2026:MHC:942

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 03.02.2026	Pronounced on : 06.03.2026

CORAM

THE HON'BLE MR JUSTICE C.V. KARTHIKEYAN

AND

THE HON'BLE MR JUSTICE K. KUMARESH BABU

OSA No. 206 of 2016

and

OSA No.207 of 2016

Cause title in OSA No.206 of 2016:

Lahari Recording Co. P. Ltd.
Rep. by its
Managing Director,
4th Floor, TTMC, BMTC Building,
Yeshwanthpur Circle,
Yeshwanthpur, Bangalore - 560 022.

..Appellant

Vs.

1. Jain Television (Mala Publicity Service P Ltd)
   No.4 Lady Desikachari Rd,
   Mylaproe, Chennai 600 004.

2. Kavithalayaa Productions Pvt Ltd,
   No.17/A, Karpagambal Nagar, Mylapore,
   Madras - 4

3. K.Muni Kannaiah
   Prop. M/s. Sapthagiri Vidio Movies
   No.3 Gill Nagar, Chennai 600 094.

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..Respondent(s)

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Cause title in OSA No.207 of 2016:

Lahari Recording Co. P. Ltd.
Rep. by its
Managing Director,
4th Floor, TTMC, BMTC Building,
Yeshwanthpur Circle,
Yeshwanthpur, Bangalore - 560 022. ..Appellant

Vs.

1.Jain Satellite Television,
A Unit of Jain Studios Private Ltd.,
Having its Head Office at Jain Studios Campus,
Scindia Villa, Ring Road, Sarojini Nagar,
New Delhi – 110 023.

2.Kavithalayaa Productions Pvt Ltd,
No.17/A, Karpagambal Nagar,
Mylapore, Madras – 4.

3.K.Muni Kannaiah
Prop. M/s. Sapthagiri Vidio Movies
No.3 Gill Nagar, Chennai 600 094.

4.Jain Newspapers Private Ltd.,
Having its Head Office at Jain Studios Campus,
Scindia Villa, Ring Road, Sarojini Nagar,
New Delhi – 110 023.

5.Jain Studios Limited,
Having its office at Mookambigai Complex,
No.4, Lady Desikachari Road,
Mylapore, Chennai – 600 004. ..Respondents

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Prayer in O.S.A.No.206 of 2016: This Appeal filed under Order XXXVI Rule 1 of the Original Side Rules read with Clause 15 of the Letters Patent, prayed to set aside the judgment and decree dated 05.01.2026 passed in C.S.No.1823 of 1994.

Prayer in O.S.A.No.207 of 2016: This Appeal filed under Order XXXVI Rule 1 of the Original Side Rules read with Clause 15 of the Letters Patent, prayed to set aside the judgment and decree dated 05.01.2026 passed in C.S.No.748 of 1997.

For Appellant(s):	Mr.N.Surya Senthil For M/s.Surana and Surana (in both OSAs)
For Respondent(s):	Mr.S.Vijayaraghavan for R1 (in both OSAs) Mr.P.R.Raman, Senior Counsel, For R2 Assisted by Mr.A.Umasankar (in both OSAs) Mr.Kumarapal R.Chopra for R3 (in both OSAs) R4 not ready in notice in OSA No.207 of 2016 R5 – vacated in OSA No.207 of 2016

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COMMON JUDGMENT

(Judgment of the Court was delivered by C.V.Karthikeyan J.)

The plaintiff in C.S.No.1823 of 1994 and C.S.No.748 of 1997 aggrieved by the common judgment and decree dated 05.01.2016 of the learned Single Judge of this Court has filed these two appeals.

2.C.S.No.1823 of 1994 had been filed by the plaintiff, Lahari Recording Co. P. Ltd., against the three defendants namely, Jain Television – (Mala Publicity Service P.Ltd.) and M/s.Kavithalayaa Productions (Private) Limited and K.Muni Kannaiah, Proprietor M/s.Sapthagiri Video Movies seeking a judgment and decree granting permanent injunction restraining the defendants from infringing the copyright of the plaintiff over the Telugu version of the movie Roja by telecasting the same through its satellite network and for costs of the suit.

3.C.S.No.748 of 1997 had been filed by the same plaintiff, Lahari Recording Co. P. Ltd., against five defendants namely, Jain Satelite Television, Kavithalayaa Productions Private Limited, Muni Kannaiah, Proprietor M/s.Sapthagiri Video Movies and Jain Studios Limited seeking a judgment and decree against the defendants directing them to pay to the plaintiff a sum of Rs.1/- crore together with interest and costs.

