



2026:DHC:5216



\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Order reserved on: **18.05.2026**  
Order delivered on: **01.07.2026**

+ CS(COMM) 1310/2025, I.A. 11010/2026, I.A. 13142/2026 & I.A. 13143/2026

SAREGAMA INDIA LIMITED .....Plaintiff

versus

BLACK MADRAS FILMS & ORS. ....Defendants

+ CS(COMM) 143/2026

SAREGAMA INDIA LIMITED .....Plaintiff

versus

MR ILAIYARAAJA .....Defendant

**Advocates who appeared in this case:**

For the Plaintiff : Mr. Chander M. Lall, Senior Advocate with Mr. Ankur Sangal, Mr. Ankit Arvind, Mr. Shashwat Rakshit, Ms. Sucheta Roy and Mr. Rishabh Rao, Advocates. [In 143/2026]

Mr. Akhil Sibal, Senior Advocate with Mr. Ankur Sangal, Mr. Ankit Arvind, Mr. Shashwat Rakshit, Ms. Sucheta Roy and Mr. Rishabh Rao, Advocates. [In 1310/2025]

For the Defendants : Ms. Swathi Sukumar, Senior Advocate with Mr. Naveen Nagarjuna, Ms. Shloka Narayanan, Mr. Ritk Raghuvanshi, Ms. Rishika Agarwal and Ms. Anshu Tulsyan, Advocates for D-5.  
Mr. Vinayak Batta, Advocate for D-1 to 4.



**CORAM:**  
**HON'BLE MR. JUSTICE TUSHAR RAO GEDELA**

**ORDER**

**TUSHAR RAO GEDELA, J.**

1. With the consent of the parties, the applications seeking interim injunction on behalf of the plaintiff and those seeking vacation of the *ex parte ad interim* injunction orders passed in both suits are being taken up for adjudication together as issues are similar and overlapping in certain areas.

**CS(COMM) 143/2026**

**I.A. 4116/2026 & I.A.6361/2026 (Under Order XXXIX Rules 1 & 2, CPC & Order XXXIX Rule 4, CPC)**

2. The plaintiff/Saregama India limited in has filed an application bearing I.A. No. 4116/2026 under XXXIX Rules 1 & 2 of the Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”) seeking *ex-parte ad-interim* injunction against the defendants.

3. By the order dated 13.02.2026, this Court had granted *ex-parte ad-interim* injunction in favour of the plaintiff and against the defendant/ILAIYARAAJA restraining him from using the plaintiff’s copyrighted works i.e. the sound recordings and literary and musical works forming a part of the said cinematograph films which are enlisted as Annexure A to the said order.

4. The defendant/ILAIYARAAJA has filed an application bearing I.A. No.6361/2026 under Order XXXIX Rule 4 of the CPC seeking vacation of the *ex-parte ad-interim* order dated 13.02.2026.



5. Before advertng to and considering the applications aforementioned, it may be appropriate to state the brief background of the plaintiff's case as under:

5.1. Plaintiff claims to be a company engaged in the business of acquisition of copyrights in the songs/sound recording and in the underlying literary, musical and dramatic works contained therein and distribution, sale and exploitation of the same through various modes and mediums.

5.2. It is stated that the present suit has been filed by the plaintiff against the defendant/ILAIYARAAJA to restrain him from infringing the copyrighted works of the plaintiff, granting unauthorised licenses to the third-parties.

5.3. Plaintiff further claims that it is the owner of the sound recordings and the musical and literary works in the songs of the cinematograph films provided in para 7 of the plaint, by virtue of various assignment agreements signed by the plaintiff with the original producers of the said cinematograph films.

5.4. Plaintiff claims that it has recently come across infringing use of the plaintiff's copyrighted works by the defendant/ILAIYARAAJA by uploading the same on various platforms like Amazon Music, Apple iTunes and JioSaavan, and whereby the defendant/ILAIYARAAJA is claiming copyright over the same.

5.5. Hence the suit.

#### **CONTENTIONS ON BEHALF OF THE DEFENDANTS:**

6. Arguing for the defendant/ILAIYARAAJA, Ms. Swathi Sukumar,



learned senior counsel would argue as under:

6.1. Learned senior counsel contended that as a preliminary objection, the plaint suffers from misjoinder of causes of action for the reason that the prayer clause of the plaint contains only a single prayer for all the 134 films which are subject matter of the present suit. She would submit that contrary to normal procedure, the plaintiff has not provided even a single reason as to why all the 134 films have been bundled together in one plaint inasmuch as barring certain clauses which may be common to the contracts entered into, substantially all contracts would have some differences and most importantly different parties.

6.2. She would vehemently contend that since the parties to the agreement apart from the plaintiff being common, are different persons or entities and none of them having been impleaded, it would be onerous to expect the defendant to give a parawise, clear and concise reply thereby depriving the defendant of a valuable right to his defense. It was argued that even the plaint does not carry any specific details in respect of the 134 films or the agreements/assignment deeds claimed to be executed by the plaintiff and, therefore, it could not be expected from the defendant to give a precise and clear written statement to the averments contained in the plaint. According to learned senior counsel, the suit cannot be proceeded with, for lack of clarity and preciseness.

6.3. Learned senior counsel would contend that the plaintiff has very cleverly drafted the plaint particularly the cause of action paragraph. In that, she would contend that the said paragraph refers to an omnibus contention that the plaintiff came across infringing content uploaded by



the defendant on online streaming platforms which would amount to infringement of plaintiff's copyright. She would contend that the precise nature or the name of the online platform is conspicuous by its absence in the said paragraph. Though, in the body of the plaint the plaintiff has referred to online platforms like Amazon Music, Apple iTunes and JioSaavan, the deliberate non-inclusion of these names in the cause of action paragraph appears to be with oblique motive.

6.4. Explaining further the aforesaid contention, she would contend that the non-mentioning of the aforesaid entities is deliberate as the plaintiff is aware of the songs being exploited by the defendant/ILAIYARAAJA in the YouTube channel since at least the year 2017. Thus, in order to conceal the active knowledge of the defendant, the plaintiff has deliberately omitted the names of not only the three online platforms but also the YouTube channel.

6.5. While referring to the defendant's document particularly the screenshot of the YouTube Channel of the defendant, she would contend that the said screenshots, like many others filed on record, clearly indicate the date of publication or uploading of the songs by the defendant/ILAIYARAAJA. Some of them clearly indicated the month of August, 2017. Predicated on the aforesaid fact, she would contend that the plaintiff being a phonographic company, cannot feign ignorance of the music channel of the defendant on YouTube. The plaintiff, according to her, is well aware of all the online music platforms including YouTube and, therefore, cannot profess ignorance. She would stoutly contend that having regard to the fact that the music was being exploited since the year



2017 at least, the suit itself would be barred by limitation and in view of the knowledge, the balance of convenience is clearly not in favour of the plaintiff.

6.6. Learned senior counsel handed over the Bench a set of documents containing screenshots of the plaintiff's YouTube channel to demonstrate that the plaintiff had already launched its YouTube channel way back in the year 2012. The said documents also contained a report uploaded by the plaintiff for the years 2023-24 displaying that it had 373 billion viewers in FY 2023-24 and 107 million subscribers for its YouTube channel. The said channel also boasted uploading and exploitation of more than 1,50,000 songs. In the context of the aforesaid information furnished in the YouTube channel as also the integrated report, learned senior counsel would contend that the presence of plaintiff on its YouTube channel since the year 2012 and read with the contents of the integrated report, plaintiff cannot be heard to say that it had no knowledge of the exploitation of the songs by the defendant/ILAIYARAAJA till the year 2025-26. Thus, she would contend that the conduct of the plaintiff would clearly establish that it recognizes the defendant/ILAIYARAAJA unalienable rights to exploit not only his own musical compositions but also the sound recordings alleged to have been infringed by the defendant.

6.7. Apart from the above, she would contend that the parties have been in litigation from the past many years and, thus, the plaintiff cannot contend that it did not have any knowledge of the songs being exploited by the defendant/ILAIYARAAJA over the YouTube channel.



6.8. Learned senior counsel would next draw attention of this Court to one of the many agreements filed on record by the plaintiff. While reading through some of those agreements she emphasised on various clauses like Clause 4(b) of the assignment agreement dated 25.08.1981, Clause 5 of the assignment agreement dated 12.03.1978, Clause 6(b) and (e) and Clause 18 of the assignment agreement dated 18.01.2001 to submit that (i) in most of the agreements, the name of either the cinematograph film or the songs were not mentioned and thus, there is no way of ascertaining as to which of the cinematograph films or songs was the said agreement executed for. According to her in the absence whereof, the suit ought to be dismissed for lack of material particulars; (ii) the Clauses when read together in conjunction would clearly indicate that the agreements/assignment deeds were contingent, in that, the rights which are purported to have been conferred upon the plaintiff would have crystallised only when the Producer would have secured the consent in writing of all artists, musicians, lyric writers, music directors and other persons associated with or engaged in the cinematograph films. Having regard to the contingent nature of the contract, learned senior counsel would contend that, plaintiff has failed to place on record any document to prove any such consent having been obtained by the producer from the aforementioned persons. In the absence whereof, according to learned senior counsel, the contracts are not concluded and, therefore, do not confer any further right upon the plaintiff in legal terms. Construed and viewed in that manner, the plaintiff has no right whatsoever either in the cinematograph films or in the sound recordings embodied therein. Thus, the *ex-parte ad-*



*interim* injunction ought to be vacated forthwith on this score alone.

6.9. She also referred to the various provisions of the Copyright Act, 1957 (hereinafter referred to as the “Act”) particularly Section 2(xx), Section 2(p), Section 14(a) and Section 14(d) and (e) of the said Act to submit that the plaintiff has failed to demonstrate that it has any rights over the sound recording. According to her, the agreements placed on record being contingent contracts and having not been concluded in the manner stipulated thereunder coupled with the absence of written consent from the owners of artistic, literary and dramatic works, the said agreements cannot be enforced as they do not confer any right whatsoever of a Producer as defined under the Act. She also contended that at least 57 agreements out of a total of 106 had already expired.

6.10. Learned senior counsel referred to Section 31 of the Contract Act, 1872 as also the judgment of the Supreme Court in *M.V. Shankar Bhat and Anr. vs. Claude Pinto, since deceased by LRs and Ors.: (2003) 4 SCC 86*, particularly para 14 and 31 to submit that when an agreement is subject to ratification by others a concluded contract cannot be deemed to have been arrived at. Particularly, when the ratification is by persons who are not parties to the agreement, such clause has to be held to be a condition precedent for construing a concluded contract. She also contended that a Division Bench of this Court in *Shri Baij Nath vs. M/s. Ansal & Saigal Properties Pvt. Ltd.: 1992 SCC OnLine Del 221*, particularly in para 6, to submit that unless the contingency contemplated in the contract was not fulfilled, the contract could not be specifically enforced. Thus, she would contend that there being no valid documentary



evidence of the contingency having been complied with, the said contracts do not have any legal standing and cannot be made the basis of plaintiff's suit.

