

Madras High Court  
M/S.United India Exporters vs M/S.Vijaya Productions

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on 06.01.2023  
Pronounced on 02.02.2023  
CORAM

THE HON'BLE MR.JUSTICE C.SARAVANAN

Civil Suit No.119 of 2020

M/s.United India Exporters,  
Rep.by its Partner,  
Mr.Mohamed Yahia

... Pla

vs.

1. M/s.Vijaya Productions,  
Represented by its Managing Partner,  
Mr.B.Venkatrama Reddy

2.M/s.Sun TV Network Ltd.,  
Represented by its Authorised Signatory  
Mr.M.Jothi Basu

.. Defen

PRAYER : Civil Suit filed under Order VI Rule 1 CPC Read with Sections 55 & 62 of the Copy Rights Act and under Order VII Rule 1 CPC with Sections 4 & 7 of the Commercial Courts Act, 2015 praying pass:

a) Declaration that the plaintiff is the sole and exclusive copyright of the film" Veeram" for (a) for commercial/non commercial Theatrical 35 mm, 70 mm, 16mm, 8mm rights and theatrical exploitation rights-

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C.

Qube or Digital Projection television (including pay television) and computer rights, exploitation rights for home use by Video copyright including video on demand rights and video cassette rights, DVD rights/HDDVD rights/VCD rights, Blueary DVD rights, CD-ROM software rights, advertisement package rights, publishing rights, t rights, recording rights, cable TV rights (including pay cable), te

television rights, satellite television rights, high-seas rights, a rights, internet rights, internet protocol, IPTV rights, broadband inflight rights, DTH rights, pay per view rights, multimedia rights to-user (DTU) rights, laser disc rights, rights through all telecommunication system including telephones, mobile phones, pager electronic merchandise, the internet, whether in existence now or c in the future, using contents with mobile or cellular via customers wireless medium and broadband and producing wall papers, themes, screensavers, video clipping, voice portals and video streaming by broadband and other modes. The abovesaid rights are assigned exclus to the assignee for entire world territories only except India. Sat rights are subject to non-exclusive basis. (b) All forms of the advertisement package rights in relation to the Film and all forms electronic reproduction, dissemination and distribution, internet, electronic devices and gadgets, interactive games, multi-media, interactivity in sound vision, text or graphics, CD Roms and all fo publishing rights, whether in printed or electronic form of any par the film.(c) All the editing rights in the film including but not l the right to exploit the film in bits and pieces and to mix and mat dialogues, songs or any other portions of the Film like scenes, son dialogues, sequences of any other film or private albums and consequ thereto the right to sell such formats created to any person for an aforesaid media

b) To grant permanent injunction restraining the defendants, their m representatives, agents and anybody on behalf of the Defendants, fr Exhibiting or Exploiting and copyright of the film" Veeram" for (a) commercial/non commercial Theatrical, 35 mm, 70 mm, 16mm, 8mm rights and Qube or Digital Projection television(including pay tele and computer rights, by Video copyrights including video on demand rights and video cassette rights, DVD rights/HDDVD rights/VCD right Bluera y DVD rights, CD-ROM software rights, advertisement package

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rights, publishing rights, title rights, advertisement package righ publishing rights, title rights recording rights, cable TV rights(i pay cable) terrestrial television rights, satellite television righ rights, airborne rights, internet rights, internet protocol, IPTV r broadband rights, inflight rights, DTH rights, pay per view rights, multimedia rights, direct-to-user (DTU) rights, laser disc rights, through all telecommunication system including telephones, mobile phones, pagers, electronic merchandise, the internet, whether in ex now or created in the future, using contents with mobile or cellula customers via wireless medium and broadband and producing wall papers, themes, screensavers, video clipping, voice portals and vid streaming by broadband and other modes. The abovesaid rights are assigned exclusive to the assignee for entire world territories onl India. Satellite rights are subject to non-exclusive basis. (b) All

the advertisement package rights in relation to the Film and all for electronic reproduction, dissemination and distribution, internet, electronic devices and gadgets, interactive games, multi-media, interactivity in sound vision, text or graphics, CD Roms and all for publishing rights, whether in printed or electronic form of any part of the film. (c) All the editing rights in the film including but not including the right to exploit the film in bits and pieces and to mix and match dialogues, songs or any other portions of the Film like scenes, songs, dialogues, sequences etc., with scenes, songs, dialogues, sequences of any other film or private albums and consequent thereto the right to reproduce in such formats created to any person for any of the aforesaid media

c) Preliminary Decree be passed in favour of the plaintiff directing the defendants to render account of profits made by use of infringing the Copyrights of the plaintiff mentioned above and a final decree be passed in favour of the plaintiff for the amount of profits thus found to be made by the defendants after they have rendered accounts

d) to pay the cost of the suit.