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C.S.No.1823 of 1994:

4.It had been contended in the plaint that the plaintiff had obtained sole and exclusive rights for dubbing/remaking into Telugu language the film Roja in Cinemascope, written and directed by Mani Rathnam. The plaintiff claimed that they had obtained the rights from the 2nd defendant by an instrument dated 16.06.1992. The 2nd defendant as producers of the film were the original copyright owners. The plaintiff claimed that they had paid consideration of Rs.34,50,000/- for a period of 25 years from 16.06.1992 in respect of the areas including entire Andhra Pradesh, Ceded Districts (Rayalaseema), Nizam, Coastal Andhra and Orissa. The plaintiff claimed that they had not parted with any of their rights to any other individual. The plaintiff had dubbed the said picture into Telugu at huge cost and released the same only in certain of the areas allotted to it. The plaintiff came across an announcement made by the defendant on 06.12.1994 that they are going to telecast the Telugu version of the Tamil film Roja through their satellite network on 10.12.1994. The plaintiff contended that the defendant had no manner of right to telecast the said picture as the plaintiff had not parted with the rights of exhibition of the picture to anybody. The plaintiff issued a telegraphic notice calling upon the defendant not to telecast the said picture. It was under those circumstances that the suit had been filed seeking permanent injunction.

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5.The 1st defendant / Jain Television (Mala Publicity Service P. Ltd. had filed a written statement denying and disputing the claim of the plaintiff. They claimed that the plaintiff had only theatrical rights in Andhra Pradesh but had not acquired satellite rights. They claimed that the satellite right for entire Asian Region including Andhra Pradesh had been obtained by them by agreement dated 02.12.1994 executed by the 3rd defendant for the period 02.12.1994 to 01.12.1995 for a consideration of Rs.3,20,000/-. It was contended that therefore the plaintiff had no right to seek injunction against the defendant from telecasting the said movie or from broadcasting the said movie in extraterritorial orbit and beam down a microwave signal through satellite antennae and rebroadcast in the contracted territories. It was therefore claimed that the suit should be dismissed.

6.The 2nd defendant filed a written statement claiming that the plaintiff was granted the sole and exclusive right for dubbing and remaking the movie Roja for a period of 25 years. The plaintiff was also granted the right to sub-lease the said right including the 16mm rights for the Telugu dubbed version. The plaintiff was also entitled to exploit the Telugu dubbed version through television in Andhra Pradesh. It was contended that the agreement did not contemplate exhibition or distribution of the Telugu dubbed version of the movie through satellite. It was also contended that the plaintiff had entered into

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an agreement with the 3rd defendant granting rights to exploit the movie through video cassettes. It was stated that the plaintiff had acted in excess of the rights granted. It was contended that the 3rd defendant had however informed that the movie had already been telecast once through the 1st defendant's network. The 2nd defendant by agreement dated 19.12.1994 assigned to the 3rd defendant the right to dub and telecast through satellite television the movie Roja in Telugu for two times only. It was contended that however the plaintiff is not entitled for injunction restraining any of the defendants from acting in accordance with the rights granted in their agreements. It was therefore contended that the suit should be dismissed.

7.A reply statement was filed by the plaintiff reiterating the fact that they had been granted rights to dub the film Roja. They claimed that the person who had the dubbing rights could also termed as the producer of the dubbed version of the film and that they had the full right over the film. It was contended that, therefore, the plaintiff should be deemed to be the producer of the Telugu version. They also held the Censor Certificate in their name reflecting that the plaintiff was the producer of the Telugu film Roja and had the absolute rights over the same. The plaintiff denied the allegations made in the written statement of the 1st and 2nd defendants and therefore contended that the suit should be dismissed.

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C.S.No.748 of 1997:

