2026:MHC:1440

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment reserved on	**23.02.2026**
Judgment pronounced on	**08.04.2026**

CORAM

THE HONOURABLE MR JUSTICE SENTHILKUMAR RAMAMOORTHY

C.S. No. 362 of 2016
&
C.S. (Comm Div) No.237 of 2022

In C.S. No.362 of 2016

R.Kishore Kumar, Proprietor, Anna Therasa International Films, No.6/36, Arunachalam Road, Saligramam, Chennai-600 093.

... Plaintiff

Vs

1. M/s R.R.Cine Productions, Rep. by its Proprietor, Meeran Malu Mohamed Rafiq, No.6, School 3rd Street, Virugambakkam, Chennai-600 092.

2. Mr.Durairajan @ R.D.Rajan, No.6, School 3rd Street, Virugambakkam, Chennai-600 092.

3. Film and Television Producers' Guild of South India, Rep. by its Secretary, No.B-1, Rams Flat, New NO.19, Old No.5, Jagatheeswaran Street, T.Ngar, Chennai-600 017.

4. Qube, No.42, Dr.Ranga Road, Mylapore, Chennai-600 004.

5. UFO, No.33/1, Wallajah Road, Chetpet, Chennai-600 002.

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6. PXD Prasanth Lab,
Arunachalam Road,Saligramam,
Chennai-600 093.

...Defendants

In C.S.(Comm Div) No.237 of 2022

1. Durairajan @ R.D.Ragan,
S/o. Mr.M.Rajaram,
No.6, School 3rd Street,
Virugambakkam, Chennai-600 092

2. M/s R.R.Cine Products,
Rep. By its Managing Partner,
Durairajan @ R.D.Ragan,
No.6,School 3rd Street,
Virugambakka,
Chennai-600 092. ... Plaintiffs

vs

1. R. Kishore Kumar, Proprietor, Anna
Therasa International Films & Any time
Money Films both having office at No.6/36, Arunachalam Road,
Saligramam, Chennai-600 093.

2. Film and Television Producers'
Guild of South India,
Rep. by its Secretary,
No.B-1, Rams Flat
New No.19, Old No.5,
Jagatheeswaran Street,
T.Nagar, Chennai-600 017.

3. Tamil Film Producers Council,
Rep. by its Secretary, Film Chamber Compound,
4th Floor, No.606, Anna Salai,
Chennai-600 006.

4. Central Board of Film Certification,
Regional Office, Shastri Bhavan,
26, Haddows Road, Chennai-600 006.

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5. Qube, No.42, Dr.Ranga Road,
Mylapore, Chennai 600 004.

6. UFO, No.33/1, Wallajah Road,
Chepauk, Chennai-600 002

7. PXD Prasad Lab,
Arunachalam Road,
Saligramam,
Chennai-600 093 ... Defendants

PRAYER in C.S. No. 362 of 2016: Plaint filed under Order IV Rule 1 of Original Side Rules read with Under Order VII Rule 1 of CPC and read with Under Section 55 and 62 of the Indian Copyright Act 1957, prays to pass a judgment and decree:

a. Declaration of copyright to declare that the plaintiff is the Author, Creator and sole copyright owner of the film "MANI" and censored as "MONEY" by the 1st defendant, starring Nithin Sathiya, Gayathiri, Yogi Babu, Mono Bala, etc.

b. Permanent Injunction restraining the Defendants 1 & 2 and 4 to 6 their men, agent, servant, etc. from in any manner infringe the copyright of the film produced by the plaintiff by releasing the same under the tile "MANI" and censored as "MONEY" by the 1st defendant, starring Nithin Sathiya, Gayathiri, Yogi Babu, Mono Bala, etc. by way of any other mode like Qube, UFO, PXD, etc.

PRAYER in C.S.(Comm Div) No.237 of 2022: Plaint filed under Order IV Rule 1 of Madras High Court Original Side Rules read with Under Order VII Rule 1 of CPC and read with under Sections 55 and 62 of the Indian Copyright Act 1957, prays to pass a judgment and decree in favour of the plaintiff against the defendants:

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A. to declare that the Tamil Feature Film "Dhadha" allegedly produced by the 1st Defendant is the replica of the 2nd Plaintiff's Tamil Feature Film "Mani @ Money"

B. For permanent injunction restraining 1st Defendant, his servants and agents from releasing or assigning the rights of the Tamil feature film "Dhadha" and from their committing any act of infringement or conversion of the 2nd Plaintiff's copyright in the film "Mani @ Money",

C. Direct the Defendants to pay the cost of the suit.

In C.S.No.362 of 2016

For Plaintiff:	Mr. T. Thiageswaran for M/s Waraon & Sai Rams
For Defendants:	Mr. Krishna Ravindran for M/s Vijaya Boss for D1 to D3 D4, D5 & D6 served on 18.07.2016, 21.07.2016 & 15.07.2016

In C.S.(Comm Div) No.237 of 2022

For Plaintiffs:	Mr.Krishna Ravindran for M/s Vijaya Boss
For Defendants:	Mr.T.Thiageswaran for M/s Waraon & Sai Rams for D1 D2 to D7 set ex parte on 20.09.2023

COMMON JUDGMENT

C.S. No. 362 of 2016 was filed by R. Kishore Kumar, Proprietor, Annai Therasa International Films (Kishore Kumar) against M/s R.R. Cine Productions (R.R. Cine Productions) and 5 others. The relief

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claimed is for a declaration that the plaintiff is the author, creator and sole copyright owner of the cinematographic film "MANI", which was censored as MONEY by the first defendant and starring Nithin Sathiya, Gayatri, Yogi Babu, Mono Bala, etc., and for a permanent injunction restraining defendants 1, 2, 4 to 6 from directly or indirectly infringing the copyright in the film by releasing the same under the title "MANI".

2. A cross suit was filed by Durairajan and R.R. Cine Productions against Kishore Kumar and 6 others. This suit was numbered as C.S. (Comm. Div.) No.237 of 2022. The relief claimed in this suit is for a declaration that the Tamil feature film "DHADHA" allegedly produced by the 1st defendant is a replica of the 2nd plaintiff's Tamil feature film "MANI alias MONEY". The plaintiffs have also sought for a permanent injunction to restrain the first defendant from releasing or assigning the rights of the Tamil feature film "DHADHA" and from committing any act of infringement or conversion in respect of the film MANI alias MONEY. Because cross suits were filed, parties are referred to by name in the remainder of this judgment, wherever possible, to avoid confusion.