6.11. For the proposition that the plaint suffers from misjoinder of causes of action, Ms. Sukumar, learned senior counsel, relied upon the judgments of *Shivnarayan (Dead) By Legal Representatives vs. Maniklal (Dead) Through Legal Representatives & Ors.: (2020) 11 SCC 629* and Full Bench of this Court in *Carlsberg Breweries A/s vs. Som Distilleries and Breweries Ltd.: 2018 SCC OnLine Del 12912*. Relying upon the Full Bench Judgment of this Court in *Carlsberg (supra)*, she would contend that for joinder of causes of action it would be necessary to demonstrate as to whether the evidence to be led in the separate causes of action would be common. In case, the evidence for most part is different, there cannot be a joinder of causes of action. According to her, the said proposition applies to the present case and would take wind out of the sails of the plaintiff's suit.

6.12. On the contention that plaintiff was already in the know of the exploitation of the sound recordings by the defendant/ILAIYARAAJA over the YouTube channel in the Month of August, 2017 itself, learned counsel referred to various screenshots filed on record by the defendant to demonstrate that the defendant had been exploiting the said sound recordings for the last almost ten years on one of the most popular music platforms like YouTube. It was the contention of the learned senior counsel that a music company like the plaintiff which claims to be the producer of the cinematograph films enlisted in the plaint from the last 30



years and has been exploiting the same over many online music platforms cannot feign ignorance of not having knowledge of the exploitation being continued by the defendant/ILAIYARAAJA for the last almost ten years on YouTube channel. According to her, the knowledge attributable to the plaintiff and no action having been taken in the last ten years, are clear pointers to the fact that the plaintiff knew and fully understands that the defendant/ILAIYARAAJA is the sole owner of the sound records embodied in the suit referred films. She relies upon the judgment of this Court in the case of *DCM Shriram Limited vs. Amreek Singh Chawla & Ors: 2025 SCC OnLine Del 197* to submit that once that Court is made aware of the fact that a plaintiff has deliberately concealed material and relevant facts and has not approached the Court with clean hands, an *ex-parte ad-interim* injunction which might have been granted, needs to be vacated forthwith. Similarly, she also relied upon the judgment of Bombay High Court in *Commercial Suit (L) no.18278/2025* titled *Shoham Salim Thakur vs. Chaitanya Arora* decided on 15.10.2025, particularly paras 11, 12, 64(A)(iii), 64D, 64J for the said proposition.

6.13. In order to buttress the argument that all rights embodied in the cinematograph film including the original artistic, dramatic, literary works were never assigned to the plaintiff, learned counsel also draws attention to the plaintiff's documents containing the agreement executed by the predecessor in interest of the plaintiff whereby as per Clause 14 the agreement/assignment deed does not include rights to manufacture and sell compact disks and was restricted to the manufacture and sale of records/audio cassettes within the territories of India only. As against this,



Ms. Sukumar would contend that the plaint falsely avers that the agreements conferred all rights as a producer in the cinematograph films for exploitation in any manner and that too, worldwide and in perpetuity.

6.14. Handing over a chart of various provisions of the copyright Act, 1957 as originally enacted and amended in the years 1994 and 1995, she would forcefully contend that despite a number of amendments to various provisions, from time to time, sub-section (4) of section 13 of the Act, has always retained its original character. Relying on the provisions of the sub-section (4) of section 13, learned senior counsel would contend that the plain reading of the said section would demonstrate the intent of the legislature in protecting the individual rights of owners of different embodiments of a sound recording like, artistic, literary or musical work. She would contend that the copyright of a producer in a cinematograph film or for that matter even in a sound recording does not affect the separate copyright subsisting in any work. In support of the said proposition she would rely upon the judgment of the Supreme Court in *Indian Performing Right Society Ltd. vs. Eastern Indian Motion Pictures Association & Ors.: (1977) 2 SCC 820*. Predicated on the aforesaid ratio, learned senior counsel would contend that there is no averment or a statement in the plaint that the defendant/ILAIYARAAJA has signed any contract of service or was commissioned or that he was ever paid for the musical composition created by him. In the absence whereof, learned counsel would contend that the defendant/ILAIYARAAJA would be the copyright owner of the musical composition as also the sound recording. She relied upon the judgment of



Kerala High Court in *Madhu Alappuzha vs. R. Remesan & Ors.: 1987 SCC OnLine Ker 94*.

6.15. Challenging the omnibus manner in which the plaintiff has asserted copyrights in the sound recording, musical work and literary work of the cinematograph film based on various assignment agreement, learned senior counsel would contend that the plaint grossly suffers from not only clarity and conciseness but from lack of material particulars as envisaged under Order VI Rule 2, Rule 6 as well as Rule 9 of the CPC. At the risk of reputation, she would reiterate that the pleadings are neither specific nor do they clearly disclose any detail of the 106 agreements later placed on record. According to learned senior counsel, the plaint lacks in details with regard to the specific songs or the cinematograph films. She relies on the judgment of the Supreme Court in *Jhabbar Singh v. Jagtar Singh: (2023) 14 SCC 199* and *Thiagarajan Kumararaja vs. Capital Film Works (India) Pvt. Ltd. & Anr.; 2017 SCC OnLine Mad 37588* (DB) in support of the said contention.

6.16. Ms. Sukumar would also submit that the plaintiff has also falsely averred that it is only in the first week of February that the plaintiff became aware of the infringing views by the defendant by uploading the copyrighted works on platforms like Amazon Music, Apple iTunes and JioSaavan etc. According to her, it was only after the defendant had issued a legal notice to the plaintiff on 13.01.2026, that the plaintiff surreptitiously filed the present suit. She would contend that the Acts of infringement complained of by the plaintiff comprises (i) “underlying works” and (ii) “sound recordings”. So far as the issue of underlying



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works are concerned, learned senior counsel relied upon the judgment of ***RDB and Co. HUF vs. Harpercollins Publishers India Pvt. Ltd.: 2023 SCC OnLine Del. 3046*** (SB) and ***RDB and Co. HUF vs. Harpercollins Publishers India Pvt. Ltd.: 2023 SCC OnLine Del. 7165*** to submit that the learned Single Judge as also the learned Division Bench had categorically and clearly upheld the right of the owner in underlying works as posited in Section 13(4) of the Act. She relies upon the judgment of Madras High Court in ***O.A.No.1370/2007*** titled “***Sri Lalgudi G. Jayaraman vs. Cleveland Cultural Alliance***” decided on 01.11.2008, to contend that the plaintiff has not placed on record any document to show that either the defendant/ILAIYARAAJA or any of the persons who are owners of the underlying words in the sound recording were either engaged or paid consideration by the plaintiff. According to her, in the absence whereof, plaintiff cannot contend to substitute itself as “*Producer having copyright over the cinematograph films as also the sound recordings and underlying works*”. Additionally, she would contend that if at all anyone would have a grievance against defendant/ILAIYARAAJA, it could be only and only the original producer who has neither issued any notice nor filed any lawsuit against the defendant. She argued that the word “Producer” was not defined in the Act till the amendment of the year 1994. In the absence of such definition and having regard to the statement of the plaintiff that most of the agreements were signed and executed before the year 1994, the copyrights in not only the underlying works but also the sound recording in the cinematograph films purely belong to the defendant/ILAIYARAAJA. Thus, any exploitation of such sound



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recordings by the defendant/ILAIYARAAJA cannot be construed to be infringement.

6.17. So far as the other limb of infringement i.e. “sound recording” is concerned, learned senior counsel would submit that the defendant has already filed a suit before the Madras High Court in respect of 112 out of 134 cinematograph films forming subject matter of the present suit, asserting ownership of copyrights on the sound recordings and underlying works embodied therein. She would contend that the defendant has sought permanent injunction restraining the plaintiff herein from manufacturing, selling, distributing or in any other way infringing the exclusive rights of the defendant herein.

6.18. Learned senior counsel would refer to Section 18 particularly the 2nd and 3rd proviso which were inserted on 21.06.2012 to submit that unless the assignments categorically specify any medium or mode of exploitation, which did not exist or was not in commercial use at the time of the assignment, the said agreement/contract agreement shall not be applied to such medium; and that there is no automatic waiver of right to receive royalties by the author of the literary or musical work which may be included in a cinematograph film. According to her, in the present case, both provisos have been violated inasmuch as, while the agreements/assignments referred to by the plaintiff expressly conferred exploitation by way of gramophone records/cassettes only, the exploitation for the last many years through online music platforms etc., were clearly not envisaged thus, such exploitation is not only illegal but also violative of the authors right. Equally, no royalties till date have been received by



the defendant/ILAIYARAAJA on account of exploitation by the plaintiff on various platforms including the online music platforms.

6.19. Thus, predicated on the aforesaid arguments, Ms. Sukumar, learned senior counsel would pray that the defendant/ILAIYARAAJA being undoubtedly not only the author of the musical composition but also the copyrighted owner of the sound recording, cannot be enjoined from exploitation of his own works and thus the *ex-parte ad-interim* injunction order dated 13.02.2026 may be vacated forthwith.

**ARGUMENTS OF MR. CHANDER M. LALL, LEARNED SENIOR COUNSEL ON BEHALF OF PLAINTIFF**

7. Mr. Chander Lall, learned senior counsel contended that he would address arguments in respect of the general issues including various provisions of the Act while Mr. Akhil Sibal, learned senior counsel who addressed arguments on behalf of the plaintiff on specific Sections of the Act which have been referred to and relied upon by the defendant in support of their arguments. The argument of Mr. Lall are summarised hereunder:

7.1. Learned counsel referred to the definition of the word “work” as specified in Section 2 (y) of the Act. He would contend that work would mean (i) a literary, dramatic, musical or artistic work; (ii) a cinematograph film; and (iii) a sound recording. In other words, learned senior counsel would urge that the Act envisaged the underlying work like literary, dramatic and musical work as one embodiment, a cinematograph film separately and the sound recording as an entirely different category. He further argued that as per the Act, cinematograph film would include sound recording. According to him, as per the Act, sound recording would



mean recording of sound from which such sounds may be produced regardless of the medium on which such recording is made. In other words, learned senior counsel would stoutly contend that the plaintiff is simply enforcing its right over the “sound recordings” which form part of the cinematograph film over which the plaintiff exercises its right as a Producer/owner.

