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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	**:**	**30-06-2026**
Pronounced on	**:**	**01-09-2026**

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

OA No. 454 of 2026
and
A No. 2680 of 2026
in
C.S.(Comm.Div.)No.140 of 2026

O.A.No.454 of 2026

Eros Technologies Digital FZE
(formerly known as Eros Digital FZ LLC)
A company incorporated under the laws of the
United Arab Emirates, Represented by its
Authorised Signatory,
Mr.Alagarsamy Mayan,
having its registered office at 112-007 Wework,
8th Floor, Blgd-the offices 4 - One Central,
Dubai World Trade Centre, United Arab Emirates

..Applicant

Vs

1. Ayngaran International Media Private Limited,
   Represented by its Director Mr.Kumarasamy
   Karunamoorthy, 147/11, 3rd Floor, Raiparis
   Trimini Towers, G.N.Chetty Road, T.Nagar,
   Chennai - 600 017.

2. Ayngaran International Films Private Limited,
   Represented by its Director Mr.Kumarasamy
   Karunamoorthy, 147/11, 3rd Floor, Raiparis
   Trimini Towers, G.N.Chetty Road, T.Nagar,
   Chennai 600 017.

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3. Mr.Kumrasamy Karunamoorthy,
   Director, Ayangaran International Media
   Private Limited, 147/11, 3rd Floor, Raiparis
   Trimini Towers, G.N.Chetty Road, T.Nagar,
   Chennai 600 017.

4. Googl LLC, Having Corporate Office at No.3,
   RMZ Infinity Tower E, Old Madras Road, 4th
   and 5th Floors, Bangalore, Karnataka 560 016.
   Having Headquarters at:
   1600 Amphitheatre Parkway, Mountain View,
   California 94043, United State of America.

5. YouTube LLC,
   Having office at:
   Unit No.26, The Executive Center, Level 8,
   DLF Centre, Sansad Marg, Connaught Place,
   New Delhi 110 001
   Having Headquaters at
   901, Cherry Avenue, San Bruno, California
   94066, United States of America.

6. Meta Plaforms, Inc.,
   Having office at
   A212-C, Office No.UG12,
   Tirupati Plaza, Shakarpur,
   New Delhi 110 092
   Having Headquarters at:
   1 Hacker Way, Menlo Park,
   California 94025, United States of America.

7. X Corp.,
   Having Corporate Office at
   B, Old Madras Road, Sadanandanagar,
   Bennigana Halli, Bengaluru, Karnataka 560 016

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Having Headquarters at
1355, Market Street, Suite 900, San Francisco,
California 94103,
United State of America

..Respondent(s)

Prayer in OA No. 454 of 2026

Judges Summon filed under Order XIV Rule 8 of O.S. Rules read with Order XXXIX Rules 1 and 2 of the C.P.C., 1908, praying to grant an ad interim injunction, restraining the 1st, 2nd and 3rd Respondents/ Defendants 1 to 3 and all persons acting through or under them, from in any manner exploiting - including by uploading, streaming, communicating to the public, distributing or monetising the schedule mentioned cinematograph films in any manner whatsoever, pending disposal of the suit.

For Applicant(s): Mr.Nithyaesh Nataraj
For Mr.Vaibhav R Venkatesh

For Respondent(s): Mr.K.Harishankar
(For RR1 to R3)

Mr.Anand.S
(For R4)

A No. 2680 of 2026

Mr.Kumarasamy Karunamoorthy

..Applicant(s)

Vs

1. Eros Technologies Digital FZE(formerly known as Eros Digital FZ LLC) A company incorporated under the laws of the United Arab Emirates, Represented by its authorized representative, Mr.Alagarsarny Mayan, Having

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its registered office at 112-007 Wework, 8th Floor, blgd- the offices 4-One Central Dubai World Trade Centre, United Arab Emirates.

2. Ayngaran International Media Private Limited, Represented by its Director Mr.Kumarasamy Karunamoorthy, 147/11, 3rd Floor, Raiparis Trimini Towers, G.N.Chetty Road, T.Nagar, Chennai - 600 017.

3. Ayngaran International Films Private Limited, Represented by its Director Mr.Kumarasamy Karunamoorthy, 147/11, 3rd Floor, Raiparis Trimini Towers, G.N.Chetty Road, T.Nagar, Chennai 600 017.