8.The plaintiff Lahari Recording Co. P. Ltd. contended that the 2nd defendant, Kavithalayaa Production Private Ltd., was the producer and absolute owner of the copyright and other rights in respect of the film Roja Tamil, Colour in Cinemascope, written and directed by Mani Rathnam. The plaintiff claimed that they had entered into an agreement with the 2nd defendant on 16.06.1992, whereby they were granted the sole and exclusive right over dubbing/remaking right of the said Tamil film Roja into Telugu language and exploit the Telugu version for a period of 25 years. They also paid a huge consideration. It was also contended that the 2nd defendant had agreed to give to the plaintiff an irrevocable lab authorisation letter to utilize the mother negative for Telugu dubbing / remaking of the said movie. It was also stated that the plaintiff had dubbed the movie into Telugu and had also released the same in some of the areas allotted to it. The plaintiff then came to know that the 1st defendant had projected that they would telecast the Telugu version of the Tamil film Roja through their satellite network on 10.12.1994. In this connection, seeking permanent injunction, the plaintiff had filed C.S.No.1823 of 1994 restraining the defendant from infringing the right of the plaintiff. It was contended that the 1st defendant however evaded receipt of notice and summons from the Court. Claiming that the plaintiff had suffered damages for unlawful telecast of the movie by the defendants, the suit had been filed seeking a sum of Rs.1/- crore from the defendants together with interest and costs.

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9.The 2nd defendant M/s.Kavithalayaa Productions Private Ltd., filed a written statement stating that the plaintiff was granted right to dub/remake the Tamil film Roja into Telugu and to distribute, exhibit and exploit the same in the territory of Andhra Pradesh and Orissa for a period of 25 years by agreement dated 16.06.1992. It was contended that the plaintiff can exploit the Telugu dubbed version in television in Andhra Pradesh alone. It was further contended that satellite television rights were not granted to the plaintiff. It was also contended that the plaintiff had dubbed the film into Telugu and had also exploited it by granting right to the 3rd defendant to exploit the movie through video cassettes. The 2nd defendant further contended that they had entered into an agreement with the 3rd defendant on 19.12.1994 granting rights to telecast the Telugu dubbed movie for just two occasions. It was further contended that the plaintiff can never claim that they are the absolute owners of all copyright in the Telugu dubbed version of the movie Roja. It was contended that the defendant was not liable for damages as claimed by the plaintiff.

10.The 4th and 5th defendants also filed their written statement claiming that the cause of action of the suit arose on 09.12.1994 and 10.12.1994 when the Telugu dubbed version of the movie Roja was telecasted through satellite television and that the suit instituted in the year 2000 was barred by limitation. It was contended that the plaintiff themselves had admitted that they had only limited copy right ownership with regard to the Telugu dubbed version of the

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film Roja. They further contended that the said defendants had the exclusive satellite television right which included the right to broadcast the movie in extraterritorial orbit and beam down a microwave signal through satellite antennae. It was contended that the defendants are not obliged to pay damages to the plaintiff much less the damages claimed in the plaint. It was therefore stated that the suit should be dismissed.

11.A reply statement was filed by the plaintiff again reiterating that in accordance with the agreement with the 2nd defendant, they should be termed as the producers of the Telugu dubbed version of the Tamil movie Roja. It was contended that therefore they had acquired exclusive rights for telecasting Telugu movie Roja in the areas assigned in the agreement. It was contended that in violation of their rights, the movie was telecasted in the television on 09.12.1994 and 10.12.1994. It was contended that the defendants are therefore liable to pay damages which had been quantified by the plaintiff at Rs.1/- crore together with interest and costs.

12.On the basis of the pleadings, the following issues were framed in C.S.No.1823 of 1994:

> *"1. Whether the plaintiff's copyrights are confined only to dubbing and remaking of the film "ROJA" in Telugu in the area of Andhra Pradesh?*

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2. Whether the plaintiff has any satellite rights specifically assigned to it?

3. Whether the plaintiff is entitled to assert in the absence of satellite rights in its favour that the defendant has infringed its copyrights?

4. Whether the plaintiff is entitled to the relief of permanent injunction?

5.To what relief the plaintiff is entitled?"

13.The following issues were framed in C.S.No.748 of 1997:

"1. Whether the plaintiff is the sole and absolute owner of the negative rights and all other copyrights including satellite rights, in respect of the Telugu version of the film "ROJA"?

2. Whether the nature of copyright acquired by the plaintiff under the agreement with the second defendant dated 16.06.1992 was only the theatrical right?

3. Has the first defendant acquired satellite rights in respect of the Telugu version of the film "ROJA"?

4. Whether the suit claim is barred by limitation insofar as the fifth defendant is concerned?

5. Whether the defendants caused loss to the plaintiff by telecasting the Telugu version of the film "ROJA"?

6. Whether the defendants are liable to pay the plaintiff a sum of Rs.1,00,00,000/- as damages with interest?

7. Whether the plaintiff is entitled to the reliefs sought for?

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14.Joint trial was conducted in both the cases and C.S.No.1823 of 1994 was taken as the lead case.