For Plaintiff : M/s.M.A.Kalam

For 2nd Defendant : Mr.Jose John &  
Mr.M.Narendran  
for M/s.King & Partridge

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#### JUDGMENT

The plaintiff has filed the present suit for an alleged infringement of the copyright in the Tamil film "Veeram" by the 2nd defendant. The movie was produced by the 1st defendant. The said Tamil Film was released in theatres on 10.1.2014.

2. It is the specific case of the plaintiff that defendants have colluded with each other and have executed Ex.P8/D2 Assignment Agreement dated 8.8.2013 even though the 1st defendant had already committed to assign the rights in the said film earlier vide Ex.P2 Assignment Letter dated 23.11.2012 and later executed Ex.P3 Assignment Agreement dated 23.10.2013 in favour of the plaintiff.

3. It is stated that under Exhibit P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013, the 1st defendant had perpetually assigned the entire overseas territory rights except India to the plaintiff for a period of 99 years. Despite the same, the 1st defendant executed Ex.P8/D2 Assignment Agreement dated 8.8.2013 \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 in favour of the 2nd defendant.

4. It is the case of the plaintiff that the 1stDefendant was the producer the aforesaid Tamil film “Veeram” starring Ajith, Tamannah, Santhanam and others. It is case of the plaintiff that the 1st defendant received an advance amount of Rs.OneCrore on 03.11.2012 from the plaintiff which was paid by way of cheque, pursuant to which, Ex.P2 Confirmation letter dated 23.11.2012 was issued for Assigning the Rights in the said Tamil film.

5. It is further stated that the the 1stDefendant had also by its letter dated 08.01.2014 addressed to Gemini Colour Laboratory confirmed the assignment of the abovesaid rights in favour of the Plaintiff and also authorised the plaintiff to take any number of prints in any format for the purpose of export.

6. It is further case of the plaintiff, that the said Laboratory was also informed about the creation of the rights in favour of the plaintiff vide Ex.P4 dated 24.12.2013 Lab Letter. It is submitted that the said \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 Laboratory was instructed to deliver the negative both (picture and sound) of the above film to the Plaintiff for DLT/ Digi Beta cam transfer at the Plaintiff's cost and to collect the same on completion of such transfers.

7. It was stated that the censor “U” certificate for the said film was also handed over to the Plaintiff by the 1stDefendant. Thus, the 1stDefendant has assigned the entire rights in favour of the Plaintiff by receiving the advance payment of Rupees One crore on 3.11.2012 and issued Exhibit P2 Confirmation Letter dated 23.11.2012, for the rightsassigned and subsequently entered into Exhibit P3 Assignment Agreement dated 23.10.2013 after receiving the balance sale consideration of Rs.7 crores.

8. It is submitted that the 1st defendant deceivedthe Plaintiff and has entered into Exhibit P8/D2 Assignment Agreement dated 08.08.2013 with the 2nd defendant at Chennai and has assigned to the 2 nd Defendant the rights to broadcast the said film through Satellite Television Broadcast, in derogation of the rights of the plaintiff.

9. It is further stated that the 1st defendant had assigned the \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 rights to the 2nd Defendant subsequent to the assigning of the same to the Plaintiff vide Ex.P2 dated 23.10.2013 with respect to the said film and the 2ndDefendant in collusion have malafidely with no rights with respect to the movie “Veeram” taking frantic efforts to exploit the film “Veeram” in all forms and telecast the movie in all airlines to which they have absolutely no rights and the Plaintiff is constrained to approach this Court for a declaration that the Plaintiff is the sole and absolute copyright holder for broadcasting the film “Veeram”.

10. The 1st defendant has remained absent and was set exparte. It is the specific defence of the 2nd defendant both Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 are fabricated documents. It is further case of the 2nd defendant that there are no records to substantiate any amount was paid by the plaintiff to the 1st defendant pursuant to Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2012 and in any event the plaintiff has not produced any document to substantiate that tax was deducted at Source

while making payment to the \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 1st defendant. Pursuant to Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013.