7.2. Mr. Lall would submit that so far as the musical work or composition is concerned, the author as per the Act would be the Composer. Thus, he would submit that at best, the defendant/ILAIYARAAJA, would be the author of the musical composition as he is the composer. He would submit that it is the Producer who engages the lyricist and the composer to create the musical work which gets incorporated in the cinematograph film as a raw material. He would further submit that till the year 1995 composition meant something which is in writing and is *de hors* the music. He would contend that the lyricist as also the singer also would have their own individual copyrights on the lyrics as also the song respectively. Thus, according to him, the defendant/ILAIYARAAJA is neither the Producer nor the copyright owner or the author of the sound recording as sound recording by itself has different copyright owners/authors for the literary and musical works embodied therein.

7.3. Referring to Section 2(uu) of the Act, learned senior counsel would submit that in relation to a cinematograph film or a sound recording, a person who takes initiative and is responsible for making the work is a Producer. He would submit that it cannot be denied by the



defendant/ILAIYARAAJA that the plaintiff is the Producer of the cinematograph film and the sound recordings embodied therein and which rights the plaintiff has been exploiting and uninterruptedly broadcasting for the last more than 30 years without any objection from any quarter. According to learned senior counsel, a music composer like the present defendant does not have any right in the sound recording. He relies upon Section 2(d)(ii) and (v) to submit that the composer is only the author in relation to a musical work while as per the Act, the Producer is the author of the sound recording. He would further argue that reading the aforesaid definitions with the definition of the word “cinematograph film” as per the Act there cannot be any doubt that it is the plaintiff and the plaintiff alone who is the author of not only the cinematograph film but also the sound recording.

7.4. Referring to Section 17(b) of the Act, learned senior counsel would submit that it is clear that the plaintiff is the first owner of the copyright subsisting in a cinematograph film unless there is any agreement to the contrary. According to him, there being no agreement to the contrary, plaintiff is clearly the first owner of the copyright subsisting in a cinematograph film which also incorporates the sound recording. He also stated that the Act does not envisage any written document so far as Section 17(b) of the Act is concerned. In other words, the film producer becomes the first owner of all underlying works without the requirements of written agreement. He would rely upon the judgment of the Supreme Court in *IPRS (supra)* to contend that all independent rights of the author gets extinguished once the Producer produces the sound recording.



7.5. Referring to Section 14 of the Act, learned counsel would submit that the Act envisages copyright to mean, in case of a literary, dramatic or musical work, the right to make any cinematograph film or sound recording in respect of the work; in the case of a cinematograph film to make copy of the film and communicate it to the public amongst others; and in the case of a sound recording to make any other sound recording and communicate to the public amongst others. He would contend that any violations of these rights would tantamount to infringement of copyright as per Section 51 of the Act. Thus, when the defendant/ILAIYARAAJA communicates to the public, the sound recording of which the copyright subsists in the plaintiff as a Producer, it would tantamount to infringement as per Section 51 of the Act.

7.6. He would further contend that even if the contention of the defendant/ILAIYARAAJA that provisions of Section 18 has been violated by the defendant, though not admitted, is taken at its face value, the same would not fall within the purview of Section 52. Furthermore, learned senior counsel forcefully contended that by virtue of the provisions of Section 55 under Chapter XII, civil remedies for the infringement of copyright have been provided. It is these rights that the plaintiff is exercising which are clearly statutorily recognised.

7.7. In support of his contentions, he relies upon the judgments of the Supreme Court in *IPRS (supra)*, order of the Coordinate Bench of this Court in *CS(COMM) 38/2025* titled “*Saregama India Limited vs. Vels Film International Limited & Ors.*” decided on 30.01.2025 and *Indian Record Manufacturing Co. Ltd. vs. Agi Music Sdn Bhd & Anr.: 2020*



*SCC OnLine Mad 626.*

**ARGUMENTS OF MR. AKHIL SIBAL, LEARNED SENIOR COUNSEL ON BEHALF OF PLAINTIFF**

8. Mr. Akhil Sibal, learned senior counsel also appears for the plaintiff, however, would argue primarily on the factors surrounding the controversy raised by the defendant in respect of alleged violation by the plaintiff of the provisions under Section 18 of the Act and also as to whether there was any concealment or acquiescence on the part of the plaintiff. The argument of Mr. Sibal are summarised as under:

8.1. At the outset, learned senior counsel would submit that the Act envisages works in which copyright subsists and is delineated in Section 13 thereunder. He would contend that sub-Section (4) of Section 13 clarifies that the copyright in a cinematograph film or sound recording would not affect the separate copyright in any work embodied in the sound recording or the cinematograph film. He would submit that, thus, all that the defendant can, at best, exercise his right, would be in respect of only the musical composition and nothing else. He would also submit that the aforesaid submission needs to be read in conjunction with the provisions of Section 14(a), (c), (d) & (e) of the Act.

8.2. Referring to Section 18 of the Act, learned counsel would submit that as per the third proviso, the author of the literary or musical work would have its rights reserved for receiving the royalties to be shared on equal basis with the assignee of the copyright except for the utilisation of the said work by communication to the public the said work alongwith the cinematograph film in a cinema hall. He further relied upon sub-Section



(2) of Section 18 to submit that whatever copyrights have been assigned to the plaintiff, to that extent the plaintiff is treated to be the owner of the copyright in terms of the provisions of the Act. Thus, according to him, the plaintiff has been assigned by individual producers all the rights in not only the cinematograph film but also the sound recording and therefore, the plaintiff is also the owner of the sound recording as also the musical works and literary works embodied therein.

8.3. Mr. Sibal next referred to Section 33(1), particularly the 2nd proviso to submit that the defendant was the member of IPRS till the year 2017 and thereafter became member of the sister society called PRS in England. He submitted that the IPRS being the copyright society conducts the business of issuing licenses in respect of literary, dramatic, musical and artistic works incorporated in a cinematograph film or sound recording. According to learned senior counsel, the IPRS and PRS are obligated under the provisions of Section 35 to carry out the duties and responsibilities including distribution of fee among the authors and other owners of rights in proportion to the actual use of their works. He would forcefully assert that the IPRS had been collecting royalties for and on behalf of the plaintiff as well as the defendant and distributing royalties in the proportion as posited in Section 35 of the Act from a long time and that too in respect of the very same cinematograph films which are the subject matter of the present suit. Additionally, learned senior counsel contended that the plaintiff has no legal standing or entitlement to either collect or pay royalties to the persons entitled under the Act particularly Section 18. Thus, according to him, the irresponsible contention that the



defendant/ILAIYARAAJA has not been paid royalties at all is neither factually nor legally founded.

8.4. In furtherance to the aforesaid arguments, learned senior counsel had handed over a compilation of documents which according to him establish receipt of proportionate royalties by the defendant from the IPRS/PRS in respect of the cinematograph films which are subject matter of the suit.

8.5. Learned senior counsel would contend that, basis the aforesaid legal and factual narration, at the interim stage, this Court need not detain itself to conduct an inquiry as to whether the defendant/ILAIYARAAJA has or has not received the royalties as falsely contended by the defendant. He would submit that the ascertainment of such contentions, albeit false, would require evidence which can be assisted only at the time of trial.

8.6. Moreover, he would also contend that the amendment to the Copyright Act, 1957 to Section 18 was inserted on 21.06.2012 and will not have any retrospective effect, rather it will be prospective. In that context, he relied on the judgment of Mumbai High Court in *Maganlal Savani of Mumbai vs. Multi Screen Media Pvt. Ltd.: 2016 SCC OnLine Bom 10472* and the judgements of Supreme Court in *Sangam Spinners vs. Regional Provident Fund Commissioner I: (2008) 1 SCC 391*, *Commissioner of Income Tax vs. Vatika Township Private Limited: (2015) 314 ITR 338* in support of such propositions.

8.7. On misjoinder, learned counsel relied upon the judgment of Supreme Court in *Prem Lala Nahata vs. Chandi Prasad Sikaria: (2007) 2 SCC 551* in the context of Order 2 Rule 3 of CPC as also the Full Bench



of this Court in *Carlsberg (supra)* to submit that there is neither any misjoinder of causes of action nor misjoinder of parties as was contended by the defendant.

8.8. So far as the contention of knowledge of the defendant's broadcasting of certain sound recordings which are subject matter of the present suit in the YouTube channel available since August, 2017 attributed to the plaintiff, learned senior counsel would contend that the entire bouquet of sound recordings of the suit comprises approximately 542 songs, out of which only 25 songs may be available on the said channel and the plaintiff being a large organisation is not expected to open up each and every online music platform to check whether any infringement of its copyrights is taking place. Moreover, he would insist that every time the sound recordings are infringed by the defendant upon broadcasting of the same, every such infringement would be a fresh cause of action giving right to the plaintiff to file a suit. Other than that, the knowledge of such broadcast would surely not disentitle the plaintiff from instituting a suit.

8.9. To the argument of the defendant that the plaintiff had surreptitiously served the defendant of the advance copy of the suit and not upon the lawyers engaged by the defendant appearing in another contested legal proceeding pending before this Court in order to obtain *ex-parte ad-interim* injunction is concerned, learned senior counsel forcefully and vehemently refuted the same. He would forcefully contend that (i) effecting of service that too an advance service, as per the rules is envisaged upon the parties and in the present case the defendant has not



denied the same, and (ii) there is no compulsion upon the plaintiff to effect advance service of the suit upon the counsel for the defendant appearing in other legal proceeding inasmuch as the defendant would be at liberty to engage any professional as his counsel and not necessarily the same counsel who may have appeared in some other legal proceeding. He submits that this is true in the present case as the defendant has engaged a counsel other than the one who was appearing in the other legal proceeding. Thus, according to the learned counsel the said contention is false and vexatious on the face of it. He relies upon the following judgments:

1. ***Bengal Waterproof Limited vs. Bombay Waterproof Manufacturing Company & Anr.: (1997) 1 SCC 99.***
2. ***Dindoyal Industries Ltd. vs. Dindoyal Ayurved Bhawan & Anr.: 2025 SCC OnLine Del 9473.***
3. ***Castrol Limited vs. Sanjay Sonavane & Ors.: 2025 SCC OnLine Del 8646.***
4. ***Tata Sia Airlines Limited vs. Vistara Home Appliances Private Limited & Ors.: 2023 SCC OnLine Del 3343.***

8.10. So far as the contention of the defendant that a consent or permission was necessary to be obtained by the Producer of the cinematograph film from the owners/authors of literary, dramatic and musical works for the subject matter assignments/agreements to be legally valid and enforceable is concerned, learned senior counsel would contend that the defendant Illyaraja not being privy to any of the said agreements cannot have any objection in respect of the aforesaid contentions or even



challenged the validity of the same. Alternatively, learned counsel also submitted that Section 17 particularly sub-Section (b) does not envisage any written agreement or consent while declaring the persons such as producers to be the first owner of the copyright subsisting therein. That apart, he further contended that the subject matter contract agreements/assignments have been placed on record purely to convey and corroborate the fact that the plaintiff is the Producer or not only the cinematograph film but also the sound recording incorporated therein. Thus, the argument of the defendant is stated to be untenable by learned senior counsel.