15.During trial, on the side of the plaintiff, the Managing Director of the plaintiff was examined as PW-1 and Exs.P1 to P27 were marked. The defendants did not adduce oral evidence. They marked Exs.D1 and D2 during cross examination of PW-1.

16.Among the documents filed on behalf of the plaintiff, Ex.P1 dated 16.06.1992 was the agreement between the plaintiff and the 2nd defendant, Ex.P2 was the certificate granted by the Central Board of Film Certification and Ex.P3 was the Clearance Certificate from the Film Publicity Clearance Committee of South Indian Film Chamber of Commerce, both documents dated 20.11.1992. Ex.P4 dated 25.01.1993 was the agreement between the plaintiff and the 3rd defendant. The letter issued by the Central Board of Film Certification to the plaintiff dated 13.11.1992 was marked as Ex.P12 and the letter issued by the plaintiff to the Central Board of Film Certification enclosing authorisation issued by the 2nd defendant was marked as Ex.P13. The letters from the counsel for the plaintiff enclosing notices were marked as Exs.P16 to P19. The notice issued to the 1st, 4th and 5th defendants was marked as Ex.P25 and the notice to the 2nd defendant was marked as Ex.P26.

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17.The agreement between the 2nd defendant and 3rd defendant dated 19.12.1994 was marked as Ex.D1 and the agreement between the 4th defendant and 3rd defendant dated 30.09.1994 was marked as Ex.D2.

18.On consideration of the oral and documentary evidence, the learned Single Judge held Issue Nos.1 and 3 in C.S.No.1823 of 1994 and Issue Nos.2 and 3 in C.S.No.748 of 1997 against the plaintiff. This effectively meant that it was held that the plaintiff did not have satellite rights assigned specifically and therefore, cannot claim that the defendants have infringed its copyright. It would further indicate that the learned Single Judge had held that the only copyright acquired by the plaintiff was theatrical rights and that the 1st defendant had acquired the satellite rights of the Telugu version of the Tamil film Roja. With respect to Issue No.1 in C.S.No.1823 of 1994, the learned Single Judge held that the theatrical right of the plaintiff for the Telugu dubbed version of the film Roja had not been infringed by the defendants. With respect to the issue of limitation, it was held that the 5th defendant was impleaded within three years from the date of the suit and therefore, the suit was not barred by the limitation so far as the 5th defendant is concerned. With respect to Issue No.4 in C.S.No.1823 of 1994 namely, whether the plaintiff was entitled to the relief of permanent injunction, the learned Single Judge held that the plaintiff was not entitled for the relief of permanent injunction. With respect to Issue No.1 in C.S.No.748 of 1997, it was held that the plaintiff was not entitled for damages

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as claimed by them. With respect to issue No.6 in C.S.No.748 of 1997 it had been held that since the plaintiff had not been assigned with satellite right they do not have any cause of action to file the suit.

19.In view of the above findings, it had been held with respect to Issue No.5 in both the suits that the defendants had not caused any loss to the plaintiff and that the plaintiff was not entitled for any relief in the suits. Holding as above, the learned Single Judge dismissed the two suits with costs.

20.Challenging the said judgment and decree, the plaintiff had filed the present two appeals.

21.Heard arguments advanced by Mr.N.Surya Senthil, learned counsel for the appellant in both the appeals, Mr.P.R.Raman, learned Senior Counsel assisted by Mr.A.Umasankar, for the 2nd respondent, Mr.S.Vijaya Raghavan, learned counsel for the 1st respondent and Mr.Kumarapal R. Chopra learned counsel for the 3rd respondent.

22.It is the contention of Mr.N.Surya Senthil, learned counsel for the appellant that the appellant had entered into an agreement dated 16.06.1992, with the 2nd respondent, M/s.Kavithalayaa Productions Private Ltd., for exclusive rights for dubbing/remaking into Telugu language the film Roja in

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Cinemascope, written and directed by Mani Rathnam. The learned counsel contended that by this agreement, the appellant had acquired the sole and exclusive right to distribute the same movie in the areas of entire Andhra Pradesh, Ceded Districts (Rayalaseema), Nizam, Coastal Andhra and Orissa for a period of 25 years from the date of the agreement. It was also pointed out by the learned counsel that, as consideration, the appellant had paid a sum of Rs.34,50,000/-. It was further contended by the learned counsel that the appellant had dubbed the said movie into Telugu and therefore, has to be considered as the copyright holder of the Telugu dubbed version of the Tamil film Roja.