11.The learned counsel for the 2nd defendant submitted that the 1st defendant entered into Ex.P8/D2 Assignment Agreement dated 08.08.2013 with it and assigned an exclusive copyright of the said film in favour of the 2nd defendant for a total consideration of Rs.13,00,00,000/- .

12. As per Ex.P.3/D2 Assignment Agreement dated 08.08.2013, the 2nd defendant paid the 1st instalment for a sum of Rs.3,25,00,000/- and balance instalment on 22.08.2013 and on 24.12.2013.

13. It was submitted that as per the Ex.P8/D2 Assignment Agreement dated 08.08.2013, the tentative date of release of the said movie was 14.01.2014. It is submitted that the 2 nd defendant telecasted the subject film for the entire world including India pursuant to Ex.D11 Supplementary Agreement dated 06.01.2014 whereby telecasting date was advanced from 09.07.2014 to 20.04.2014 pursuant to Ex.D11 Supplementary Agreement dated 6.1.2014. \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

14. On the date of execution of Ex.D11 Supplementary Agreement 06.01.2014, the 2nd defendant paid the balance amount of Rs.3,25,00,000/-. As per the Ex.D11 Supplementary Agreement dated 06.01.2014, the entire consideration of Rs.13,00,00,000/- was paid by the 2nd defendant to the 1st defendant after deducting TDS.

15.The learned counsel further submitted that the first exploitation of the said movie by the 2nd Defendant was on 01.05.2014 was in accordance with the rights conferred on the 2nd Defendant under Ex.P8/D2 agreement dated 8.08.2013 and Ex.D11 Supplementary Agreement dated 06.01.2014.

16. It is submitted that the plaintiff had knowledge that the 2 nd defendant was exploiting the rights in the said movie right from 2014 and on all subsequent dates as stated above when the said movie was telecasted in the 2nd Defendant's channel. It is therefore submitted that suit is time barred.

\_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

17. It is submitted that the plaintiff has averred that it is in exports only but has not pleaded that the plaintiff was in the film industry and therefore the alleged assignment vide Ex.P2/P3 cannot be countenanced. Therefore, the defendant prayed for dismissal of the suit.

18.Following issues were framed by this Court:- i.Whether the suit was barred by limitation?  
ii.Whether the copyright for the movie "Veeram" was validly assigned by the 1st defendant the plaintiff as per the requirements of section 19 of the Copyrights Act, 1957?

iii.Whether an agreement dated 23.10.2013 between the plaintiff and the 1st defendant was valid?

iv. Whether the assignment agreement dated 8.8.2013 between the 1st and the 2nd defendant is valid?

v. Whether the plaintiff is entitled to a declaratory relief and injunctive relief as prayed for?

vi. Whether the plaintiff is entitled to rendition of accounts and decree for profits?

vii. Whether the parties are entitled to any other relief?

19. Plaintiff's Manager was examined as PW1 and following 8 \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 documents were marked:-

Sl.No. Exhibits Date Particulars of Documents 1 Ex.P.1 24.08.2022 Original Authorization letter 2 Ex.P.2 23.11.2012 Original Assignment Letter to plaintiff 3 Ex.P.3 23.10.2013 Original Assignment Agreement 4 Ex.P.4 24.12.2013 Letter from 1st defendant to Real Image Media 5 Ex.P.5 27.12.2013 Copy of the Central Board of Film certification 6 Ex.P.6 11.01.2014 Letter from 1st defendant to plaintiff 7 Ex.P.7 24.05.2014 Letter from Gemni Colour Lab to plaintiff 8 Ex.P.8 08.08.2013 Copy of the Assignment st Agreement between 1 defendant and 2nd defendant

20. On behalf of the 2nd defendant, it's authorised signatory was examined as DW1 and following 14 documents were marked as Exhibit D1 to D14 :-