Pleadings

3. In the plaint in C.S. No. 362 of 2016, Kishore Kumar asserts that he is the sole author, creator and copyright owner of the story, screenplay and dialogue of the film "MANI", and that he directed the

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film. It is also stated that the plaintiff had approached Durairajan, who is an editor by profession, for the purpose of editing the film. During the course of editing, it is stated that Durairajan stated that Meeran Malu Mohamed Rafiq (Rafiq), proprietor of the first defendant, is willing to purchase the film produced by the plaintiff and had agreed to promote the film by issuing advertisements. On the basis of the assurance given by Durairajan, Kishore Kumar states that he issued a letter transferring only the title of the film to Rafiq, Proprietor, R.R. Cine Productions. However, it is stated that R.R. Cine Productions and Durairajan conspired and issued an advertisement in the Dinathanthi on 10.11.2015 suppressing the name of Kishore Kumar as the producer and instead showing the name of R.R. Cine Productions as producers and Durairajan as the director. In those circumstances, it is stated that Kishore Kumar complained to the Tamil Film Producers Council, which reversed the transfer of title and confirmed the title "MANI" in the name of Kishore Kumar under letter dated 02.02.2016. Kishore Kumar also states that the South Indian Film Chamber of Commerce issued a certificate dated 16.05.2016 to the Regional Officer, Central Board of Film Certification (CBFC) certifying that Kishore Kumar had registered the title 'MANI". It is also stated that the South Indian Film Chamber of Commerce had issued publicity clearance certificate dated 19.03.2016 in respect of the film "MANI".

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4. According to Kishore Kumar, R.R. Cine Productions and Durairajan fraudulently misused the earlier certificate issued by the Film and Television Producers' Guild of South India and obtained a censor certificate from the CBFC for the film produced and directed by him. Such certificate was issued by referring to the movie as MONEY. Therefore, Kishore Kumar contends that the first and second defendants have infringed the plaintiff's copyright in the movie.

5. A written statement was filed in response by Durairajan. He asserts therein that he is a partner of R.R. Cine Productions along with Rafiq. Therefore, he states that he is also filing the written statement on behalf of the partnership firm. Durairajan states that Kishore Kumar did not plead in the plaint as to when the production of the film commenced and as to when such production was completed. According to him, he approached Rafiq for investments in relation to the production of the film and that Rafiq agreed to provide such assistance. Accordingly, it is stated that Rafiq and Durairajan initiated the production of the film by engaging artists, a lyricist, music director, camera man and art director, etc. to whom remuneration was paid. According to Durairajan, he allowed Kishore Kumar to receive the agreement in his name on account of inexperience in the production field.

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6. Because Kishore Kumar offered to transfer the title of the film MANI, it is stated that R.R. Cine Productions and Durairajan jointly paid a sum of Rs.2 lakhs to Kishore Kumar on 28.10.2015 and that he issued a letter to the Tamil Film Producers Council requesting that the title of MONEY be transferred to R.R. Cine Productions. Durairajan further states that the Film and Television Producers' Guild of South India issued a certificate. After adverting to the false complaint lodged by Kishore Kumar against him, Durairajan states that the censor certificate was obtained from the CBFC on 09.05.2016 after the production and post direction work was completed. Durairajan states that R.R. Cine Productions has invested a sum of Rs.1 crore for production and post-production expenses and that the movie is ready for being released. An adoption memo was filed in February 2018 by R.R. Cine Productions adopting the written statement of Durairajan.

7. Considering the above pleadings, the following issues were framed in C.S. No.362 of 2016 on 06.09.2019:

> *"(i) Whether the plaintiff is entitled to get declaration of copyright to declare that the plaintiff is the Author, Creator and sole copyright owner of the film "MANI" and censored as 'MONEY" by the first defendant, starring Nithin Sathiya, Gayathiri, Yogi Babu, Mono Bala, etc.?*

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(ii) Whether the plaintiff is entitled to permanent injunction restraining defendants 1 & 2 and 4 to 6 their men, agent, servant, etc., from in any manner infringe the copyright of the film produced by the plaintiff by releasing the same under the title 'MANI" and censored as "MONEY" by the first defendant, starring Nithin Sathiya, Gayathiri, Yogi Babu, Mono Bala, etc.?

(iii) Whether the plaintiff is entitled to get the cost of the suit and any other relief or reliefs in the circumstances of the case?"

8. In the plaint in C.S.(Comm. Div.) No.237 of 2022, it is stated that Durairajan is a music director by profession. According to him, many of his music concerts were organised by one Mr.Periyasamy, who is the cultural president at Bharathi Tamil Sangam at Bahrain. The said Periyasamy introduced Rafiq and Mr. Raju to Durairajan. They informed him that they are interested in producing Tamil films. He also states that Rafiq had started a production company in the name and style of R.R.Cine Productions, which was originally a proprietary concern. He states further that he completed the script of the movie MONEY in December 2014. Thereafter, it is stated that a professional services agreement was entered into with R.R. Cine Productions and that Durairajan agreed to provide services as the director and music director. It is also stated that a sum of Rs.2 lakhs was received by Durairajan as advance from the partnership firm.

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9. It is further stated in said plaint that Mr.S.Benjamin was appointed as the production manager under agreement dated 31.03.2015 and that one Rajasekar was appointed as the cinematographer under professional services agreement dated 02.04.2015. Durairajan also states that Mr.D.Vinoth was appointed as the editor under professional services agreement dated 02.04.2015. Reference was made to other artists with whom agreements were entered into. Because Rafiq was not able to concentrate on the proprietary concern, it is stated that such concern was converted into a partnership firm and both Durairajan and Rafiq became the partners therein. According to him, a grand pooja was held on 17.07.2015. In relation to the first day's shooting, it is stated that shooting continued on a day-to-day basis and that receipts and vouchers were issued between 17.07.2015 and 02.11.2015.

10. It is also stated in the plaint that Kishore Kumar is well known to Durairajan and that he had approached Durairajan to engage him for assistance in the production of the film. It is further stated that the last day of shooting was held on 10.11.2015 and that Mr.D.Vinoth, editor, received the entire footage of the movie on 15.11.2015 and handed over the hard disk to Durairajan. It is asserted that Kishore Kumar swindled a sum of Rs.35 lakhs and absconded when questioned about the same. Reference was made to confirmation letter dated 24.01.2017 to M/s Mass

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Audios and Durairajan for distribution of the audio CD of the movie, and it is also stated that the suit was triggered by the advertisement for a film named 'DHADHA', which is a copy of the film 'MONEY'.

11. A written statement was filed in response by Kishore Kumar. He reiterated therein that he is the sole author, creator and copyright owner of the story, screenplay and dialogue of the film MANI. He also stated that he directed the film. He admits that he changed the title of the film as DHADHA and obtained the CBFC certificate on 03.11.2020. Kishore Kumar denies that R.R. Cine Productions is a partnership firm.