**REJOINDER ON BEHALF OF DEFENDANT/ILAIYARAJA :**

9. In rejoinder, Ms. Swathi Sukumar, learned senior counsel argued as under:-

9.1. Learned senior counsel reiterated and reaffirmed the earlier submissions that the agreement/assignments relied upon by the plaintiff are all contingent contracts and as stated earlier, coupled with the ratio of the judgements, are not concluded contracts which can either be relied on or sought specific performance of. Thus, the very edifice of the plaint falls and the suit ought to fail.

9.2. That apart, learned senior counsel would contend that these agreements/assignment deeds are in the nature of title documents which need to be proved in accordance with law and cannot be taken on their face value particularly when the defendant has raised substantial ground of challenge of those not being concluded contracts and hence enforceable. She would argue that most of the agreements/assignment deeds are prior to



the year 1994 when the previous Act did not define ‘Producer’ and thus, the plaintiff has to necessarily prove as to how it holds itself to be a Producer.

9.3. On the submission that the issues arising in the present suit have already been adjudicated by other High Courts as well as the coordinate Bench of this Court, learned senior counsel stoutly opposed the same by rejoining that the issue in respect of the legality and validity of the agreements/assignment deeds has not been urged or considered by any Court. Thus, the issue being core to the very maintainability of the suit prayers itself is the primary distinguishing aspect.

9.4. She relies on the judgement of *Vicco Laboratories and Another vs. Art Commercial Advertising Pvt. Ltd. and Others, 2001 (7) SCC 81*, particularly paragraphs 9, 10, 12 and 13 to submit that the plaintiff has not been able to even, *prima facie*, establish that the defendant was employed or engaged by it for composing the musical composition; or that any valuable consideration was paid by the plaintiff to the defendant or that defendant was the agent of the plaintiff. According to her, in the absence of such necessary facts to be stated and proved, the plaintiff cannot claim ownership on the basis of sections 17(b) and (c) of the Act.

**CLARIFICATION ON BEHALF OF PLAINTIFF:**

10. On the issue of the dispute raised in regard to the agreements/assignment deed, Mr. Sibal, learned senior counsel would submit as under:

10.1. He submitted that at the stage of consideration of interim relief, Courts are not expected to conduct a mini trial. He would urge that the



plaintiff has established *prima facie* evidence of ownership of copyrights as Producer by placing on record Inlay Cards which are almost 30 years old and later which raises a presumption of ownership in terms of section 55(2) of the Act. In contrast, the defendant has argued without any documents to establish how he would be the owner of the sound recording and all the other works embodied therein except for the musical composition.

10.2. Learned senior counsel would assert that the defendant has acquiesced to plaintiffs right on sound recordings and the underlying literary and musical works since the past 30 years. That apart, plaintiffs ownership is in the knowledge of the defendant and acknowledged as is established by the IPRS document which demonstrates the receipt of royalties by the defendant/ILAIYARAAJA, that too on a proportionate basis. The document also displays the status of the persons receiving the royalties, according to which plaintiff is the Owner and defendant is the Composer.

10.3. Mr. Sibal, learned senior counsel also stated that those of the agreements/assignment deeds which did not contain any names of the cinematograph films, were not for limited periods and whatever cinematograph films were produced during that period of contract, the rights in the sound recordings and underlying works got vested in the plaintiff. The expiry of the agreement *per se* did not cause any legal inconvenience or impediment as the conveyance was of the copyrights for which there was no set term and rather were in perpetuity, that too worldwide.



10.4. So far as the agreements/assignment deeds being contingent contracts are concerned, he would reiterate his arguments already addressed earlier except that none of the Producers who executed the agreements/assignment deeds, referred and annexed to the suit, have ever challenged the validity of the said contracts in the last 30 years.

10.5. According to learned senior counsel, the *ex-parte ad-interim* injunction order must be made absolute for a period till the disposal of the suit.

### **ANALYSIS AND CONCLUSIONS:**

11. This Court has heard Ms Swathi Sukumar, learned senior counsel for the defendants, Mr Chander M. Lall and Mr Akhil Sibal, learned senior counsel for the plaintiff and with their valuable assistance, perused the records of the case and considered the judgements relied upon by the parties.

12. Before advertng to the arguments addressed by the parties it would be significant to consider two judgements of this Court directly on the issue in hand. One is by the Coordinate Bench of this Court in *Saregama vs. Vels Film (supra)* and the other is the judgement dated 21.05.2026 passed by the learned Division Bench in *FAO(OS)(COMM) 52/2025* titled *Mr. Ilaiyaraaja vs. Saregama India Limited*: Neutral Citation **2026:DHC:4556-DB** in the appeal filed by the defendant/ILAIYARAAJA against the judgement passed by the coordinate bench on 30.01.2025. For the sake of convenience the relevant paragraphs of the judgement of the learned Division Bench eruditely scholared by none other than esteemed brother C Hari Shankar, J, are extracted hereunder:

*25. To our mind, the answer to the imbroglio is to be found in the provisions of the Copyright Act, outside which it is hardly necessary to*



*peregrinate.*

26. Section 2(p)

*“Musical work” is defined, in Section 2(p) as a work consisting of music, excluding lyrics. There is, therefore, statutorily, no distinction between the “musical work” and the music which forms part thereof (the other part being the lyrics). As such, the musical component of the disputed song, of which Ilayaraaja is undisputedly the composer, is a musical work, in which, by virtue of Section 13(1)(a), copyright vests.*

27. Section 17

*27.1 Section 17 makes the author of a work the first owner of copyright in the work. Of course, Section 17 is expressly made subject to other provisions of the Copyright Act.*

*27.2 The “author”, in the case of a musical work, is its composer, as defined in Section 2(d)(ii).*

*27.3 As the composer of the disputed song, therefore, Ilayaraaja was the author of the “musical work” forming part thereof, i.e., the musical component of the disputed song. By operation of Section 17, therefore, he was the first owner of copyright in the musical work in the disputed song.*

*27.4 Clauses (b) and (c) of the first proviso to Section 17 do not, in our opinion, apply, for the following reasons:*

*(i) Clause (b) does not apply either to sound recordings or to musical works.*

*(ii) Clause (c) applies where the work is made in the course of its author’s employment under a contract of service or apprenticeship. It is nobody’s case that there was any “contract of service” between RCA and Ilayaraaja. A “contract of service”, legally, connotes the existence of a relationship of master and servant. No such contract existed between RCA and Ilayaraaja, nor is there any pleading by SIL to that effect.*

28. Ilayaraaja’s right under Section 14(a)

*28.1 As the first owner of copyright in the musical work in the disputed song, Ilayaraaja possessed the exclusive right, under Section 14(a)(vi), to make any adaptation of the musical work. “Adaptation”, as defined in Section 2(a)(iv) in the context of a musical work, includes any arrangement or transcription of the musical work. However, this*



*right of adaptation was limited to the musical work, i.e., the musical component of the disputed song, as that was the extent of Ilaiyaraaja's copyright in the disputed song. The lyrics of the disputed song were no man's land, and Ilaiyaraaja would have no copyright over the lyrics and, consequently, none of the rights envisaged under Section 14(a) would be available to Ilaiyaraaja in so far as the lyrics in the disputed song were concerned.*

*28.2 Section 14(a)(vi) also conferred, on Ilaiyaraaja, the exclusive right to do, in relation to any adaptation of the musical work contained in the disputed song, any of the acts specified in relation to the work in sub-clauses (i) to (vi). Of these, Section 14(a)(iv) included the right to make any cinematographic film or sound recording in respect of the adapted musical work.*

*28.3 Ilaiyaraaja was, therefore, entitled to contract with any third party for use, or for adaptation, of the musical work contained in the disputed song, i.e, the musical component thereof. That right could not, however, extend to doing anything involving the sound recording of the disputed song, or the lyrics thereof. Copyright in the sound recording of the disputed song would, by a conjoint application of Section 17, 2(d) and 2(f), vest in the producer of the film of which the song constituted part of the soundtrack, whereas copyright in the lyrics of the disputed song would, by application of Section 2(d)(i)24, vest in the lyricist.*

*29. SIL's copyright in the sound recording of the disputed song, vis-à-vis Section 13(4)*

*29.1 SIL has sought to contend that, by virtue of the definition of "cinematograph film" in Section 2(f), the sound recording accompanying a cinematograph film was also included within the definition of "cinematograph film". There can be no cavil with this contention.*

*29.2 Ergo, submits SIL, the sound recordings contained in the various songs in the film Moodu Pani were also contained within the ambit of the expression "cinematograph film". There can be no cavil with this proposition either.*

*29.3 Section 13(4), however stipulates that the copyright in a cinematograph film or a sound recording would not affect the separate copyright in any work in respect of which, or in respect of a substantial part of which, the film, or the sound recording, is made.*

*29.4 The plea of infringement, raised by SIL, is predicated on the*



*copyright claimed to be held by it in the sound recording of the disputed song, as a consequence of the copyright held by it in the cinematograph film Moodu Pani. Inasmuch as (i) RCA was the producer of the film Moodu Pani and was, therefore, the author of the copyright in the cinematograph film, (ii) RCA was also, therefore, the author of the sound recordings in the cinematograph film, which included the sound recording of the disputed song En Iniya Pon Nilave, and (iii) RCA had, therefore, competently assigned the copyright in said sound recording to SIL under the Agreement dated 25 February 1980, SIL is correctly claiming copyright in the sound recording in the disputed song.*

*29.5 By operation of Section 13(4), the copyright, if any, held by RCA and, later, by SIL, in the sound recording relating to the musical work contained in the disputed song cannot derogate from, or affect, the separate copyright held by Ilaiyaraaja in the musical work contained in the disputed song. Ilaiyaraaja's copyright in the musical work contained in the disputed song, therefore, continues to remain protected and, consequently, his right to exploit the musical work in the manner envisaged by Section 14(a)(iv) and 14(a)(v) read with 14(a)(vi), also remains inviolate and sacrosanct.*

*29.6 This right was, however, necessarily limited to the musical component of the disputed song, i.e., the music therein, of which Ilaiyaraaja was the composer. It did not extend to the lyrical component of, or the sound recording in, the disputed song.*

13. The aforesaid ratio laid down, succinctly interprets the law. Having regard to the fact that almost identical grounds of challenge have been raised by the defendants in the present case, the said ratio would be applicable to the facts of the present case too. In that, the defendant/ILAIYARAAJA has rights to the extent of “musical composition” of the songs and not even the lyrics and muchless the sound recordings. The indelible rights as “owner” and “author” bestowed by the Act clearly vest in the Producer first, then unto the plaintiff by virtue of various assignment deeds executed by the Producers with the plaintiff. Similarly, the defendant cannot assail the copyright of the plaintiff who has stepped into the shoes of the Producer in the cinematograph films,



which are the subject matter of the present suit, nor the sound recordings which are incorporated and embodied in the said cinematograph films.

