rs.25,000/- to the plaintiff within a period of one month from the date of receipt of a copy of



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this judgment for the copyright infringement committed by them.

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(g) The defendants are directed to pay costs of the suit to the plaintiff.

27.01.2025

Index: Yes/ No

Speaking order / Non speaking order

Neutral citation : Yes / No

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ABDUL QUDDHOSE, J.

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