Evidence

12. In C.S.No.362 of 2016, the trial commenced on 27.09.2019. Kishore Kumar examined himself as PW1. In course of his examination-in-chief, 38 documents were exhibited as Exs. P1 to P38. Mr.R.H.Ashok was examined as PW2. During the examination-in-chief of PW2, two documents were exhibited as Exs.P39 and 40. Mr.K.K.Vijayagopalan was examined as PW3 and Ex.41 was marked through him. Mr.Karthik Krishnan was examined as PW4. Mr.Power Siva was examined as PW5. Each witness was cross-examined by learned counsel for Durairajan and R.R. Cine Productions. Durairajan was examined as DW1 in Kishore Kumar's suit. In course of his examination-in-chief, 52 documents were exhibited as Exs.D1 to D52. DW1 was cross-examined by learned counsel

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for Kishore Kumar. Mr.Murugan was examined as DW2 and his ID proof was exhibited as Ex.D53. Mr.D.Vinod was examined as DW3 and his ID proof was exhibited as Ex.D54.

13. In C.S.(Comm. Div.) No.237 of 2022, the trial commenced on 27.08.2024. Durairajan was examined as PW1 and Exs. P1 to P51 were exhibited during the examination-in-chief. The cross-examination by learned counsel for Kishore Kumar in C.S. No.362 of 2016 was adopted and recorded as the cross-examination of PW1 in the later suit. Kishore Kumar was examined as DW1. During his examination-in-chief, 51 documents were exhibited as Exs.D1 to D51. During his cross-examination, about 188 questions were put to him. Much of the cross-examination in the earlier suit is mirrored, but for a few additional questions relating to the film titled “DHADHA”.

14. Because most of the exhibits are common, in order to avoid confusion, references are made in this judgment to exhibits marked in C.S. No.362 of 2016.

Counsel and their contentions

15. Oral arguments on behalf of Kishore Kumar were advanced by Mr.Thiageswaran, learned counsel. Oral arguments on behalf of

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Durairajan and R.R. Cine Productions were advanced by Mr. Krishna Ravindran, learned counsel. Parties filed written arguments, including additional written arguments by counsel for Kishore Kumar.

16. Mr.Thiageswaran submitted that both documentary and oral evidence was adduced by Kishore Kumar to establish that he produced the movie MANI alias MONEY by engaging several artists. He also pointed out that five witnesses were examined in support of Kishore Kumar's claims. In particular, he referred to Exs. P2 to P5 to contend that agreements were entered into in relation to lyrics, art direction and dance. He also pointed out that agreements were entered into with the comedian, hero, heroine and camera man (Exs. P6 to P9). He also referred to the original agreement with the music director (Ex.P35), the confirmation letter issued by the actor Nasser (Ex.P37) and the original receipt issued by the South Indian Film Writer's Association (Ex.P38).

17. Learned counsel submitted that two partnership deeds have been filed by Durairajan, but the censor certificate is in the sole name of Rafiq. He also referred to the cross-examination of DW1, particularly the answers to questions 4, 7, 8, 12, 26, 27, 35, 36, 46 to 53, 58, 67, 73 to 81. As regards the police complaints lodged by the parties against each other, he submitted that the complaint lodged by Durairajan was

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quashed in proceedings under Section 482 of the Cr.P.C.(Ex.D49), whereas the complaint lodged by Kishore Kumar against Durairajan is still pending (Ex.D46). Because Kishore Kumar has filed documentary evidence and adduced oral evidence to establish that he produced the movie, learned counsel concluded his submissions by stating that Kishore Kumar is entitled to a declaration that he is the owner of the copyright in the movie.

18. Mr.Krishna Ravindran responded to these contentions by stating that the CBFC certificate was issued in the name of the then proprietor Rafiq. As regards the claim that Kishore Kumar was the producer, he submitted that Kishore Kumar does not have the financial capability to produce the movie. In particular, he pointed out that he did not even have a PAN card or bank account. According to him, the hard disk was stolen by Kishore Kumar. He referred to the cross-examination of Kishore Kumar, particularly answers to questions 17 to 24, 27 to 32, 57 to 61 and 64 to 67. He contended that Kishore Kumar was the assistant production manager. While the expenditure/payment vouchers are genuine, he contended that Kishore Kumar had affixed the rubber stamp of Annai Therasa International Films on such vouchers.

19. According to Mr. Krishna Ravindran, Rafiq financed the production of the movie. He relied on a bank account statement

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(Ex.D27) showing that a sum of Rs.20 lakhs was received by Durairajan on 01.06.2015. On that basis, he contended that the vouchers disclose that payments were made to persons involved in the production of the film thereafter. He also relied on photographs taken while the shooting was in progress (Ex.D10). By comparing pages 59 and 69 of the documents volume filed by Kishore Kumar, he submitted that a rubber stamp has been affixed on page 59 subsequently.

20. By way of rejoinder, Mr.Thiageswaran submitted that Durairajan was only the editor of the movie. He contended that Durairajan inserted his name in the promotion material and did not give credit to the real producer, i.e. Kishore Kumar, and that this triggered the filing of the suit. He concluded by submitting that the later suit was filed merely as a counter blast about six years after Kishore Kumar's suit.

Re-cast issues, discussion, analysis and conclusions

21. While issues were framed in C.S.No.362 of 2016, it appears that issues were not framed in C.S.(Comm Div) No.237 of 2022. As is evident from the pleadings and contentions, both Kishore Kumar and Durairajan contend that they produced the movie MANI @ MONEY. Kishore Kumar also admits that the movie named DHADHA is the same as MANI. Therefore, the issues may be recast in common as under:

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1) *Whether Kishore Kumar or R.R. Cine Productions is the owner of the copyright in the film MANI, which was censored as MONEY?*

2) *Whether Kishore Kumar or R.R. Cine Productions is entitled to a permanent injunction restraining the other and other defendants in the respective suit from infringing the copyright in respect of the film MANI, which was censored as MONEY?*

3) *Whether the parties are entitled to any other relief?*

Issue No.1

22. Kishore Kumar asserted that he is the producer and director of the movie. During his examination-in-chief, he exhibited several documents in support of the assertion. It is profitable to refer to some of these documents. Ex. P1 is a receipt issued by the South Indian Film Chamber of Commerce on 29.03.2012 towards registration fees for the title MANI (Tamil). Ex. P2 is the original draft lyrics said to be written by Mr.Na.Muthukumar. Daily wages agreements with several persons engaged in the production of the movie have been exhibited. Reference may be made to daily wages agreement dated 02.05.2015 with K.K.Vijayagopal (Art Director), Karthik Krishnan (Music Director), Power Siva (Dance Director), Yogi Babu (Comedian), Nithin Satya (Hero), Gayathri (Heroine) and Rajasekar (Cinematographer). These agreements have been exhibited as Exs. P3 to P9, respectively, and

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record the remuneration paid and payable to the artist concerned. These agreements record that payments were made in cash.