Sl.No. Exhibits Date Particulars of Documents 1 Ex.D.1 29.05.2015 Extract of Board Resolution \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 Sl.No. Exhibits Date Particulars of Documents 2 Ex.D.2 08.08.2013 Assignment Agreement 3 Ex.D.3 08.08.2013 Letter from 1st Defendant to Lab 4 Ex.D.4 08.08.2013 Letter from Lab to 2nd defendant 5 Ex.D.5 12.08.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant 6 Ex.D.6 19.08.2013 Letter of the 1st defendant to 2nd defendant 7 Ex.D.7 22.08.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant 8 Ex.D.8 18.12.2013 Letter from the 1st defendant to 2nd defendant 9 Ex.D.9 24.12.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant 10 Ex.D.10 27.12.2013 CBFC Certificate 11 Ex.D.11 06.01.2014 Supplementary Agreement between 1 defendant to 2nd st defendant 12 Ex.D.12 08.01.2014 Cheque issued by the 2nd defendant in favour of the 1st defendant 13 Ex.D.13 09.01.2014 Letter from the 1st defendant to 2nd defendant 14 Ex.D.14 - Screenshot of the promo telecasted by the 2nd defendant \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

21. I have perused the plaint and the written statement filed by the plaintiff and the 2nd defendant herein. I have also perused the proof affidavit filed on behalf of the plaintiff and the 2nd defendant. I have also perused the documents marked as Exhibits on behalf of plaintiff and the 2nd defendant.

22. I have also considered the depositions recorded before the learned MasterNo.I during chief examination and cross-examination of the respective witnesses. I have also considered the provisions of the Copyrights Act, 1957 and the judgement relied by the learned counsel for the 2nd defendant.

23. Both the plaintiff nor the 2nd defendant claim rights from the 1st defendant under Exhibit Nos.2,3 and Ex.P9/D2 and Ex.P11 as discussed above. The 1st defendant remained exparte. Neither the plaintiff nor the 2nd defendant have attempted to issue summons to the 1st defendant.

\_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

24. The plaintiff has not denied the execution of Ex.P8/D2 Assignment Agreement dated 8.8.2013. It is the case of the plaintiff that the 1st defendant had assigned the overseas rights in favour of the plaintiff vide Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013.

25. It is therefore submitted that the subsequent rights given to the 2nd defendant by the 1st defendant vide Ex.P8/D2 Assignment Agreement dated 8.8.2013 cannot take away the rights conferred earlier on the plaintiff vide Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013.

26. On the other hand, it is the case of the 2nd defendant that if Ex.P2 Assignment Letter dated 23.11.2012 was issued by the 1st defendant to the plaintiff, question of executing Ex.P3 Assignment Agreement dated 23.10.2013 did not arise. \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

27. It is therefore submitted by the 2nd defendant that both these documents Ex.P2 Assignment Letter dated 23.11.2012 are fabricated documents. That apart it is the case of the 2nd defendant that Ex.P8/D2 assignment agreement dated 8.8.2013 was executed by the 1st defendant to the 2nd defendant and therefore question of the 1st defendant executing Ex.P3 Assignment Agreement dated 23.10.2013 did not arise.

28. It is submitted that the plaintiff has not carried due diligence before Ex.P3 Assignment Agreement dated 23.10.2013 was purportedly signed by obtaining proper lab letters and laboratory confirmation letters regarding the assignment of the rights in favour of the 2nd defendant vide Ex.P8/D2 assignment agreement dated 8.8.2013.

29. That apart, it is submitted that under Ex.P8/D2 Assignment Agreement dated 8.8.2013, the 1st defendant assigned to the 2nd defendant and exclusive copyright in respect of Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Terrestrial Television Broadcast and all other rights connected therewith including \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 exhibition of the fill by means of wireless diffusion and by wire for communication to the public through television broadcast for the entire world.

30. However, the burden of proof of proof that Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 were forged has not been discharged by the 2nd defendant. It was incumbent on the part of the 2nd defendant to have summoned the 1st defendant to give evidence that that Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 were indeed forged.

31.As per clause 21 of Ex.P8/D2 Assignment Agreement dated 8.8.2013, the 2nd defendant undertook to join the 2nd defendant in defending all legal proceedings that may be instituted/initiated by a 3rd party or any proceeding that may be initiated by the 2 nd defendant against any 3rd party with regard to the rights assigned under the aforesaid agreement.