4. Googl LLC, Having Corporate Office at No.3, RMZ Infinity Tower E, Old Madras Road, 4th and 5th Floors, Bangalore, Karnataka 560 016. Having Headquarters at: 1600 Amphitheatre Parkway, Mountain View, California 94043, United State of America.

5. YouTube LLC, Having office at: Unit No.26, The Executive Center, Level 8, DLF Centre, Sansad Marg, Connaught Place, New Delhi 110 001 Having Headquaters at 901, Cherry Avenue, San Bruno, California 94066, United States of America.

6. Meta Plaforms, Inc., Having office at A212-C, Office No.UG12, Tirupati Plaza, Shakarpur, New Delhi 110 092

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Having Headquarters at:
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Having Corporate Office at
B, Old Madras Road, Sadanandanagar,
Bennigana Halli, Bengaluru, Karnataka 560 016
Having Headquarters at
1355, Market Street, Suite 900, San Francisco,
California 94103,
United State of America

..Respondent(s)

Prayer in A No. 2680 of 2026

To refer the parties to arbitration under Section 45 of the Arbitration and Conciliation Act, 1996 in terms of the Arbitration Clause No.18 contained in the Deed of Assignment dated 23.03.2018.

For Applicant(s): Mr.K.Harishankar

For Respondent(s): Mr.Nithyaesh Nataraj
For Mr.Vaibhav R Venkatesh
(For R1)

Mr.Anand.S
(For R4)

COMMON ORDER

The Original Application in O.A.No.454 of 2026 has been filed to grant an ad interim injunction, restraining the 1st, 2nd and 3rd Respondents/ Defendants 1 to 3 and all persons acting through or under them, from in any manner exploiting - including by uploading, streaming, communicating to the public,

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distributing or monetising the schedule mentioned cinematograph films in any manner whatsoever, pending disposal of the suit.

2. The Application in A.No.2680 of 2026 has been filed to refer the parties to arbitration under Section 45 of the Arbitration and Conciliation Act, 1996 in terms of the Arbitration Clause No.18 contained in the Deed of Assignment dated 23.03.2018.

3. Heard both sides.

4. Considering the fact that this Court is dealing with the injunction as prayed for by the plaintiff, as also the claim of the defendant to refer the parties for arbitration under Section 45, the parties are referred to as per the rank in the plaint.

5. The learned counsel for the plaintiff would submit that the plaintiff has a valid title by way of the assignments that originated from the respondents in favour of his predecessor-in-interest. Having assigned their rights, the defendants 1 to 3 have started exploiting the rights that had been assigned by them on various social media platforms, thereby infringing the rights of the applicants. He would further submit that the unlawful exploitation by the defendants had tarnished the commercial value of the assigned rights in favour

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of the plaintiff, resulting in continuous and irreparable injury, loss of revenue and dilution of rights.

6. He would rely upon the various documents, under which, the defendants had granted an assignment in favour of Copsale Limited, which, in turn, had assigned its rights under an agreement in favour of the plaintiff's predecessor under the agreement of transfer and assignments. He would further submit that the attempt by the third defendant to invoke Section 45 of the Arbitration and Conciliation Act to refer the parties to arbitration is only an attempt to defeat the valuable rights of the applicants in getting an order of injunction for the violations done by him through the other respondents. Firstly, he would submit that the applicant and the third defendant are not parties to the arbitration agreement and the suit is a statutory suit for copyright infringement and the issue is not arbitrable.

7. That apart, he would submit that a multi-party suit cannot be split, as admittedly the other parties to the suit have not subscribed to the clause of arbitration. He would further submit that the arbitration agreement would have only to be treated as null and void and not being capable of being performed, and therefore, the suit would only be the course in which *lis* between the parties in respect of the copyrights can be decided.

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8. He would also rely upon the provision of Section 55 of the Copyright Act for maintaining a Civil Suit as against the infringing party and, therefore, seeks dismissal of the Section 45 application.