23. The shooting schedule from 17.07.2015 to about 12.08.2015 and the ledger showing payments made in respect of the production of the movie have been exhibited as Ex.P10. This consists of several handwritten pages with the rubber stamp of Annai Therasa International Films affixed thereon. From the handwriting, it appears to have been written by the same individual. Ex.P10 also includes printed vouchers in respect of payments made. These vouchers have been issued in the name of Annai Therasa International Films. The daily wages agreement with the song writer has been exhibited as Ex.P35. The actor, Mr.Nasser, has issued a letter dated 13.06.2016 stating that he acted in the Tamil film titled MONEY produced and directed by Kishore Kumar on 07.08.2015, 12.08.2015 and 10.09.2015. The letter has been marked as Ex. P37. The original bound script has been exhibited in two volumes as Ex. P34.

24. During his examination-in-chief, Kishore Kumar was questioned about the total expenditure incurred in producing the film. The relevant questions and answers are set out below:

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"Q19: The above said amount Rs.33 lakhs is it your own funds or did you borrow the same from any person or bank?

A: Rs.28 Lakhs is my own funds and the balance Rs.5 Lakhs I have borrowed.

Q20: Can you explain when and from whom you have borrowed the said Rs.5 Lakhs?

A: I have borrowed the said Rs.5 Lakhs from one Mr.Ganesh Raja during January 21, 2015."

Apart from examining himself, Kishore Kumar examined Mr.R.H.Ashok as PW2. He deposed that he entered into an agreement with Kishore Kumar as a camera man. He also stated that he was paid a total of Rs.50,000/- by Kishore Kumar for his services. Mr.K.K.Vijayagopalan was examined as PW3. He stated that he was the art director of the movie and that he entered into an agreement with Kishore Kumar and was paid remuneration. Mr.Karthik Krishnan was examined as PW4. He deposed that he was the music director for the Tamil film MANI and that he was paid remuneration in respect thereof by Kishore Kumar. Power Siva was examined as PW5. He deposed that he was the dance director for the Tamil film Mani and that he was paid a sum of Rs.1 lakh.

25. Mr.Durairajan examined himself as DW1 in C.S.No.362 of 2016. He adduced documentary evidence in the form of professional services agreement dated 30.03.2015 by and between R.R. Cine

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Productions and Durairajan (Ex.D2), professional services agreement dated 31.05.2015 between R.R. Cine Productions and Mr.Benjamin (Production Manager) (Ex.D3), professional services agreement dated 24.02.2015 between R.R. Cine Productions and Rajasekaran (Ex.D4), professional services agreement dated 02.04.2015 between R.R. Cine Productions and Mr.Vinoth (Editor) (Ex.D5), professional services agreement dated 02.04.2015 between R.R. Cine Productions and Ashok Saravanan (Assistant Director) (Ex.D6), professional services agreement dated 02.04.2015 between R.R. Cine Productions and Nagooran (Ex.D7), Professional services agreement dated 02.04.2015 between R.R. Cine Productions and Viji Murugan (Ex.D8) and professional services agreement dated 02.04.2015 between R.R. Cine Productions and Kumar (Assistant Director) (Ex.D9). Each of the above agreements records that R.R. Cine Productions is a partnership firm and Rafiq appears to have signed such agreements for the firm. These agreements also record that payments were received by the artist concerned in cash.

26. Durairajan was questioned about not filing Exs. D2-D9 along with the written statement, and the relevant question and answer are set out below:

> *"Q49: Can you please explain this court that the Exs.D3 to D9 are all dated 30.03.2015 to 02.04.2015 however you have not filed these documents during February 2018 when you filed the written statement*

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though these documents were possession with you?

A: I have given it to my Advocate and they have not filed it."

27. He was also questioned about the date of execution of the partnership deed and the date of execution of Exs. D2-D9. These questions and answers are as under:

"Q68: Is it the fact that you the 2nd defendant entered into a partnership deed with Mr. Meeran Malul Mohamed Rafiq on 18.07.2015 and converted M/s. R.R.Cine Production as a partnership firm?

A: Yes.

A79: Similarly Ex.D2 was executed on 30.03.2015, Ex.D3 was executed on 31.03.2015, Ex.D4 was executed on 02.04.2015, Ex.D5 was executed on 02.04.2015, Ex.D6 was executed on 02.04.2015, Ex.D7 was executed on 02.04.2015, Ex.D8 was executed on 02.04.2015 and Ex.D9 was executed on 02.04.2015, is it correct?

A: Yes.

Q80: Do you know that Exs.D2 to D9 are the agreements entered into between R.R.Cine Production a partnership firm with various technicians who work in the film MONEY?

A: Yes.

Q81: But the partnership deed (Ex.D16) was entered into only on 18.07.2015 which is a subsequent date, is it not?

A: Yes."

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28. In view of the above answers, close scrutiny of the partnership deed is warranted to verify whether there is any indication therein that the business of the partnership commenced earlier, and was being reduced into writing later. The recital preceding the operative clauses and clauses 1 and 8 throw light on this issue, and are set out below:

> "மேற்கண்ட இரண்டு நபரும் சேர்ந்து செய்து கொண்ட கூட்டு வியாபார ஒப்பந்தம்கீழ்கண்டவாறு இருவர் ஒப்புதலுடன் 18.07.2015 முதல் நடைமுறைக்கு வருகிறது.
>
> 1.நாங்கள் இருவரும் சேர்ந்து சென்னை - 600 092, விருக்கம்பாக்கம், பள்ளிக்கூடம் 3-வது தெரு, நெ.6 என்ற விலாசத்தில் திரைப்படம் தயாரித்தல் தொழிலை "R.R.CINE PRODUCTIONS"என்ற பெயரில் கூட்டாக நடத்தி வர இருவரும் சம்மதம் தெரிவிக்கிறார்கள்.
>
> ....
>
> 8.இந்த ஒப்பந்தம் 18.07.2015 அன்று தொடங்கி நடைமுறைப்படுத்த இருவரும் சம்மதிக்கிறார்கள்.அதன் பின் இருவரின்முடிவுப்படி ஒப்பந்தத்தை தொடர்வது குறித்து, முடிவுசெய்து கீழ்கண்ட சாட்சிகளின் முன்னிலையில் இருவரும் சம்மதம் தெரிவிக்கிறார்கள்."

29. The above clauses support the conclusion that the partnership commenced operations only on 18.07.2015 and not earlier. Given that the partnership firm, R.R. Cine Productions, was formed only on 18.07.2015 under partnership deed of even date (Ex.D16), whereas Exs.

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D2-D9 were purportedly executed by the partnership firm in March-April 2015, the credibility of these documents is suspect. One more partnership deed dated 04.03.2016 was exhibited in C.S. (Comm. Div.) No.237 of 2022 as Ex.P51. This is a registered document bearing Document No.53 of 2016. It records that the partners have decided to commence business from 04.03.2016 and this renders Exs.D2-D9 even more vulnerable.