\_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

32. The 1st defendant also undertook to do such thing that may be required to establish the rights of the 2nd defendant over the film assigned to the 2nd defendant under Ex.P8/D2 Assignment Agreement dated 8.8.2013. Clause 21 Ex.P8/D2 of Assignment Agreement dated 8.8.2013 reads as under:-

21.The “ASSIGNOR” hereby undertakes to join the “ASSIGNEE” in defending all legal proceedings that may be instituted by 3rd parties against the “ASSIGNEE” or proceedings that may be initiated by the “ASSIGNEE” against 3rd parties with regard to the rights assigned herein and further undertakes to do all acts that may (be)\*to establish the rights of the“ASSIGNEE” today shall mention in the schedule to this agreement.

33.The author of the problem between the plaintiff and the 2nd defendant is none other than the 1st defendant. The 1st defendant has signed not only Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 in favour of the plaintiff on the strength of which the plaintiff claimed overseas right in the said Tamil film but also Ex.P8/D2 Assignment Agreement dated 8.8.2013and Ex.P11 Supplementary Agreement dated 6.1.2014 in favour of the 2nd defendant.

\_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

34. Under Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013, the 1st defendant is supposed to have received an amount of Rs.7,00,00,000 (Rupees Seven Crores) from the plaintiff for parting with overseas rights in favour of the plaintiff. The signature in these documents are that of the 1st defendant.

35. By Ex.P8/D2 Assignment Agreement dated 8.8.2013, the 1st defendant has received a sum of ? 13,00,00,000/-(Rupees Thirteen Crores) from the 2nd defendant for the rights assigned then.

36. Keeping the above facts in the back ground, I shall now proceed to answer the issue framed by this Court.

37. As far as Issue No.(i) is concerned, it is the case of the plaintiff that plaintiff came to know about the alleged infringement of the rights by the 2nd defendant only during February, 2020 through their marketing personnel.

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38. There is no dispute that the right of the plaintiff is violated if Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 are not fabricated document.

39. Every instance of infringement of a copyright will give rise to a continuing cause of action to the plaintiff against the 2nd defendants if such right are violated. Therefore, the suit filed by the plaintiff during March 2020 cannot be said to be time barred. Therefore, Issue No.(i) is answered against the defendants and in favour of the plaintiff.

40. Coming to Issue No.(ii) and (iii), a reference may be made to Section 19 of the Copyrights Act, 1957. Section 19 of the Copyrights Act, 1957 prescribes the mode of assignment of copyright.

41. Under Section 19 of the Copyrights Act, 1957, all that is required is that assignment should be in writing signed by the Assignor or by his duly authorised agent. If Ex.P2 Assignment Letter dated 23.11.2012 was signed by the 1st defendant or his authorised agent, the assignment will be valid. In fact, there can be an assignment of right \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 even in an unfinished work as per Section 18 of the Copyrights Act, 1957. However, such a right will come into force when the work comes into existence. The aforesaid Tamil film was certified by the Central Board of Film Certificate vide Ex.P.5.

42. The signatures of the 1st defendant in Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 and Ex.P8/D2 Assignment Agreement dated 8.8.2013 and Ex.D11 Supplementary Agreement Dated 6.1.2014 are identical.

43. It was incumbent on the part of the 2nd defendant to have produced 1st defendant as a witness to disprove the claim of the plaintiff. It is quite possible that the 1st defendant would have executed Ex.P8/D2 dated 8.8.2013 and Ex.D11 Supplementary Agreement dated 6.1.2014 suppressing the pre-existing agreement with the plaintiff vide Ex.P2 Assignment Letter dated 23.11.2012 and Ex.P3 Assignment Agreement dated 23.10.2013 .

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44. Therefore, there was a valid assignment of copyright in favour of the plaintiff by the 1st defendant in absence of contrary evidence to show that Ex.P2 Assignment Letter dated 23.11.2012 were forged document.

45. In the light of the above discussion, the Issue No

(ii) regarding the assignment of copyright in favour of the plaintiff is answered in favour of the plaintiff.

46. In the light of the above discussion, the Issue No.(iii) is also answered in favour of the plaintiff by holding that Ex.P3 Assignment Agreement dated 23.10.2013 was valid. The 2nd defendant has also not proved that the execution of Ex.P2 Assignment Letter dated 23.11.2012 by the 1st defendant to the 2nd defendant was forged. Thus, the agreement is valid agreement.

47.As mentioned above, since the it is quite possible that the 1st defendant has executed Ex.P8/D2 Assignment Agreement dated 8.8.2013 and Ex. D11 Supplementary Agreement Dated 6.1.2014 in favour of the \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 2nd defendant, Issue No.(iv) is to be answered in favour of the 2nd defendant.