14. It is imperative to also appreciate the provisions of Section 2(y) of the old Act which clearly delineates the definition of the word “work” as (i) a literary, dramatic, musical or artistic work; (ii) a cinematograph film; (iii) a record, which has essentially remained the same, except the word “record” has been replaced now by “sound recording” by virtue of amendment in the year 1995 to the Act. Thus, musical composition and cinematograph film are two separate and distinct “works”. Cinematograph film has been defined in Section 2 (f) to include “sound track” as per the old Act while as per Section 2(f) of the amendment in the year 1995, it would include “sound recording”. As per Section 2(x) of the old Act, “recording” would mean the aggregate of the sounds embodied in and capable of being reproduced by means of a record which definition has now been expanded by insertion of sub section (xx) which now defines “sound recording” by way of an amendment in the year 1995. A conjoint reading of the aforesaid sections clearly postulate two things (i) musical composition and cinematograph film are separate and distinct works and (ii) recording or sound recording by virtue of Section 2(f), once incorporated in the cinematograph film, become embodied therein for the purposes of the Act. While musical composition may become part of the cinematograph film by being embodied in the sound recording, the reverse may not be true.

15. *Ergo*, the Producer of the cinematograph film would be the copyright owner of the sound recording embodied or incorporated into the said film. However, the Composer i.e., defendant/ILAIYARAAJA, by virtue of Section



2(d)(ii) would be the “author” and by virtue of the provisions of Sections 13(4) read with 14(1)(a) of the old Act and Section 14 (a) of the new Act, be vested with the copyrights over the musical composition alone. However, such rights cannot include the “sound recordings” which have necessarily been incorporated or embodied into the “cinematograph film”.

16. The right of the defendant/ILAIYARAAJA to the extent conferred by Section 14(a) of the Act of the right to adaptation is limited to the extent of “musical work”, that is, the musical composition of the songs claimed to have been infringed, sans the lyrics. A harmonious and conjunctive reading of the provisions of Sections 17, 2(d) and 2(f) would postulate vesting of the copyright in the sound recording upon the Producer of the cinematograph film as it was incorporated as soundtrack in the said films. The fact that the plaintiff has by virtue of execution of the suit agreements/assignment deeds replaced itself in place of the Producer, would, by virtue of the provisions of Section 2(f) have rights over the sound recording forming part of the cinematograph film. Thus, as a necessary corollary, the sound recordings in various songs of the cinematograph films forming subject matter of the suit, also fall within the definition of “cinematograph film” as envisaged by the Act.

17. It may be significant to note that, notwithstanding the above observations, the defendant/ILAIYARAAJA would, in the humble opinion of this Court, undisputedly have, separate copyrights in the musical work contained in the disputed songs by operation of section 13(4) of the Act. As posited by the learned Division Bench, the defendant/ILAIYARAAJA, consequently would have the rights to exploit the musical work in the manner



envisaged by Sections 14(a)(iv) and 14(a)(v) read with 14(a)(vi) of the Act.

18. That is where the rights of the defendant/ILAIYARAAJA would end.

19. *Ab supra*, any form of exploitation of the sound recordings incorporated in the subject matter cinematograph films, would then, *prima facie*, be infringement. Since there is no denial to the broadcasting of songs which are subject matter of the suit referred cinematograph films, the defendant/ILAIYARAAJA, *prima facie*, appears to be indulging in acts which would tantamount to infringement.

20. Another aspect which would be essential to consider would be the contention of the defendant/ILAIYARAAJA regarding non-receipt of royalty as envisaged under the provisions of Section 18 of the Act.

21. This contention was strongly, stoutly and with great vehemence refuted by learned senior counsel for the plaintiff. In fact, Mr. Sibal, learned senior counsel, has placed on record documents which purport to demonstrate that the defendant/ILAIYARAAJA alongwith the plaintiff has been receiving royalties, and as an example referred to one song amongst many others, for which royalty was paid by the IPRS, which is a Performing Rights Society as envisaged under Section 33, and discharges its obligations under Section 35 of the said Act. One of such examples is the song “Ishtakarrikku” against which the defendant/ILAIYARAAJA is reflected as the Composer to whom 25% royalty share is being paid and the plaintiff is reflected as the Original Publisher and is being paid 50% as royalty share proportionately. The said aspect is tabulated hereunder:

| <b>Royalty Claim</b>           | <b>Percentage of Royalty Share</b> |
|--------------------------------|------------------------------------|
| Saregama India Limited - Owner | 50%                                |



|                                    |     |
|------------------------------------|-----|
| Ilaiyaraaja (Defendant) - Composer | 25% |
| Girish Puthencherry - Lyricist     | 25% |

22. Similarly, many such other songs and their percentage of royalty share have also been placed on record by the plaintiff's *vide* Index dated 21.04.2026. If nothing else, the aforesaid table as also the documents referred to above, at least *prima facie* disclose two things, (i) that the IPRS is indeed reflecting the percentage of royalty share in those documents and complying with the mandate under Section 35 read with Section 18 of the Act which the defendant/ILAIYARAAJA may be receiving and (ii) the defendant appears to be aware as to the assertion of the plaintiff that it is the owner and Original Publisher of the songs by virtue whereof the defendant/ILAIYARAAJA is receiving royalties. To the aforesaid argument and aforesaid documents, no counter argument or submission has been tendered or urged before this Court. Thus, leaving the right reserved to the defendant regarding the probative value of the said documents to be raised at the appropriate stage, at this juncture, the Court takes note of the documents and the contents therein.

23. Predicated on the aforesaid submissions and documents, this Court is of the *prima facie* view that the provisions of Section 18 to the extent shown above, appear to be complied with. That apart, this Court is also of the *prima facie* view that the defendant/ILAIYARAAJA was aware of the rights asserted by the plaintiff over not only the cinematograph films, which are subject matter of the suit, but also the sound recordings and the songs incorporated therein. Thus, the submissions regarding non-payment of royalties, if any, may



be left to be ascertained after full trial.

24. Much was argued at length and extensively, on the misjoinder of parties and causes of action.

25. So far as the issues of misjoinder of parties is concerned, at this stage, all that the Court needs to ascertain and that too *prima facie*, is as to whether the plaintiff has copyrights over the cinematograph films, the sound recordings and the songs incorporated therein. Whether the producers who are claimed to have signed and executed the subject matter agreement/assignment deeds or the authors/owners of copyrights in lyrical and artistic works are to be impleaded or not, and whether they are necessary at all in the first place or not, would by itself not be fatal to the maintainability of the suit itself. Moreover, the subject matter of the suit being an allegation of infringement by defendant/ILAIYARAAJA of the copyrights owned by the plaintiff as Producer of the cinematograph films and the songs incorporated therein, may not be impacted or adversely affected by non-joinder of those parties. In case at a later stage, those parties are found to be proper and necessary, they can be impleaded.

26. Even otherwise, it appears to this Court that the said agreement/assignment deeds have been placed on record by the plaintiff only for the purposes of establishing its ownership rights over the copyrights which it has been exercising and exploiting from the last more than 30 years with no objection from any quarter whatsoever, least from the defendant. This, coupled with the aforesaid observation regarding receipt of royalties by defendant/ILAIYARAAJA has also propelled this Court to conclude that the submission regarding non-joinder of parties will not be fatal to this Suit, at



least at this stage.

27. So far as the issue of misjoinder of causes of action is concerned, this Court is not impressed with the said arguments urged on behalf of the defendant for the reason that, at this juncture, it appears to the Court that the cause of action i.e. infringement of the copyrights of the plaintiff as Producer in the sound recordings and songs incorporated in the suit subject cinematograph films, is common to all the songs, the cinematograph films as also the different agreements/assignment deeds. Even otherwise, Order II Rule 3 of the Code of Civil Procedure, 1908 (hereinafter referred to as “CPC”) permits unison of several causes of action against the same defendant. In the present case, the plaintiff is the same as also the defendant. Thus, joinder of causes of action is clearly permissible under the aforesaid provision. The defects or lacunae as alleged and purported to be existing in the suit subject agreement/assignment deeds urged by the defendant, are possibly triable issues which are best left for the parties to adduce during trial. Thus, on this count too, at the *prima facie* stage, the interim prayer does not appear to be affected/impacted by the said submission.

28. Ms. Sukumar, learned senior counsel for the defendant had forcefully argued the aspect of the suit subject agreements/assignment deeds being contingent contracts and virtue whereof, cannot be deemed to be concluded contracts and resultantly, the plaintiffs would have no copyrights over the cinematograph films or the sound recordings which include the songs which are stated to be infringed by the defendant/ILAIYARAAJA. She had relied upon Section 31 of the Indian Contract Act, 1872 as also judgments rendered by the Supreme Court in that regard.



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29. In the aforesaid context, it is pertinent to note that the defendant/ILAIYARAAJA is not privy to any of the said agreements/assignment deeds which are placed on record. It would also be relevant to note that as per the relevant Clause 4(b) of the assignment agreement dated 25.08.1981 which is common to most of the said agreements, it was for the Producer, if at all, to obtain consent in writing from all artists, musicians, lyric writers, music directors. It was this clause which was made subject matter of the argument that no written proof has been placed on record to demonstrate or evidence that such consent was indeed obtained. In the absence whereof, it was contended that the contracts being contingent, the non-fulfilment of necessary conditions would grant no advantage or vest copyright to the plaintiffs.

30. Firstly, the plaintiff has been able to demonstrate by the documents in respect of percentage royalty share emanating from IPRS that the defendant was aware of its copyrights in respect of the subject cinematograph films and the songs which were incorporated in the sound recording; and secondly, by virtue of operation of Section of 17(b) the Producer of the cinematograph film would be the first owner as there is no contract to the contrary. It does not lie in the mouth of the defendant/ILAIYARAAJA to submit that the literary, dramatic or artistic works created by their respective authors in the course of their employment, were either not engaged so or that they were not paid compensation for the works. Thus, the provisions of Section 17, in the present case, have to be construed in favour of the plaintiff, at least, at this stage. Contrary to the IPRS documents placed on record by the plaintiff, no counter submission nor any document to show that the defendant/ILAIYARAAJA had



challenged any of the suit subject agreements/assignment deeds in the last 30 years has been placed on record. The defendant also cannot assert his own right in the context of an agreement to which he is not privy. Those too, in the absence of even a single scrap of documentary proof of his own purported rights.