30. Another aspect should also be noticed. Learned counsel for Durairajan relied on the bank account statement (Ex.D27) to contend that the source of funds for making payments for the production of the movie was by remittances into the bank account of Durairajan by Rafiq. The statement is for the period 01.04.2014 to 31.03.2015 and the large credits are domestic transfers by NEFT or RTGS and not remittances from outside India by Rafiq. These credits and debits also could not have been used for making the payments recorded in Exs. D2-D9 because the credits are subsequent to the purported dates of execution of these documents. Coupled with the belated filing of these documents, there is reason to doubt the authenticity thereof. This doubt is reinforced by the failure of Durairajan to examine the counter parties to these documents, except for Murugan and Vinoth. Murugan is described as the PR Officer and not a person who played a critical role in the making of the film.

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31. With regard to Vinoth, Durairajan was questioned on their relationship and he answered as follows:

" Q30: Can you tell the Court who edited your film "MONEY"?

A: Mr.D. Vinoth, D.F.Tech

Q31: Who is this D.Vinoth, and what is the relationship between you and D. Vinoth?

A: He is my sister's son.

Q46: I put it to you that you have not mention in your written statement that Vinoth was your production manager and editor and similarly you have not filed this Ex.D5 agreement along with the written statement.

A: Yes, it is correct. Witness adds:- It has been filed as additional document and after I filed the written statement.

Q47: I put it to you that Vinoth is your sister's son that is the reason why you have conventionally fabricated the Ex. D5 and bringing Mr. Vinoth as a witness therefore he is a interested witness giving false evidence to help you.

A: I deny the suggestion."

32. When questioned about his role, the camera, lyrics, story writer and the bound script for the film, Durairajan answered as under:

"Q118: What is your role in the film MONEY?

A: I am the Director, Music Director, Film Producer's

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Q128: What type and quality of camera do you used for the film shooting?

A: I do not remember

Q129: Have you previously produced or directed any film other than this film MONEY?

A: No.

Q131: Are you a member in Director, Writer and Producer Association?

A: I am the member only in Producer Association. I am not a member in other associations.

Q113: Do you know that the lyricist N.Muthukumar entered into an agreement to right the lyricist for the film MANI produced by the plaintiff with the plaintiff and written the songs in his handwriting under Ex.P2?

A: After seeing the Ex.P2 witness said the contents of lyrics belongs to his film MONEY further he states this songs was stolen was somebody. The said song was sing by Pathmabushan Mrs.S.Janaki (aararo aariraro) and myself and I have sign the song "thridiye pora" in the said film.

Q114: I put it to you that N.Muthukumar the lyricists entered into an agreement dated 05.06.2015 with the plaintiff under Ex.P35.

A: I do not know.

Q115: Did you file any document to show that you have entered into any agreement with N.Muthukumar lyricists to write the lyricists in you film MONEY?

A: There is no written agreement, oral agreement

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alone entered. Now Muthukumar died.

Q120: Who is the story writer of the film MONEY?

A: I am the story writer

Q121: Have you filed the Bound Script of the MONEY film in this Case?

A: No. Witness Adds: It is not necessary. The Censor certificate is in my name.

Q122: On whose possession is Bound Script?

A: It is in my possession.

Q123: Have you ready to produce the Bound Script in Court?

A: Yes, I am ready to file and I produce the same in next hearing.

Q124: I put it to you that you do not have the Bound Script in your possession that is why you have not filed into this Court?

A: No, without Bound Script Censor Certificate will not be issued."

33. Thus, Durairajan admitted that he did not know what type and quality of camera was used for shooting in spite of asserting that he directed the film. He also admitted that he had not produced or directed any film earlier. He deposed that he is the script writer and that the bound script is in his possession. He, however, failed to produce it. Because he added that submission of the certificate issued by the Central

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Board of Film Certification (the CBFC) is sufficient and that such certificate would not be issued without the bound script, it is necessary to consider the implications of the issuance of a CBFC certificate. Said certificate was exhibited by Kishore Kumar as Ex. P24. The CBFC was formed under the Cinematograph Act, 1952. This enactment empowers an examining board to consider a request for certification by viewing the cinematographic film concerned and either certify it for unrestricted, conditional or restricted public exhibition or reject such request.

34. Ex.P24 records that the film MONEY was examined by the members of the Examining Committee, whose names are mentioned, and certified under the UA category. It also mentions the duration of the movie as 109:39 minutes. The name of the applicant is mentioned as R.R. Cine Productions and the name of the producer is mentioned as Rafiq. While it constitutes strong evidence that the film was completed and that it was viewed by the Examining Committee, it is no more than *prima facie* evidence as regards the producer. This piece of evidence is required to be considered with the remaining evidence before drawing conclusions.

35. For this purpose, it is necessary to take stock of other evidence adduced by Durairajan. He also adduced evidence in the form of

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shooting related batta with receipts and vouchers (Exs. D11 to D15). Photos from the pooja and shooting were marked as Ex. D10. He also placed on record the shooting schedule ledger maintained by Mr.D.Vinoth (Ex.D24). The acknowledgment letters for receiving the entire footage were exhibited as Exs. D25 and D26. Mr.Murugan, who is said to be the PR Officer, was examined on behalf of Durairajan as DW2 and Mr.D.Vinoth was examined as DW3. They stated that the movie was produced by Durairajan and that they received remuneration from him in respect thereof.

36. Thus, both Kishore Kumar and Durairajan assert that they produced the movie MANI @ MONEY. In support of the respective claims, they have adduced documentary and oral evidence. Kishore Kumar approached this Court in 2016 seeking a declaration that he is the copyright owner for the movie. Durairajan instituted the cross suit in 2022 shortly after Kishore Kumar obtained a CBFC certificate for the film titled DHADHA. In these circumstances, the dates of institution of the respective suits are not determinative in any manner.

37. As discussed earlier, agreements with the hero, heroine, comedian, music composer, dance master, cinematographer and lyricist were filed by Kishore Kumar. These agreements reveal that they were

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entered into in May 2015 or later. The agreements relied on by Durairajan appear to have been entered into between March and April 2015 by a partnership firm that was not in existence on the dates of execution of the respective agreement. Kishore Kumar has also produced the ledger relating to payments made to persons during the shooting of the film. This ledger is handwritten and bears the rubber stamp of Annai Therasa International Films.

38. By way of illustration, reference may be made to the entries dated 07.08.2015. The entries on the said date include payment of Rs.22,000/- to Siva, dance master; Rs.2,000 to Ravi, artist; Rs.3,000/- to Kumar (Office). The entries made on 17.07.2015 include payment of Rs.500/- to Annamalai, Assistant Director; Rs.1,500/- to Rajasekar (Camera man); Rs.5,000 to Kishore Sir; Rs.5,000 to Nithin, Assistant in costume; Rs. 4000/- to Yogi Babu's costumes. Entries on the same lines are contained in the ledger for other dates. Given the nature of entries, I find that credibility and materiality should be attached thereto especially because such entries appear to have been made contemporaneously in course of shooting.