23.The learned counsel contended that recognizing that fact, the Central Board of Film Certification had also issued a certificate for unregistered public exhibition under Ex.P2 dated 20.11.1992 and the Film Publicity Clearance Committee of the South Indian Film Chamber of Commerce had also issued clearance certificate under Ex.P3 on 20.11.1992. The learned counsel pointed out the definition of first owner of copyright as stipulated under Section 17 of the Copyright Act, 1957, according to which, in the case of cinemascope film made for valuable consideration at the instance of any person, such person shall be the first owner of the copyright. The learned counsel argued that in the case of cinematograph film this would effectively mean it was the producer at whose instance the film was made and who had paid consideration for the production of the said film who could be termed as the first owner of the copyright.

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24.In this connection, the learned counsel pointed out that the appellant had dubbed the Tamil film Roja into Telugu at substantial cost and contended that therefore with respect to the Telugu dubbed version, the plaintiff was the first owner of the copyright. The learned counsel further pointed out that, as the owner of the copyright, the appellant acquired rights to assign the copyright under Section 18 of the Act and also to exercise the right to seek injunction for infringement of such copyright.

25.The learned counsel argued that the right acquired by the appellant cannot be restricted to or limited to only theatrical exhibition of the Telugu dubbed movie but also against any other form of exploitation of the Telugu dubbed movie. He pointed out that the 1st respondent had exploited the movie in satellite television in the area for which theatrical rights had been granted to the appellant and therefore, pointed out that the appellant was entitled to seek injunction restraining infringement of the right acquired by it and argued that the learned Single Judge had misdirected himself in refusing to grant the relief sought. The learned counsel therefore urged that the judgment under appeal should be set aside and the suit should be decreed and the appeal should be allowed.

26.Mr.P.R.Raman, learned Senior Counsel for the 2nd respondent / Kavithalayaa Productions (Private) Ltd., stated that the appellant had indeed

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been granted the right under the agreement dated 16.06.1992 by the 2nd respondent to dub or to remake in Telugu language the Tamil movie Roja, but the right was restricted to the areas specified in the agreement and more importantly, only to exploit that version in theatres in such areas. The learned Senior Counsel very fairly pointed out that the respondents have never objected to the appellant exploiting such right. He further however pointed out that as producer of the Tamil movie the 2nd respondent alone had the right to assign the copyright to anybody they prefer and in this manner they had assigned the rights to exploit the satellite television rights, independently to the 1st respondent.

27.It was contended by the learned Senior Counsel that the theatrical and the satellite rights are two distinct and separate rights, which the 2nd respondent had acquired as producers of the movie and they could be assigned independent of each to different entities and to different individuals for separate considerations. He therefore asserted that the rights of the appellant had been restricted to theatrical rights of the Telugu dubbed version of the Tamil movie Roja. The suit claiming a restraint on the respondents from exploiting the Telugu dubbed version in satellite television will necessary have to fail and such injunction cannot be granted. The learned Senior Counsel therefore asserted that, it would only follow that damages cannot also be granted to the appellant.

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28.Mr.S.Vijaya Raghavan, learned counsel pointed out that the 1st respondent had acquired the satellite right of Telugu dubbed version of Roja and argued that the said right is independent of the theatrical rights obtained by the appellant. The learned counsel asserted the right of the 1st respondent to exploit the satellite rights in accordance with the agreement granted to it under Ex.D1 dated 19.12.1994. The learned counsel pointed out that consideration had also been paid to the 2nd respondent for assigning such rights. He pointed out that the learned Single Judge had considered all factors and had correctly dismissed the suit and argued that the said judgment does not warrant any interference.

29.Mr.Kumarapal R. Chopra, learned counsel for the 3rd respondent contended that the 3rd respondent had acquired rights from the appellant under Ex.P4 dated 25.01.1993 and stated that the 3rd respondent had acted only within the terms of such agreement. The learned counsel contended that the appellant had a right to assign the theatrical rights to the 3rd respondent and insisted that the said rights acquired by the 3rd respondent should not be curtailed by the Court.

30.We have carefully considered the arguments advanced and perused the material records.

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31.The following points arise for consideration:

"i).Whether the appellant to whom admittedly the theatrical rights in the Telugu dubbed version of the Tamil film Roja had been assigned by the 2nd respondent can claim injunction restraining the 1st respondent from exploiting the satellite rights of the Telugu dubbed version of the said film Roja?

ii)Whether by exploiting the satellite rights of the Telugu dubbed version of the Tamil film Roja assigned to it, the 1st respondent had infringed upon the copyright of the appellant with respect to the said film?

iii)Whether the appellant is entitled for the relief of permanent injunction against the respondents and whether the respondents are liable to compensate by way of damages if any infringement is held to have been caused by them to the appellant?"