31. That apart, on a plain and holistic reading of the clause 4, it appears that they are worded to, in fact, protect the plaintiff's interest qua the Original Producer in which case it would be the plaintiff who would be at a risk, and no one else. It is significant to note that sub clause (c) of clause 4 of the assignment agreement dated 21.08.1981 also indemnifies the plaintiff from the artists who created the lyrics and dramatic works etc. Thus, if any person could possibly have any grievance with respect to any of the clauses of the agreement/assignment deed, it could only be either the plaintiff or the Original Producer. In the judgment of the Supreme Court in *M.V. Shankar Bhat (supra)*, the question which arose for consideration was as to whether the restricted covenant in agreement dated 04.12.1979 amounted to a conditional agreement or concluded contract and/or whether the same was for the benefit of plaintiff no.1. In that case, the testator by the will dated 25.04.1972 had granted liberty to the Original Defendant to sell the property in question and disburse the proceeds as stated in the Will, however, the legatees were given an option to partition the property. The Will also provided that if the heirs of the testator wanted to partition the property, the executor was mandated to consent to it. It was in this context that the Supreme Court declined to grant specific performance in favour of the plaintiff no.1 on the ground that necessary consent was not obtained from the other legatees and that the said



clause was a condition precedent for coming into force of a concluded contract. In the present case, a plain reading of the said clauses appears to be for the benefit of the plaintiff herein. Inasmuch as between the parties to the agreement, it would clearly be the plaintiff which would be at a risk or loss in case such indemnity was not promised or assured by the Original Producer. Thus, the said judgment may not be strictly applicable to the facts of this case.

32. The case of *Shri Baijnath (supra)* of the learned Division Bench of this Court was purely in the realm of the Specific Relief Act. The contract which was subject matter of the appeal was construed to be in the nature of a contingent contract as the sale itself was dependent on the sanction of additional FAR in favour of the defendant by the appropriate authorities. However, in the present case, the validity or enforceability of the agreements/assignment deeds executed in favour of the plaintiff does not seem to be adversely impacted by such clauses for the reason that (i) the clauses as observed above appear to be in favour of the plaintiff and (ii) in view of the provisions of Section 17, the absence of any such consent having been obtained by the Original Producer would possibly not derail or disentitle the plaintiff from exercising the rights conferred under such agreements as the rights of the artists for the literary, dramatic or artistic work as “authors” would still be available to them under the provisions of the Act. Thus the absence of such consent, whether in writing or otherwise, does not appear to impact any of the parties adversely as there is adequate protection available in the Act itself. *Ergo*, looked at it any which way, the submission appears to be unmerited.

33. Based on the provisions of Order VI Rule 2 CPC, it was submitted that



the plaintiff suffers from gross lack of material facts. In that, there is lack of reference to the agreements/assignment deeds, the parties, the relevant clauses, the cinematograph films or the specific details of the songs and sound recordings of which infringement is alleged.

34. This Court has perused the plaint and finds that the plaintiff has given general references regarding the vesting of copyrights on it by virtue of agreements/assignment deeds executed by Original Producers based whereof the suit for infringement was filed. Though, at the initial stage, the plaintiff had already placed on record a few agreements/assignment deeds however, subsequently, has placed on record all the agreements which, according to it, vest copyrights over the cinematograph films and the sound recordings incorporated therein. In para 7 of the plaint, the plaintiff has clearly mentioned the cinematograph films of which copyrights are claimed to have vested upon the plaintiff. It is asserted that the defendant has infringed the copyrights of the sound recordings incorporated in the said cinematograph films by broadcasting the same over various online music platforms like Amazon Music, Apple iTunes and JioSaavan in para 12 of the plaint. In para 15 of the plaint, the plaintiff has also placed the screenshots of certain songs which are alleged to be infringed by the defendant/ILAIYARAAJA by broadcasting in the aforesaid online music platforms, though, all the songs have not been enumerated. In the list of documents also, all the songs which may have been incorporated in the cinematograph films enlisted in the plaint, have not been enlisted in a detailed manner. However, that by itself will not disentitle the plaintiff from seeking interim injunction in case sufficient grounds are made out.



35. It needs no emphasis that a plaint is only a pleading which requires a concise statement of facts and neither evidence nor any legal propositions therein. If sufficient facts, which are material to the cause of action which needs to be necessarily traversed by the defendants are present, it can be inferred that the requirements of Order VI Rule 2 CPC are generally met with. As a word of caution, this Court would note that the aforesaid observations in this context are only *prima facie* and the defendant would surely be entitled to raise this objection and agitate the same at the appropriate stage.

36. An argument on procedural defect was sought to be raised by the learned Senior Counsel for the defendant. In that, the copy of the suit was alleged to have been deliberately served upon the defendant/ILAIYARAJA and not the counsel for the defendant who was appearing in another suit/appeal pending in this Court. It was stated that the plaintiff deliberately served the defendant and not the counsel so as to take the defendant by surprise and obtain an *ex-parte ad-interim* injunction behind his back. It was argued that had the plaintiff been fair and served an advance copy of the suit upon the counsel for the plaintiff who had appeared in the other suit, the occasion or reason to pass an *ex-parte ad-interim* injunction order may not have arisen and/or avoided as the defendant would have furnished sufficient grounds for refusal. This submission was vehemently opposed by the learned Senior Counsel for the plaintiff, both on law as also on facts.

37. The aforesaid argument is clearly contrary to the provisions of law. Order V of CPC governs issuance and service of summons upon the defendant. Sub-rule (1) of Rule 1 of Order V CPC contemplates issuance of summons to the defendant alone. It does not postulate or envisage or even



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recognise any person other than the defendant upon whom serving of summons can be effected except those which are specified under the rules stipulated under Order V CPC. However, at the first instance, Order V Rule 1 contemplates service upon the defendant only. It is only after the summons have been served upon the defendant that under sub-rule (2) of Rule 1 of Order V CPC that the defendant may appear (i) in person, or (ii) by a pleader duly instructed who may answer all material questions relating to the suit or (iii) by a pleader accompanied by some person able to answer all such questions. Other than that summons may be served upon the defendant either through his agent or on an adult family member of the defendant. Neither the Rules, nor Order V CPC, anywhere contemplate or envisage service of summons of the suit plaintiff, on a pleader or counsel. Thus, the contention that summons of the suit ought to have been served upon the counsel for the defendant in advance, is legally untenable. Learned senior counsel for the defendant did not dispute that the defendant/ILAIYARAAJA was in fact, served in advance.

38. In the present case, the counsel for the plaintiff has filed an affidavit of service deposing that the complete set of Paper Book was served upon the defendant at two e-mail addresses of the defendant on 12.02.2026 at 11:50 a.m. and which have not bounced back. This advance service is stated to be in terms of Rule 22 of the Intellectual Property Rights Division Rules, 2022. The suit was listed before this Court on 13.02.2026 when it was taken up for consideration. It is not the case of the defendant/ILAIYARAAJA that advance service was not effected at all. Moreover, having regard to the fact that both parties including the defendant are hotly contesting the other cases in this



Court, it is expected that the parties would be extra vigilant. Clearly, the defendant was served with the advance copy of the suit plaint atleast 24 hours before it was taken up for consideration. So much for arguing that advance service of the suit was not effected upon the counsel for the defendant in the other case, it is interesting to note that the counsel who entered appearance and is representing the defendant/ILAIYARAAJA in the present suit is not the same counsel who appears for the said defendant in the other suit. In any case, it is the defendant's prerogative to choose or engage a particular counsel to appear and defend him in a fresh suit and is not determined by the service of the suit by the plaintiff on a particular counsel, who may be appearing in some other matter too. Thus, it cannot be said that the plaintiff has violated any provisions of the law. The arguments in this context cannot be appreciated at all, in law, much less on facts.

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**I.A. 30776/2025 & I.A.4553/2026 (Under Order XXXIX Rules 1 & 2, CPC & Order XXXIX Rule 4, CPC)**

39. The plaintiff/Saregama India Limited has filed an application bearing I.A.30776/2025 under XXXIX Rules 1 & 2 of the CPC seeking *ex-parte ad-interim* injunction against the defendants.

40. By the order dated 09.12.2025, this Court had granted *ex-parte ad interim* injunction in favour of the plaintiff and against the defendants and directed the defendant nos. 1 and 2 to either remove the subject song from the defendants' film or deposit an amount of Rs.30,00,000/- before the release of the defendants film on OTT platforms, failing which they were restrained from releasing the defendants' film on OTT Platforms, Satellite Television or



any other online platform, while using the subject song.

41. The defendant Black Madras Films has also filed an application bearing no. 4553/2026 under Order XXXIX Rule 4 of CPC seeking vacation of the *ex-parte ad-interim* order dated 09.12.2025.

42. Before advertng to and considering the applications aforementioned, it may be appropriate to state the brief background of the plaintiff's case as under:

42.1. Plaintiff claims to be the copyright owner of the sound recordings as well as the underlying musical and literary works in the songs of the subject film ("Pallavi Anupallavi"), including the subject song ("Naguva Nayana"), by virtue of Copyright Assignment Agreement dated 27.12.1980 entered into between the plaintiff and the producer of plaintiff's cinematographic film i.e. M/s Venus Pictures.

42.2. On 26.11.2025, plaintiff claims to have come across the subject song from the subject film being used by the defendant nos.1 and 2 as a background score without any authorization/license from the plaintiff. It further claims that the defendants' film had already been theatrically released worldwide on 21.11.2025. Upon acquiring such knowledge, plaintiff sent a Cease and Desist Notice dated 26.11.2025 to the Defendant nos.1 & 2, informing them of its rights in the subject song and the subject film, and directing them to regularise the unauthorised usage of the subject song.

42.3. *Vide* response email dated 27.11.2025, defendant no.1 brought to the notice of the plaintiff that it had already taken a license form defendant no.5 (Mr. Ilaiyaraja), to adapt, record/recreate and synchronize the subject



song, and therefore, defendant no.1, 2 and 4 did not agree to comply with the requisitions sought by the plaintiff in the notice.

42.4. Being aggrieved by the infringement of its Copyright in the subject song and its underlying literary and musical works from the subject film, by the defendants reproducing the same in their cinematographic film “Mask”, plaintiff filed the present suit.

43. The arguments were addressed by learned senior counsel for the parties in this suit too *qua* the applications under Order XXXIX Rules 1 and 2 as also Order XXXIV Rule 4 CPC. This Court is not dealing separately with the submissions of the learned counsel for the reason that the issue raised by the learned senior counsel for the defendant nos.1, 2 and 5 is clearly covered, *mutatis mutandis*, by the observations in the judgment of the learned Division Bench in the FAO(OS) COMM 52/2025 titled “*Mr. Ilaiyaraaja vs. Saregama India Limited*” pronounced on 21.05.2026. The relevant paragraphs of the judgement is extracted hereunder:-

*31.3 However, Ilaiyaraaja was not the owner of copyright in the sound recording, or the lyrics underlying the disputed song. His copyright was limited to the musical work, the very definition of which, in Section 2(p), excludes the lyrical component of the song. Ilaiyaraaja could not, therefore, have assigned, to VFIL, the lyrics underlying the disputed song.*

*31.4 Equally, Section 17 makes the author of a work the first owner of copyright therein. For a cinematograph film, the author is, per definition in Section 2(d)(v), the producer of the film. As such, RCA was the first owner of the copyright in the film Moodu Pani. “Cinematograph film” is defined, in Section 2(f), as including the sound recording accompanying the visual recording of the film. RCA was also, therefore, the first owner of copyright in the sound recordings contained in the film Moodu Pani. Ilaiyaraaja could not, therefore, have assigned, to VFIL, the sound recordings in the film*



*Moodu Pani either, which would include the sound recording relating to the disputed song En Iniya Pon Nilave.*

32.2 Thus, by this Agreement, copyright in the sound recordings contained in the cinematograph film Moodu Pani was transferred to Gramophone Co. of India Ltd – which was later rechristened as SIL – for consideration in the form of a stipulated royalty.