39. Durairajan does not dispute that these entries represent payments made during the course of shooting to persons involved in

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multiple capacities in the production of the movie. Instead, Durairajan contends that Kishore Kumar misappropriated these documents and is projecting the false case that he made these payments as the producer. Durairajan did not adduce any evidence of theft by Kishore Kumar. Therefore, this contention has to be assessed in the light of the overall evidence adduced by the parties.

40. As noticed earlier, Kishore Kumar also filed the original bound script as Ex. P34. This is a critical document in the film industry and on perusal thereof, I find no reason to doubt the authenticity of this document. While Durairajan stated in response to question no.122 in C.S. No.362 of 2016 that the bound script is in his possession and that the censor certificate would not be issued without the same, he failed to produce it even later. Persons who are said to be closely associated with the production of the movie, such as the camera man, art director, music director and dance director were examined by Kishore Kumar as PW2 to PW5. Durairajan asserts that the censor certificate was issued to Rafiq, then sole proprietor, R.R. Cine Productions, and that this is strong evidence of ownership of copyright. This is, however, a single piece of evidence. Besides, Kishore Kumar also has a CBFC certificate for the same film, albeit under the title DHADHA. Therefore, Durairajan cannot succeed merely on this basis.

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41. Upon carefully weighing the evidence adduced by the rival claimants for copyright, I conclude that Kishore Kumar has established that he is the person who took the initiative and responsibility for making the film. Hence, he qualifies as the producer of the movie as per Section 2(uu) of the Copyright Act, 1957 and, consequently, the first owner of copyright as per Section 17 thereof. Exclusive rights to undertake the actions specified in Section 14 of the above enactment therefore accrue to Kishore Kumar. By contrast, while the evidence adduced by the counter parties is indicative of a role in the making of the film, such role appears to be secondary. Issue No.1 is decided in favour of Kishore Kumar and against R.R. Cine Productions and Durairajan.

Issue No.2

42. Kishore Kumar admits that the movie DHADHA is nothing but MANI under a new name. Both Kishore Kumar and Durairajan were restrained from exhibiting the movie over which they made claims pending disposal of the suit. As a consequence of the conclusion that Kishore Kumar is the producer and owner of the copyright over the film MANI, Kishore Kumar is entitled to a permanent injunction restraining R. R. Cine Productions and Durairajan from exhibiting the movie MANI alias MONEY directly or indirectly. Issue No.2 is also decided in favour of Kishore Kumar and against R. R. Cine Productions and Durairajan.

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Issue No.3

43. For reasons aforesaid, Kishore Kumar is entitled to a decree as prayed for in C.S.No.362 of 2016. As the successful party, Kishore Kumar is also entitled to costs. A sum of Rs.300/- was paid as court fee. Durairajan and R.R.Cine Productions shall pay a sum of Rs.4,00,000/- as costs to Kishore Kumar towards court fee, lawyer's fees and expenses.

44. Therefore, C.S.No.362 of 2016 is decreed as prayed for. Durairajan and R.R.Cine Productions shall also pay a sum of Rs.4,00,000/- as aggregate costs in both suits towards court fee, lawyer's fee and expenses to Kishore Kumar. C.S.(Comm Div) No.237 of 2022 is dismissed.

08.04-2026

Neutral Citation: Yes / No

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In C.S.No.362 of 2016

Plaintiff's witnesses

P.W.1 - Mr.P.Kishore Kumar
P.W.2 - Mr.R.H.Ashok
P.W.3 - Mr.K.K.Vijayagopalan
P.W.4 - Mr.Karthik Krishnan
P.W.5 - Mr.Power Siva

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Witnesses of Defendants 1 and 2:

DW1 : Mr.Durairajan @ R.D.Ragan
DW2 : Mr.Murugan
DW3 : Mr.D.Vinoth

C.S.(Comm Div) No.237 of 2022

Plaintiffs' witness

PW1 : Mr.Durairajan @ R.D.Ragan

Defendant 1's witness:

DW1 : Mr.P.Kishore Kumar

Documents exhibited by the plaintiff in C.S.No.362 of 2016

Exhibits	***Description***
Ex.P1	The original title registration dated 29.03.2012
Ex.P2	The original draft lyrics written by Na.Muthukumar
Ex.P3	The original agreement with Art Director dated 02.05.2015
Ex.P4	The original agreement with Music Director dated 02.05.2015
Ex.P5	The original agreement with the Dance Master dated 02.05.2015
Ex.P6	The original agreement with the Comedian dated 02.05.2015
Ex.P7	The original agreement with Hero dated 04.05.2015
Ex.P8	The original agreement with Heroin dated 04.05.2015
Ex.P9	The original agreement with Camera dated 02.06.2015
Ex.P10	Office copy of ledger for shooting schedule of the film "MANI"
Ex.P11	The Original letter issued by the Tamil Film Producers Council dated 15.06.2015
Ex.P12	The office copy letter issued by the plaintiff to the Tamil Film Producers Council dated 28.10.2015
Ex.P13	The Office copy letter issued by the 3rd defendant dated 04.11.2015
Ex.P14	The copy of advertisement given by the 1st defendant dated 10.11.2015
Ex.P15	The original letter from the Music Director to the plaintiff dated

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	15.12.2015
Ex.P16	The original letter from the Art Director to the plaintiff dated 15.12.2015
Ex.P17	The original letter issued by the Tamil Film Producers Council dated 02.02.2016
Ex.P18	The office copy of complaint given by the plaintiff before the Inspector of Police, R-5 Police Station
Ex.P19	The Office copy of counter complaint given by the 2nd defendant to the Inspector of Police, R-5, Police Station.
Ex.P20	The original advertisement given by the plaintiff in "Dinathanthi" dated 21.02.2016
Ex.P21	The original letter issued by the South Indian Film Chamber of Commerce to the Regional Officer, Central Board Film Certificate dated 19.03.2016
Ex.P22	The original publicity clearance certificate issued by the South Indian Film Chamber of Commerce
Ex.P23	The original letter issued by the South Indian Film Chamber of Commerce dated 06.05.2016
Ex.P24	The original censor certificate issued by the Central Board of Film Certification dated 09.05.2016
Ex.P25	The office copy complaint given by the plaintiff to the Central Board of Film Certification dated 12.05.2016
Ex.P26	The office copy letter given by the plaintiff to the defendants (4 to 6)
Ex.P27	The office copy of complaint given by the plaintiff to the Inspector of Police, R-5, Police Station.
Ex.P28	The office copy of letter given by the plaintiff to the Central Board of Film Certification dated 26.05.2016
Ex.P29	The copy of advertisement in magazine in monthly issue "Bagyam Cinema in June 2016
Ex.P30	The copy of paper publication in "DINATHANTHI" dated 19.07.2017
Ex.P31	The copy of paper publication in "DINATHANTHI" DATED 23.07.2017
Ex.P32	The copy of paper publication in "DINATHANTHI" DATED 30.07.2017
Ex.P33	The original soft copy of the film "MANI" produced by the