32.Since the pleadings and evidence in the two suits overlap, all the three points are taken together for discussion and determination.

33.The appellant had instituted two suits, the first one in C.S.No.1823 of 1994 seeking permanent injunction restraining the respondents from exploiting

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the Telugu dubbed version of the Tamil film Roja through satellite television and the second suit in C.S.No.748 of 1997 seeking damages for infringement of the rights of the appellant.

34.The appellant had laid the suits on the basis of an agreement marked as Ex.P1 dated 16.06.1992 entered into by them with the 2nd respondent, by which agreement they were assigned the right to dub / remake in Telugu the Tamil movie Roja in specific areas for theatrical exhibition. The appellant can claim only the rights assigned under the agreement and cannot claim any further or larger. They had dubbed the movie in Telugu and to that extent can always exploit the Telugu version of the said movie in theatres in the areas specified in Ex.P1 namely, the entire Andhra Pradesh, Ceded Districts (Rayalaseema), Nizam, Coastal Andhra and Orissa. They had paid consideration only to acquire that limited right.

35.The said Tamil film Roja written and directed by Mani Ratnam was produced by the 2nd respondent / M/s.Kavithalayaa Production Private Ltd. Under Section 17 of the Copyright Act, 1957, the person at whose instance for valuable consideration the cinemascope film is made is deemed to be the first owner of the copyright. In common parlance, such individual is called the producer of the film. It is at the instance of the producer for valuable consideration that any movie is made. As the first owner of the copyright, the

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producer has a right to assign the copyright either wholly or in parts. At the time when the Tamil film Roja had been released, there were two separate and distinct rights which could be assigned by the first owner of the copyright namely, exhibition of the movie in theatres and exhibition of the movie via satellite television. The producer can also assign the right to dub / remake of the movie in any other language and even for the dubbed versions, independently theatrical and satellite rights could be assigned to different individuals.

36.In the aforesaid manner, the 2nd respondent had assigned the theatrical rights of the Telugu dubbed version of the Tamil movie Roja to the appellant. The agreement in this regard is very clear on this aspect. The appellant can also exploit the movie in television but cannot telecast it through satellite right. The 2nd respondent had granted that particular right to the 1st respondent, Jain Television – (Mala Publicity Service P. Ltd.). The grievance expressed by the appellant is that the 1st respondent exploited the Telugu dubbed version through satellite television and therefore, they should be injuncted from exploiting such right. As repeatedly pointed out, the rights granted to the appellant for exploitation of the movie in Telugu dubbed version was restricted to exhibit the same in theatres and not via., satellite networks. It is also to be noted that the appellant had violated their terms of the agreement by granting a right to the 3rd respondent to make video cassettes of the Telugu version of the film Roja. This necessitated a separate agreement to be entered into between 2nd and 3rd

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respondents to telecast the Telugu dubbed version for two times only. That was a limited right. The 1st respondent had every right to exploit the movie via., satellite network and the appellant can never object to the same. It is evident that the satellite rights had not been specifically assigned to the appellant under Ex.P1 agreement.

37.In view of the fact that satellite rights had not been granted, the appellant can never seek any relief restraining exploitation of the satellite rights by the 1st respondent to whom such rights had been specifically given by the producer of the movie / 2nd respondent. The arguments of the learned counsel for the appellant that under Section 13(1)(b) of the Copyright Act, 1957 the word "original" had been omitted with respect to cinematograph films, would not take the appellant anywhere. The appellant's rights are restricted only to the right granted by the first owner of the copyright, namely the 2nd respondent. The appellant cannot seek to expand that right any further.

38.In view of the above discussion, we answer the points framed for consideration by holidng that the appellant can never seek injunction against the respondent for exploiting Telugu dubbed version of the Tamil movie Roja via., satellite as the appellant was granted only the right to dub the movie into Telugu and exploit the same in theatres and in television in specific areas stipulated under the agreement, and consequently that the appellant cannot seeking injunction as claimed and cannot also seek damages as sought.

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39.The appeals are therefore stand dismissed with costs.

(C.V.K.,J.) (K.B.,J.)
06-03-2026

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

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C.V.KARTHIKEYAN, J.
AND
K.KUMARESH BABU, J.

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Pre-delivery judgment made in
OSA Nos. 206 & 207 of 2016

06-03-2026