33. The position that thus emerges is that

(i) copyright in the sound recordings in Moodu Pani, which would include the sound recording in the song En Iniya Pon Nilave, vested in RCA, and never resided in Ilaiyaraaja, and

(ii) RCA, by the Agreement dated 25 February 1980, transferred copyright in the said sound recordings to SIL. SIL, thereby, became the owner of copyright in the sound recordings contained in the film Moodu Pani, which included the sound recording of the song En Iniya Pon Nilave.

34. Without a licence, or permission, from SIL, therefore, VFIL could not have exploited any of the sound recordings contained in the film Moodu Pani, including the sound recording relating to the song En Iniya Pon Nilave. By recreating/adapting the said sound recording, therefore, VFIL has infringed the copyright of SIL.

44. In the present case, neither the plaintiff nor the defendant nos.1 and 3 or even defendant no.5-Ilaiyaraaja has placed on record any agreement having been executed between the defendant nos.1 and 2 on one hand and defendant no.5, on the other. Although, certain other documents to indicate business transactions between the parties have been placed on record by defendant no.5.

45. The plaintiff has placed on record the agreement/assignment deed dated 27/12/1980 by virtue whereof, the Original Producer/Venus Pictures had assigned its copyright entirely in the cinematograph film “Pallavi Anupallavi” - Kannada including the sound recordings. The said agreement is extracted



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hereunder:

***“THIS AGREEMENT made the 27 th day of December 1980 between  
THE GRAMOPHONE COMPANY OF INDIA LIMITED***

*Having its Registered Office at 5, Old Court House Street, Calcutta 700 001  
(hereinafter called “the Company” which expression shall include its  
successors and assigns), represented and signed by*

***SARASWATHI STORES***

*Carrying on business at 806, Mount Road, Madras 600 002 (hereinafter  
referred to as “Sarastores” which expression shall include partners or partner  
of the firm, the heirs executors or administrators of last surviving partner and  
their or his permitted assigns) on behalf of The Gramophone Co. of India Ltd.  
of the one part and*

*M/s- Venus Pictures, 7 & 8,  
Venus Colony, Alwarpet, Madras  
– 600 018.*

*(hereinafter called “the Producer” which expression shall include in the case  
of corporation its successors and permitted assigns, in the case of firm the  
partners or partner of the firm, the heirs executors or administrators of last  
surviving partner and their or his permitted assigns and in the case of  
individual his heirs administrators executors and permitted assigns) of the  
other part.*

*Whereas the Producer hereby represents and assures the Company  
and Sarastores that the Producer has absolute and unfettered right and is free  
from any obligation to third parties which would in any way restrict the  
Producer from entering into this Agreement for carrying out the Producer’s  
obligations to the Company and Sarastores as hereinafter appearing.*

*Now in consideration of the aforesaid representation and assurance and the  
respective obligations hereinafter set forth it is hereby agreed by and between  
the parties hereto as follows:-*

1. *This Agreement shall be for only the Picture ‘Pallavi Anupallavi’ –  
Kannada year(s) commencing on the 27<sup>th</sup> day of December 1980 and shall  
continue for successive periods of each on the same terms and conditions as are  
herein laid down unless the Company or Sarastores terminates the Agreement  
by giving notice in writing to the Producer 60 days before the expiration of the  
initial or extended period.*

2. *For the purpose of this Agreement the following words shall have the  
meanings set forth against them:*



“WORK”

*shall mean any one or more of a literary dramatic musical or artistic work as defined in the Copyright Act, 1957.*

“RECORD”

*shall include a gramophone disc record magnetic tape record (whether reel to reel, endless loop, in cassette or cartridge form or otherwise howsoever) or any other contrivance or appliance whatever bearing or used for emitting sounds whether or not the same also bears or can bear visual images or is or can be joined to be used in conjunction with or part of a contrivance or appliance bearing or used for giving visual images but shall exclude a cinematograph film as immediately hereafter defined.*

“CINEMATO-  
GRAPH FILM”

*shall include soundtrack and any recording however made of a sequence of visual images which is capable of being used as a means of showing that sequence as a moving picture (whether or not joined to or part of a record as defined herein) provided that it shall only include such recordings as aforesaid as are used for presentation through cinema theatrical or television transmission or diffusion media or by any gauge of film derived from such recordings so presented and shall not include any such recordings as are used for presentation in any other manner whatsoever.*



“PERFORMANCE”

*shall include speech dialogue monologue recitation acting singing playing an instrument or instruments conducting or directing either alone or with another or others or any other sound and visual effects of any kind.*

“PRODUCER’S FILMS”

*shall mean all cinematograph films commenced and/or under production during the period of this Agreement and the extensions(s) (if any) thereof, whether or not the production thereof may have been completed after the expiry of this Agreement, which contain performances of any work(s) in respect of which the Producer directly or indirectly:*

*(i) is or shall be the producer or owner or*

*(ii) otherwise owns controls or shall own or control the rights to make available licence and assign the rights granted to the Company under this Agreement.*

“CONTRACT RECORDINGS”

*Shall mean recordings of performances comprising the Producers Films whether or not they are incorporated in the final versions of the Producer’s Films.*

“CONTRACT WORKS”

*shall mean all works of a literary dramatic or musical nature performed in contract recordings.*

*3. (A) The Producer hereby assigns and transfers and agrees to assign and transfer to the Company absolutely and beneficially for the world:1.*

*(i) the copyright for making records of all contract works which are made available to the Company under the terms of this Agreement and the copyright performing right and all other rights title and interest in and to the literary dramatic and musical works embodied in the Producer's Films including all*



*rights of publication, sound and television broadcasting, public performance and mechanical reproduction of the said works.*

*(ii) the sole and exclusive right to make or authorise the making of any record embodying the contract recordings, either alone or together with any other recordings.*

*The Producer undertakes to execute or obtain the execution of such further assignments or assurances as may be required to safeguard the parties' rights.*

*(B) It is hereby declared that the rights hereby assigned and transferred or agreed to be assigned and transferred in pursuance of this Agreement include but are not limited to:*

*(i) the sole right of production reproduction sale (under such trademarks as the Company may select) use and public performance (including sound and television broadcasting) throughout the world by any and every means whatsoever of records made in pursuance of this Agreement.*

*(ii) the sole right to decide based on market demand whether and/or when to discontinue or recommence the said production and sale of records and to fix and alter the prices of such records and the irrevocable right and licence at all times to use and publish the names and photographs of artistes, musicians, lyric writers, music directors and other persons associated with and/or engaged in the Producer's Films in any manner whatsoever and the Producer's trademarks and logos for labelling cataloguing promoting and marketing the said records.*

*(iii) the right to grant licences for publication, sound and television broadcasting, public performance and mechanical reproduction of the contract works or any of them.*

*(iv) the right of use and public performance (including sound and television broadcasting) throughout the world by any and every means whatsoever of the contract works or any of them.*

*and the Company shall have the irrevocable right to authorise any other person, firm or corporation to do any and all such acts and things.*

*4. The Producer hereby assures the Company and Sarastores:-*

*(a) That the copyright and other rights as mentioned in Clause 3 are or will be the Producer's free and unencumbered property immediately prior to their assignment or transfer to the Company.*



*(b) That prior to the despatch of soundtrack or recorded tape thereof or any other materials considered necessary to be made available to the Company under this Agreement the Producer will have secured the consent in writing of all artistes musicians lyric writers music directors and other persons associated with and/or engaged in the Producer's Films in any matter whatsoever together with all other consents necessary for the manufacture and sale of the records and the use and publication by the Company and its Licensees of the names including professional names (if any) and photographs of the artistes musicians lyric writers music directors and other persons for trade and advertising purposes as aforesaid for the purposes of this Agreement.*

*(c) That except as otherwise expressly provided herein the Company and Sarastores shall be under no liability whatsoever to any of the said artistes or musicians or lyric writers or music directors or to any other third party arising out of the Company's exercise of any of its rights under this Agreement.*

*5. The Producer shall at his own expense promptly after the completion of each of the Producer's Films or, if so required by the company, or Sarastores before such completion, make available solely and exclusively to the Company, the soundtrack or a recorded tape thereof and/or any other materials considered necessary for the purposes of this Agreement, which, in the reasonable opinion of the Company, should be technically suitable for use in the manufacture of records therefrom.*

*6. Both the parties shall ensure the security of the soundtrack or recorded tape thereof or any other materials considered necessary for the purposes of this Agreement while these are within their respective control and shall prevent their loss pilferage theft and/or unauthorised use or duplication contrary to the rights and obligations of the parties hereto.*

*7. The Company shall manufacture for sale in one configuration or another records of at least the songs contained in the contract recordings unless the Company reasonably believes that discharge of this obligation shall cause moral, moral, religious or political offence or infringe the rights of any third parties.*

*8. The Company shall be the owner of the original plate within the meaning of the Copyright Act, 1957 and any extensions or modifications thereof of any performance from which any records are manufactured in pursuance of this Agreement.*

*9. The Producer:*

*(a) Shall not directly or indirectly supply or make available to any individual*



*firm company corporation or other person for the purposes of manufacturing and selling records the whole or any part of the soundtrack or recorded tape thereof or any other materials made or to be made available to the Company under this Agreement.*

*(b) shall not directly or indirectly provide the services of any of the said artistes and or musicians to perform any of the works performance of which have been made available to the Company for the purpose of manufacturing and selling records hereunder on their own account or for any individual firm company corporation or other person other than the Company whereby such soundtrack(s) and performances are or are intended to be recorded in any form from which a record may be offered to the public provided that such soundtrack(s) and performances by the said artistes and musicians can be made available for sound or television broadcasting or cinematograph films in cases in which records thereof are not and are not intended to be offered to the public except by or with the prior written consent of the Company.*

*(c) shall not do any act which derogates from the grants to the Company in this agreement or exercise any rights granted to the Company in this agreement.*

*10. The Producer shall not without the prior written consent of the Company or Sarastores:-*

*(a) assign all or any of the Producer's rights or obligations whatsoever under this agreement nor*

*(b) appoint an agent to collect on the Producer's behalf any monies due under the provisions of this Agreement.*