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	plaintiff
Ex.P34	Series original bound volume script Book Vol-1 & 2 of the film "MANI" produced by the plaintiff
Ex.P35	The original agreement with Music Director dated 05.06.2015
Ex.P36	The office copy of letter issued by the applicant/plaintiff to the Central Board of Film Certificate dated 26.05.2016
Ex.P37	The original confirmation letter issued by the "NASSER" to the applicant/plaintiff dated 13.06.2016
Ex.P38	The original receipt issued by the "South Indian Film Writer's Association" along with story registration.
	During the course of examination-in-chief of PW2/Mr.R.H.Ashok
Ex.P39	The original camara bill dated 15.07.2015
Ex.P40	The xerox copy of ID of PW2 issued by South India Cinematographers' Association.
	During the course of examination-in-chief of PW3
Ex.P41	The xerox copy of ID issued by Association of Cine & Television Art Directors of South India (marked after comparing and verifying with the original)

Documents exhibited by defendants 1 and 2 in C.S.No.362 of 2016:

Exhibits	***Description***
Ex.D1	The photocopy of the Membership Certificate issued by the 3rd Defendant in favour of 1st defendant dated 03.01.2015.
Ex.D2	The original document of the Professional Service Agreement entered into between 1st and 2nd defendant dated 30.03.2015.
Ex.D3	The original document of the Professional Service Agreement entered into between by 1st defendant and Mr.Benjamin (Production Manager) along with vouchers dated 31.03.2015.
Ex.D4	The original document of the Professional Service Agreement entered into between 1st defendant and Mr.Rajasekar (Camera Man) along with vouchers dated 02.04.2015 .
Ex.D5	The original document of the Professional Service Agreement entered into between 1st defendant and Mr.Vinoth DFT (Editor) along with vouchers dated 02.04.2015.

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Ex.D6	The original document of the Professional Service Agreement entered into between 1st defendant and Mr.Ashoksaravanan (Asst director) along with vouchers dated 02.04.2015.
Ex.D7	The original document of the Professional Service Agreement entered into between 1st defendant and Mr.Nagooran (VFX Visual film effects) along with vouchers dated 02.04.2015.
Ex.D8	The original document of the Professional Service Agreement entered into between 1st defendant and Mr.Viji Murugan (PRO) along with vouchers dated 02.04.2015.
Ex.D9	The original document of the Professional Service Agreement entered into between 1st defendant and Mr. Kumar (Assistant director) along with vouchers dated 02.04.2015.
Ex.D10	The original document of pooja and shooting stills with artistes, editor, producer, dance master, director, lyrist, singer and camera man the series of photographs dated 17.07.2015
Ex.D11	The original document of the shooting batta with receipts and voucher series issued by Cine & T.V.Outdoor Lightmen Union dated 17.07.2015 to various dates.
Ex.D12	The original document of shooting batta with receipts and voucher series issued by the South India Cine & T.V.Outdoor Unit Technicians Union
Ex.P13	The original document of the shooting batta with receipts and voucher series issued by Focus Cine Services
Ex.P14	The original document of the shooting batta with receipts and voucher series issued by Sree Balaji Cine Lights
Ex.P15	The original document of shooting batta with receipts and voucher series issued by South India Cine & TV Photo Flood Workers Union.
Ex.D16	The copy of the Partnership Deed entered into between 2nd defendant and Mr.Meeran Malu Mohamed Rafiq for M/s.R.R.Cine Productions dated 18.07.2015.
Ex.D17	The certified copy of letter issued by 1st defendant to 3rd defendant intimating change of proprietorship into partnership of the 1st defendant.
Ex.D18	The certified copy of the consent letter issued by the plaintiff to the President Tamil Film Producer Council regarding transfer of title “MANI/MONEY” and now censored as “MONEY” to the 1st defendant dated28.10.2015.
Ex.D19	The certified copy of the letter issued by the 1st defendant to 3rd

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	defendant to issue the title "MANI/MONEY" now censored as "Money"dated 28.10.2015.
Ex.D20	The certified copy of the communication sent by 3rd defendant to the other two governing body of the film industry for obtaining NOC dated 31.10.2015.
Ex.D21	The certified copy of the confirmation communication issued by the 3rd defendant for the title MANI/MONEY now censored "MONEY" dated 04.11.2015.
Ex.D22	The certified copy of the 3rd defendant has given letter to 1st defendant for issuance of paper publication dated 04.11.2015.
Ex.D23	The original document of Thinathanthi paper add MANI/MONEY now censored as "MONEY" DATED 10.11.2015.
Ex.D24	The original document of the shooting schedule ledger maintained by editor Mr.D.Vinoth dated 10.11.2015.
Ex.D25	The original document of the acknowledgement letter issued by Mr.D.Vinoth to the 1st defendant for receiving of "Mani/Money" movie entire footage/raw footage for editing works
Ex.D26	The original document of the acknowledgment letter issued by Mr.D.Vinoth for handing over the fully edited movie to the 1st defendant dated 21.01.2016.
Ex.D27	The certified copy of the bank account statement of producers and 2nd defendant
Ex.D28	The certified copy of the police complaint given by 2nd defendant against plaintiff dated 13.02.2016.
Ex.D29	The certified copy of the FIR 671 of 2016 stands against plaintiff on the file of G1 Vepery P.S. dated 30.07.2016.
Ex.D30	The certified copy of C.C.No.6306 of 2017 on the file 2nd MM Egmore, Chennai against plaintiff dated 09.08.2017.
Ex.D31	The certified copy of R5 Virugambakam PS FIR No.1339 of 2017 against the plaintiff dated 26.04.2017.
Ex.D32	The certified copy of CC No.2214 of 2019 at 23rd Saidapet agaisnt plaintiff dated 26.02.2019.
Ex.D33	The certified copy of the letter issued by 1st defendant to South Indian Film Chamber of Commerce along with acknowledgement dated 20.02.2016.
Ex.D34	The copy of the letter issued by 1st defendant to 4th defendant dated 28.03.2016.
Ex.D35	The original document of the temporary receipt issued towards VPF