9. Countering his arguments, Mr.K.Harishankar, learned counsel appearing for the respondents 1 to 3 in O.A.No.454 of 2026 would file an application under Section 45 of the Arbitration and Conciliation Act, would refer to Clause 18 of the Assignment Agreement and submit that the arbitration clause in the initial Assignment Agreement by the defendants would bind the plaintiff, who is a subsequent assignee from the assignee of the rights by the defendants. He would further submit that the deed of assignment, had not only executed by Ayngaran International Limited, but also includes its group and affiliated companies, namely, defendants 1 and 2, and the third defendant is not only a Director in the assignor company, but also in respect of the first and second defendants.

10. He would further submit that the parties to the agreement have also agreed for an arbitration for resolving the dispute between themselves, and the said arbitration clause would also bind the plaintiff, who is a subsequent assignee from the assignee. He would further submit that the assignor itself was a foreign company and the assignee was also a foreign company, and

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admittedly, the plaintiff is also a foreign company. The clause of arbitration envisages the laws of the United Kingdom to govern the resolution of disputes between the parties, and the suit itself filed by the plaintiff is wholly without jurisdiction and the parties would have to be referred to arbitration.

11. He would further submit that the issue as raised with regard to non-arbitrability by the plaintiff cannot be gone into by the Court, while dealing with the application under Section 45, and what could be seen by this Court is that the Court could render a *prima facie* finding that the said agreement is null and void, inoperative or incapable of being performed.

12. He would further submit that the reference to Section 55 cannot be extended to this case, as the civil remedies available under Section 55 would be more against the third party and against the interim parties in an agreement of assignment. The civil remedies can also be through an alternative Dispute Resolution Forum as agreed between the parties and in that regard, he would submit that the parties could be referred to the process of arbitration, which is the effective and speedy remedy. Hence, he prays this Court to refer the parties to arbitration.

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13. I have considered the submissions made by the learned counsel appearing on either sides and perused the materials available on record.

14. Admittedly, the plaintiff's right over the suit schedule movies arises out of an assignment agreement with a third party, who was, in turn, an assignee in succession from the assignment granted by one Ayngaran International Limited, which was also on behalf of its group companies.

15. It is true that Section 55 provides for a civil remedy in an infringement of a copyright. There can be no doubt that the civil remedy can also be by a process of arbitration, as arbitration is in the form of alternative dispute resolution between the parties, and if agreed between them, the plaintiff claims to be a copyright holder by way of an assignment of the copyrighted works of a third party, who is none other than defendants 1 and 2, the rights of which have been assigned as early as in the year 2018 by one Ayngaran International Limited, of which defendants 1 and 2 are former group companies.

16. As contended by the learned counsel for the plaintiff, defendants 1 to 3 cannot be termed as a third party, as in a claim for infringement of a copyright by a licensee/assignee, the owner of the copyright would have to also be made a party necessarily. This is the statutory mandate under the Copyrights Act under Section 56 of the Act.

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17. In that scenario, in an *inter se* dispute of an infringement of copyright by an assignor or the defendants 1 and 2, which form the group company of the assignor, in which a clause of arbitration has been appended, the contention of the learned counsel for the plaintiff that neither the defendants 1 to 3 nor the plaintiff was a party to the arbitration agreement cannot hold water.

18. This Court also do not find any *prima facie* evidence that the said agreement is null and void, inoperative, or incapable of being performed. If the said agreement was a null and void agreement, the plaintiff cannot have any right to sue the defendants, as their right over the said copyright works by way of an assignment agreement by an assignee in succession to the assignment agreement executed by Ayngaran International Limited on behalf of defendants 1 and 2 would itself fail. It is also to be noted that the said assignment agreement had been executed by the third defendant on behalf of Ayngaran International Limited.

19. Similarly, if the agreement is incapable of being performed, again the suit for an infringement itself would fall within the mischief of no cause of action for the plaintiff to initiate the suit.

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20. For the aforesaid reasons, this Court is of the view that the parties to the suit could be only referred to the process of arbitration, in view of the mandate given under Section 45 of the Arbitration and Conciliation Act.

21. Accordingly, the application in A.No.2680 of 2026 is allowed and Original Application in O.A.No.454 of 2026 is dismissed. As a sequel, the Registry is directed to strike off and return the plaint. No costs.

01-09-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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K.KUMARESH BABU J.

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