



IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED: 10.03.2025

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THE HONOURABLE **MR.JUSTICE SENTHILKUMAR RAMAMOORTHY**

O.A.No.743 of 2024
in C.S.(Comm.Div.) No.189 of 2024

Gandhi Kannadhasan
KANNADHASAN PATHIPPAGHAM,
Rep., by its Proprietor, Mr.GANDHI KANNADHASAN,
Son of late Mr.Kavingar KANNADHASAN,
No.23, Kannadasan Road, T. Nagar,
Chennai-600 017

... Applicant

-VS-

Kalachuvadu Publications Pvt Ltd
Rep. By Its Managing Director, Mr.S.R.Sundaram,
No.669, Kottar, Paravathipuram Road, Simon Nagar, Nagercoil,
Kanniyakumari District, Tamil Nadu 629001.

... Respondent

For Applicant : Mr.S.Prabhakara Reddy
for M/s.C.Kasirajan

For Respondent : Mr.D.Lourthu Paul Belson

ORDER



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The plaintiff has presented this application for an interim injunction to restrain the defendant from infringing the plaintiff's copyright in the literary work published under the name and style of அக்னிச் சிறகுகள் and மாணவர் அக்னிச் சிறகுகள். The plaintiff traces title to the above mentioned works through a memorandum of agreement dated 12.01.1999 between Universities Press (India) Limited (Universities Press) and the plaintiff with regard to the publication of the Tamil translation of the work titled “WINGS OF FIRE”. The suit and this application were filed after issuing lawyer's notice to the defendant on 30.08.2024.

2. The contentions of learned counsel for the plaintiff may be summarized as under:

(i) *The plaintiff was granted the exclusive right to publish the Tamil translation under memorandum of agreement dated 12.01.1999.*

(ii) *The plaintiff commissioned M.Sivalingam to undertake the translation. Such translation was produced in course of a contract between the translator and the plaintiff. Therefore, the plaintiff owns the copyright.*

(iii) *The plaintiff also has a copyright in the title அக்னிச் சிறகுகள்.*

(iv) *In e-mail of 14.02.2024 from Orient Blackswan Private Limited, a sister concern of Universities Press, it was admitted that the plaintiff has*



copyright for the particular translation and title.

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3. The contentions of learned counsel for the defendant may be summarized as under:

(i) The exclusive licence of the plaintiff was limited to the right to publish 2000 copies of the Tamil translation.

(ii) The agreement between the plaintiff and the publisher was admittedly terminated. Consequently, the plaintiff does not have the right to publish the work.

(iii) The defendant published a translation by Aravindan in November 2024 and has sold about 6000 copies till date.

(iv) The plaintiff ceased publishing the translation in 2023.

4. The plaintiff traces title through a memorandum of agreement dated 12.01.1999 between Universities Press and the plaintiff. Universities Press is referred to as the Proprietors in the said agreement. Clause 1 thereof is as under:

“1. The PROPRIETORS grant to the PUBLISHERS the exclusive Licence to publish 2000 copies of the Tamil translation in volume form throughout the world.”

5. Clause 11 enables the termination of the memorandum of agreement and reads as under:



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“11. In the event of the Translation going out of print or off the market, the PROPRIETORS shall be at liberty to terminate this agreement on giving the PUBLISHERS six months' notice in writing to reprint the Translation and on the expiration of such a period of six months should such reprint not have been made all rights granted under this Agreement shall revert to the PROPRIETORS without prejudice to any monies paid or due to the PROPRIETORS.”

6. Also on record is memorandum of understanding dated 27.11.2023 between the above mentioned parties, whereby the plaintiff agreed to pay the sum of Rs.5,00,000/- on or before 30.12.2023 towards royalty claims made by the proprietor.

7. The defendant alleges that the plaintiff stopped publishing the translated work some time in the year 2023, and no document to the contrary is available on record. On the other hand, the defendant has placed on record evidence of publication of அக்னிச் சிறகுகள், as translated by

Aravindan in November 2024. It is also stated that 6000 copies have been sold till date.



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8. In the facts and circumstances outlined above, it appears that the plaintiff's claim as the owner of the copyright is tenuous. In any event, it appears *prima facie* that the plaintiff has stopped publishing the relevant work, whereas the defendant has published the translation by Aravindan in November 2024 and has sold about 6000 copies. Even assuming that the plaintiff owns the copyright, in the absence of evidence of substantial copying, it is not possible to even record *prima facie* conclusions on infringement. Besides, for reasons set out above, the balance of convenience is not in favour of the plaintiff and losses, if any, can be compensated through damages.

9. Therefore, the application for interim injunction is liable to be and is hereby dismissed without any order as to costs.

10.03.2025
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