*11. The Producer agrees that all the rights and obligations under this Agreement shall be construed to apply to works included or to be included in Producer's Films commenced and/or under production during the period of this Agreement.*

*12. (A) Subject as hereinafter mentioned the Producer shall be entitled in respect of all records made in pursuance of this Agreement (excluding records for promotional purposes) and sold by the Company and its Licensees in any part of the World or by Sarastores and not returned to a royalty calculated on the Company's domestic dealer price per record (excluding any taxes levied or leviable in respect of such sale by the Company and its Licensees and Sarastores and then less a packaging allowance at % on tape records) at the following rates:-*

*(a) On a record reproducing:*

*(i) Contract recordings alone % ( per cent) per record.*



(ii) *Contract recordings together with other recordings a proportion of % (per cent) per record according to the number or duration of other recordings.*

(b) *The Producer shall also be entitled to additional royalty in respect of records sold by the Company or Sarastores, but not by its Licensees, calculated as follows:-*

(i) *When the total value of records sold by the Company or Sarastores appearing in the Producer's royalty statement during a half-year exceeds Rs. but does not exceed Rs. % ( per cent) of total half-yearly sales value on the basis of the Company's domestic dealer price.*

(ii) *When the total value of records sold by the Company or Sarastores appearing in the Producer's royalty statement during a half-year exceeds Rs. - % ( per cent) of total half-yearly sales value on the basis of the Company's domestic dealer price.*

*For arriving at the total half-yearly sales value proportionate value will be taken where contract recordings are combined in a record with other recordings.*

(B) *Records manufactured for the Company outside India on a custom pressing basis but intended by the Company primarily for sale in India shall for the purposes of this Clause 12 be considered as having been manufactured in India and to have been sold when sold by the Company; similarly records manufactured other than by the Company for any of its Licensee outside the country in which such Licensee has its main operating office may be deemed to have been manufactured in such country and to have been sold when sold by such Licensee.*

(C) *In addition to the royalty provided for in Clauses 12(A) hereof the Producer shall also be paid an all-inclusive copyright royalty at the rate of % ( Company and its Licensees or Sarastores of records containing per cent) in respect of of sales by the performances of contract works and the provisions of Clause (12A) shall apply to the calculation of such copyright royalty.*

(D) *Royalty as above shall be payable as long as records covered by the Agreement continue to be sold by the Company and/or its Licensees and/or Sarastores but not beyond the period for which the copyright in records and in contract works is legally protected in each country in which such records are sold.*

13. *The Company shall deduct or shall authorise the deduction from royalty payments to the Producer any sums deductible under any laws and/or which may be demanded by the Government or other authorities from the Company*



*and its Licensees in respect of such payments.*

*14. The Company's liability to pay royalty hereunder shall be limited to the amounts thereof actually received from its Licensees and shall not be payable until received. In countries where currency restrictions are in force and should such restrictions in any country prevent the remittance of the whole or part of the royalty due any royalty not remitted shall if requested by the Producer and at the Producer's expense be held in an account to be nominated by the Producer in the country concerned subject to the laws of such country and of India.*

*15. Within six months after the end of each half-year the Producer shall be provided with a statement showing the latest information received by the Company or Sarastores for such half-yearly period as to the number of records sold (after making any permissible deductions as aforesaid) and the amount of royalty due in respect thereof and subject to the provisions of Clause 13 hereof such amount shall be paid to the Producer or the Producer's agent appointed under Clause 10 of this Agreement and such payment shall be a complete discharge of the Company's liability to make payments hereunder. The Producer shall at the expense of the Producer be entitled to receive upon so requesting the Company or Sarastores in writing a Certificate of the Company's or Sarastores' Auditors as to the correctness of any such statement.*

*16. Notwithstanding anything herein contained the Producer agrees to receive either from the Company or Sarastores royalties specified in Clause 12 hereof, it being understood that payment of the said royalties by either of them will always operate as a good and sufficient discharge of the liability to the Producer.*

*17. The provisions of this Agreement shall be applicable to records manufactured and sold or to be manufactured and sold under any earlier Agreement(s) entered into by the Company with the Producer either directly or through Sarastores.*

*18. The Producer without prejudice to the Producer's responsibilities and obligations hereunder hereby nominates constitutes and appoints the Company as the Producer's attorney to bring and conduct in such form and manner as to the Company may seem reasonable any legal proceedings whatever in the name of the Company against any person for the purpose of enforcement of the provisions of this Agreement or against any person who has committed anything whereby the Company's rights and interests under this Agreement are adversely affected provided that the authority hereby granted may be exercised by any Director or Secretary of the Company or by any officer of the Company duly authorised for the purpose.*



19. *This Agreement is being entered into by the Company with the Producer on the Producer's representation and assurance that the Producer is entirely free to enter into and to perform the Producer's obligations under this Agreement and in case such representation and assurance prove to be incorrect and the Company suffers any loss and/or damage the Producer shall indemnify the Company against all such losses and/or damages and such indemnity is without prejudice to any other rights or remedies that may be available to the Company.*

20. *Any notice given under the provisions of This Agreement may be given by hand to the Producer or to Sarastores or to the Principal Officer of the Company or may be sent by registered letter to the address of the Producer appearing above or to such other address as the Producer may for the purpose notify to Sarastores or the Company in writing or to Sarastores at the address given above or to the Company at its Registered Office in which event such notice shall be deemed to have been received in the course of the normal post.*

21. *The rights and obligations of the parties hereunder and the terms and conditions of the Agreement shall be governed by and be construed according to the Laws of India.*

*In witness whereof S. KRISHNAMOORTHY Partner VENUS PICTURES on behalf of the Producer and M. KUMARAN Managing Partner of Sarastores have hereunto set their hands the day and year first above mentioned.*

*Signed by the said for Venus Pictures*

*Sd/-*

*S. KRISHNAMOORTHY*

*On behalf of the Producer*

*In the presence of"*

46. The recitals in the aforesaid agreement/assignment deed are similar to or identical in material terms with the agreements in CS(COMM) No.143/2026 and thus the analysis and observations recorded hereinabove in respect of those assignment deeds too, shall apply to the present case. It is apparent that the plaintiff has been exploiting the copyrights conferred upon it by virtue of the aforesaid agreement/assignment deed since execution. It is in the aforesaid context that the plaintiff seeks interim injunction against



defendant nos.1 and 2 and 5 from infringing the sound recording which embodies and incorporates the song “Naguva Nayana” by including and incorporating the same in the cinematograph film “Mask”.

47. As observed by this Court, while dealing with application bearing I.A. 4116/2026 & I.A.6361/2026 in the CS(COMM) No.143/2026, the defendant ILAIYARAAJA could not demonstrate his ownership in copyrights in the sound recording or the lyrics underlying in the disputed song. The copyright was limited to the musical work, the definition whereof as per Section 2(p) of the Act excludes the lyrics. In this case too, nothing substantial has been demonstrated to arrive at a contrary conclusion. Resultantly, the defendant no.5 ILAIYARAAJA could not have, by any stretch of imagination, assigned unto the defendant no.1 and 2 the lyrics in the underlying song.

48. That apart, the Original Producer/Venus Pictures, in terms of Section 17, read with Section 2(d)(v) of the Act, would be the “author” of the cinematograph film. Thus, the Original Producer/Venus Pictures would be the first owner of the copyright in the film “Pallavi Anupallavi” which would also include sound recording accompanying the visual recording in terms of the definition of “cinematograph film” in Section 2(f) of the Act. Thus, the Original Producer/Venus Pictures was also the first owner of copyright in the sound recordings contained in the film “Pallavi Anupallavi”. Consequently, the defendant no.2/ILAIYARAAJA could not have assigned the sound recordings in the film “Pallavi Anupallavi” which also would include the song “Naguva Nayana” to the defendant nos.1 and 2.

49. Furthermore, by virtue of the agreement dated 27/12/1980 executed by the Original Producer/Venus Pictures in favour of the plaintiff, the copyright



in the sound recordings as also the copyrights in the said film “Pallavi Anupallavi” was transferred to the plaintiff. It is by virtue of this agreement that the plaintiff is exercising its rights as a Producer and a copyright holder of the sound recordings in the said film.

50. The facts arising in the present suit are almost identical to the suit wherefrom the appeal bearing FAO(OS) (COMM) 52/2025 arose and thus, the observations on facts and the law laid down therein are squarely applicable to the facts arising herein. Thus, on the anvil of the aforesaid analysis and observations, this Court is of the considered opinion that the defendant no.5/ILAIYARAAJA could not have assigned the aforesaid rights to the defendant nos.1 and 2 which has resulted in infringement of plaintiffs rights.

51. Moreover, once the plaintiff became owner of the copyright in the sound recordings incorporated in the film “Pallavi Anupallavi” which included the sound recording of the song “Naguva Nayana”, the defendant nos.1 and 2 could not have exploited any of the sound recordings incorporated or embodied in the said cinematograph film. Any such act would, *prima facie*, tantamount to infringement of the copyrights of the plaintiff.

#### **COMMON CONCLUSION:**

52. Premised on the aforesaid conspectus, the plaintiff has made out a *prima facie* strong case in its favour and against the defendants in both the suits. Balance of convenience too is in favour of the plaintiff. The plaintiff shall suffer irreparable loss and injury which may not be adequately compensated in case the injunction as prayed for, is not granted.

#### **DIRECTIONS :**

53. In view of the aforesaid observations, analysis and findings, the



following directions are passed:

A. So far IA No.4116/2026 in CS(COMM) No.143/2026 seeking ad interim injunction against the defendant/ILAIYARAAJA is concerned, the same is allowed and the defendant/ILAIYARAAJA is restrained from broadcasting or communicating the songs in the cinematograph films enlisted in para 7 of the plaint through any online music platform including but not limited to Amazon Music, Apple iTunes and JioSaavan during the pendency of the suit or till further orders and as a corollary IA No.6361/2026 of defendant/ILAIYARAAJA seeking vacation of the *ex-parte* order dated 13.02.2026 is dismissed.

B. So far as IA 30776/2025 filed in CS(COMM) No.1130/2025 seeking *ad interim* injunction against defendant nos.1, 2 and 5 are concerned, the *ex parte ad interim* injunction order dated 09.12.2025 passed against the defendant nos.1 and 2 is made absolute and as a corollary IA No.4553/2026 seeking vacation of the *ex-parte* order dated 09.12.2025 is dismissed.

54. The applications are disposed of in view of the above directions.

55. The aforesaid analysis and observations shall not tantamount to any expression of the merits of the suit and are confined only to the consideration for the adjudication of this application.

**CS(COMM) 143/2026 & CS(COMM) 1310/2025**

56. List before the Joint Registrar (Judicial) on 20.08.2026. List before the Court on 29.09.2026.

**TUSHAR RAO GEDELA  
(JUDGE)**

**JULY 01, 2026/rl/aky**