48. However, the rights of the 2nd defendant under Ex.P8/D2 Assignment Agreement dated 8.8.2013 and Ex.D11 Supplementary Agreement dated 6.1.2014 is supplementary to the prior rights. These documents ensures that the 2nd defendant was entitled to protection from any third-party action and in case of any difficulty, the 2nd defendant is entitled for compensation by way of restitution of the amounts expended for procuring the licence.

49. Under clause 16 of Ex.P8/D2 Assignment Agreement dated 8.8.2013, the 1st defendant has confirmed, declared and assured to the 2nd defendant the following rights:-

a. The sole and exclusive right for the World Satellite Television Broadcast, Terrestrial Television Broadcast, Direct to Home Broadcast, Direct Satellite Service and other broadcasting rights and all other rights as mentioned in clause 3 for a perpetual period \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 from the date of the agreement; b. To Distribute the said film, communication to public for the purpose of Satellite TV Broadcast, Terrestrial Television Broadcast, Direct to Home Broadcast, Direct Satellite Service and all other rights connected therewith;

c. To authorise others to do all or any of the aforesaid things and to subtitle, the, Delhi and other use of the fill in any manner for the use of the said broadcast et cetera.

50. Under clause 3 of Ex.P8/D2 Assignment Agreement dated 8.8.2013, the assignment of the copyright in the said film was to be an absolute assignment of copyright by the 1st defendant to the 2nd defendant and their authorised persons for broadcasting the film through Satellite Television Broadcast, Direct to Home Broadcast, Direct Satellite Service, Internet, Video streaming through all forms, I.P.TV, Broadband, Telephone, Telephony, Cell Phone, Radio (all dimensions), VCD, DVD, Video on Demand, Movie Demand, Video High Definition (HD), Laser Disc, Blue Ray, U-Matic, Inflight, Airborne, Railborne, Terrestrial Television broadcast (all dimensions), through Cable/via Cable TV, local Delivery Systems, MMDS, Pay per view, Seaborne, all modes of public/private transportation, public Service broadcasting, private \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 Communication other formats/Dimensions which may be in existence or invented in future or through any other forms, means an modes and any forms of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay stations and all its grammatical variations and cognate expressions were to be construed accordingly, or any other system without restriction of geographical area and including all channels of Doordarshan. Thus, rights have been given broadly.

51. Clause for Ex.P8/D2 Assignment Agreement dated 8.8.2013 further declares that the 1st defendant has not created any charge, lien, mortgage or any other encumbrances on the said film over the above said rights in respect of the above said film in favour of any artists, writers, lyricists, or other persons or parties and that nothing in the said film infringes the copyright or any other rights of any Third party.

52. Further, as per clause 5 of Ex.P8/D2 Assignment Agreement \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 dated 8.8.2013 1st defendant has stated that the 1st defendant would not from the date of the agreement, assign the right to broadcast the picture in Terrestrial Television Broadcast, Satellite TV Broadcast and other broadcasting rights as mentioned in Clause No.3 for communication to the public or to any other. This condition has been apparently breached by the 1st defendant.

53. Though the first 1st defendant undertook not to assign the rights granted to any third parties or exploit/telecast the said film in any manner stipulated in Clause 3 of the Ex.P3/D2 Assignment Agreement dated 08.08.2013 either directly or indirectly from the date of this agreement till the expiry of the period mentioned in the schedule to this agreement, the 1st defendant has assigned the rights in favour of the plaintiff.

54. The 2nd defendant as an “ Assignee” was to have an exclusive rights mentioned over the said film from the date of this agreement even though the actual telecast was to commence only at the expiry of 180 days from the date of general theatrical release of the said \_\_\_\_\_  
<https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 film for the entire World including India.

55. The 1st defendant as the Assignor” further undertook to keep the 2nd defendant as the Assignee” indemnified against all losses that the latter may suffer in the event of there being any infringement of the rights granted under the agreement at any time from the date of this agreement till the expiry of the period mentioned in the schedule.

56. The 1st defendant as an “Assignor” also undertook to refund to the 2nd defendant as “Assignee” the entire consideration received in the event of the 2nd defendant as “Assignee” was unable to telecast/broadcast/ exploit the schedule mentioned film/s/due to any policy of the Central/State Government, rules and regulations framed by any regulatory authority, statutory laws in force or for any other reasons whatsoever without any protest and the same shall be repaid within one week from the date of claim made by the “ Assignee”. Thus, the 2 nd defendant is entitled to ask for refund of the amount paid to the 1st defendant.

\_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020

57. In the light of the above discussion, Issue No. (v) is to be answered in favour of the plaintiff. The plaintiff is entitled for a declaratory relief as prayed for. The 2nd defendant, cannot exploit the rights any further.

58. At the same time, the 2nd defendant cannot to be faulted for exploiting the Ex.P8/D2 Assignment Agreement dated 8.8.2013 and Ex.D11 Supplementary Agreement dated 6.1.2014. Therefore, the plaintiff is not entitled to recover any amount from the 2nd defendant, as the 2nd defendant exploited the rights in accordance with Ex.P8/D2 Assignment Agreement dated 8.8.2013 and Ex.D11 Supplementary Agreement dated 6.1.2014. Therefore, Issue No. (vi) is answered against the plaintiff.

59. In the light of the above, the plaintiff succeeds as far as relief (a) and (b) and is decreed accordingly. The relief (c) claimed as far as a direction to the 2nd defendant to render a statement of account of the profit made from telecasting of the film outside India is concerned, is dismissed. The rights of the plaintiff to recover the amount paid to the \_\_\_\_\_ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020 first defendant stands preserved in accordance with Ex.P8/D2 Assignment Agreement dated 8.8.2013. Consequently, connected original application is closed. Parties to bear their own cost.

Index : Yes/No  
 Internet :Yes/No  
 Speaking : Non-speaking order  
 kkd

Plaintiffs' witnesses :  
 Mr.A.Kaleel Rahuman : P.W.1

Defendants' witnesses :  
 Mr.M.Jothi Basu : D.W.1

Documents exhibited by the Plaintiff:

Sl.No.	Exhibits	Date	Particulars of Document
1	Ex.P.1	24.08.2022	Original Authorization letter
2	Ex.P.2	23.11.2012	Original Assignment Letter plaintiff
3	Ex.P.3	23.10.2013	Original Assignment Agreement
4	Ex.P.4	24.12.2013	Letter from 1st defendant to Image Media
5	Ex.P.5	27.12.2013	Copy of the Central Board of certification

<https://www.mhc.tn.gov.in/judis>

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Sl.No.	Exhibits	Date	Particulars of Documents
6	Ex.P.6	11.01.2014	Letter from 1st defendant to plaintiff
7	Ex.P.7	24.05.2014	Letter from Gemni Colour Lab to plaintiff
8	Ex.P.8	08.08.2013	Copy of the Assignment Agreement between 1st defendant and 2nd defendant

Documents exhibited by the Defendants:

Sl.No. Exhibits Date Particulars of Documents  
 1 Ex.D.1 29.05.2015 Extract of Board Resolution  
 2 Ex.D.2 08.08.2013 Assignment Agreement  
 3 Ex.D.3 08.08.2013 Letter from 1st Defendant to Lab  
 4 Ex.D.4 08.08.2013 Letter from Lab to 2nd defendant  
 5 Ex.D.5 12.08.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant  
 6 Ex.D.6 19.08.2013 Letter of the 1st defendant to 2nd defendant  
 7 Ex.D.7 22.08.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant  
 8 Ex.D.8 18.12.2013 Letter from the 1st defendant to 2nd defendant  
 9 Ex.D.9 24.12.2013 Cheque issued by the 2nd defendant in favour of the 1st defendant  
 10 Ex.D.10 27.12.2013 CBFC Certificate  
 11 Ex.D.11 06.01.2014 Supplementary Agreement between 1st defendant to 2nd defendant  
 12 Ex.D.12 08.01.2014 Cheque issued by the 2nd defendant in favour of the 1st defendant  
 13 Ex.D.13 09.01.2014 Letter from the 1st defendant to 2nd defendant  
 14 Ex.D.14 - Screenshot of the promo telecasted by the 2nd defendant  
 CSNJ <https://www.mhc.tn.gov.in/judis> C.S.No.119 of 2020  
 C.SARAVANAN, J.

Pre-delivery Judgment in C.S.No.119 of 2020 02.02.2023 <https://www.mhc.tn.gov.in/judis>