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	dated 28.03.2016.
Ex.D36	The copy of the D4 given duration confirm letter to D1 dated 30.03.2016.
Ex.D37	The copy of the 1st defendant applied through online for CENSOR certificate dated 31.03.2016.
Ex.D38	The copy of the request letter issued by the 1st defendant to 3rd defendant seeking proposal letter for Censor Board dated 06.04.2016.
Ex.D39	The copy of the proposal letter issued by 3rd defendant to Censor board to certify the movie dated 06.04.2016.
Ex.D40	The original receipt issued by Real Media Technologies dated 21.04.2016
Ex.D41	The original copy of the Central Board of Film Certification CENSOR certificate dated 09.05.2016
Ex.D42	The original document of the censored movie MONEY in the CD/DVD version
Ex.D43	The original document of the letter to M/s.Mass Audio for MONEY movie audio rights by 1st defendant dated 24.01.2017
Ex.D44	The original document of the sale agreement entered into between Mass audio and 1st defendant dated 21.01.2017.
Ex.D45	The original document of the Deed of Assignment to Music Director, Male Playback Singer, Female Play Singer, Lyricist dated 24.01.2017
Ex.D46	The original document of the Tamil Film Producer council issued letter to 1st defendant confirming the title dated 08.08.2017.
Ex.D47	The original CD- making of song recording in CD version.
Ex.D48	The original – photograph of singer Smt.S.Janaki while recording Babri Studio at Virugambakkam,
Ex.D49	The original – photogarph of lyrist late Mr.Na.Muthukumar and 2nd defendant while recording and discussion Babri Studio at Virugambakkam.
Ex.D50	The original – photograph of singer Mr.Anthony Doss while recording Babri Studio at Virugambakkam,
Ex.P51	The original – the Gemini Industries and imaging Limited issued receipt for dubbing work to the 1st defendant and song lyrics, synopsis/plot (script) and Audio CD of the “MANI/MONEY” and now censored as “MONEY” movie.

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Ex.D52	The copy of the identification proof of D2
	During the course of chief examination of DW2
Ex.D53	The xerox copy of the ID proof in Voter ID and PRO Union ID card of Murugan
	During the course of chief examination of DW3
Ex.D54	The xerox copy Aadhar Card No.8364 9178 3811 and DFT Editor ID Card.

In C.S.(Comm Div) No.237 of 2022

Plaintiffs' witness:

P.W.1 – Mr.Durairajan @ R.D.Ragan

1st Defendant's witness:

D.W.1- Mr.R.Kishore Kumar

Documents exhibited by the plaintiffs:

Exhibits	*Description*
Ex.P1	The photocopy of the Membership Certificate issued by the 2nd Defendant in favour of 2nd Plaintiff dated 03.01.2015.
Ex.P2	The photocopy of the Professional Service Agreement entered into between the Plaintiffs dated 30.03.2015.
Ex.P3	The photocopy of the Professional Service Agreement entered into between by 2nd Plaintiff and Mr.Benjamin (Production Manager) along with vouchers dated 31.03.2015.
Ex.P4	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr.Rajasekar (Camera Man) alongwith vouchers dated 02.04.2015 .
Ex.P5	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr.Vinoth (Editor) along with vouchers dated 02.04.2015.
Ex.P6	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr.Ashoksaravanan (Asst director)

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	along with vouchers dated 02.04.2015.
Ex.P7	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr.Nagooran (VFX Visual film effects) along with vouchers dated 02.04.2015.
Ex.P8	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr.Viji Murugan (PRO) along with vouchers dated 02.04.2015.
Ex.P9	The photocopy of the Professional Service Agreement entered into between 2nd Plaintiff and Mr. Kumar (Assistant director) along with vouchers dated 02.04.2015.
Ex.P10	The Partnership Deed entered into between 1st Plaintiff and Mr.Meeran Malu Mohamed Rafiq for M/s.R.R.Cine Productions dated 18.07.2015.
Ex.P11	The photocopy of the Letter issued by 2nd Plaintiff to 2nd Defendant intimating change of proprietorship into partnership of the 1st Defendant dated 18.07.2015.
Ex.P12	The photocopy of the consent letter issued by 1st Defendant to the President Tamil Film Producer Council, 3rd Defendant regarding transfer of Title "????/???EY" and now censored as "MONEY" to the 2nd Plaintiff dated 28.10.2015.
Ex.P13	The photocopy of the Letter issued by the 2nd Plaintiff to 2nd Defendant to issue the title "MANI/MONEY" now censored as "Money" dated 28.10.2015.
Ex.P14	The photocopy of the Communication sent by 2nd Defendant to the other two governing body of the film industry for obtaining NOC dated 31.10.2015.
Ex.P15	The photocopy of the Confirmation communication issued by 2nd Defendant for the title MANI/MONEY now censored "M????" dated 04.11.2015.
Ex.P16	The photocopy of the 2nd Defendant has given letter to 2nd Plaintiff for issuance of Paper publication dated 04.11.2015.
Ex.P17	The photocopy of the Thinathanthi paper ad MANI/MONEY now censored as "MONEY" by 2nd Plaintiff dated 10.11.2015.
Ex.P18	The photocopy of the Shooting schedule ledger maintained by Editor Mr.D.Vinoth dated 15.11.2015.
Ex.P19	The photocopy of the Acknowledgement letter issued by Mr.D.Vinoth to the 2nd Plaintiff for receiving of "Mani/Money" Movie entire footage/Raw footage for editing works dated 15.11.2015.

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Ex.P20	The photocopy of the Acknowledgement letter issued by Mr.D.Vinoth for handing over the fully edited movie to the 2nd Plaintiff dated 21.01.2016.
Ex.P21	The photocopy of the Bank account statement of producers and 1st Plaintiff dated 01.01.2014 to 31.12.2015.
Ex.P22	The photocopy of the Police complaint given by 1st plaintiff against 1st defendant dated 13.02.2016.
Ex.P23	The photocopy of the FIR 671 of 2016 stands against 1st Defendant on the file of G1 Vepery PS dated 30.07.2016.
Ex.P24	The photocopy of the C.C.No. 6306 of 2017 on the file of 2nd MM Egmore, Chennai against 1st Defendant dated 09.08.2017.
Ex.P25	The photocopy of the R5 Virugambakam PS FIR no. 1339 of 2017 against plaintiff dated 26.04.2017.
Ex.P26	The photocopy of the Letter issued by 2nd Plaintiff to South Indian Film Chamber of Commerce along with acknowledgment dated 20.02.2016.
Ex.P27	The photocopy of the Letter issued by 2nd Plaintiff to 5th Defendant dated 28.03.2016.
Ex.P28	The photocopy of the D4 given duration confirm letter to 2nd Plaintiff dated 30.03.2016.
Ex.P29	The photocopy of the 2nd Plaintiff applied through online for CENSOR certificate dated 31.03.2016.
Ex.P30	The photocopy of the Request letter issued by the 2nd Plaintiff to 2nd Defendant seeking proposal letter for Censor Board dated 06.04.2016.
Ex.P31	The photocopy of the Proposal letter issued by 2nd Defendant to Censor board to certify the movie dated 06.04.2016.
Ex.P32	The photocopy of the Central Board Of Film Certification CENSOR certificate dated 09.05.2016.
Ex.P33	The photocopy of the Letter to M/s Mass Audio for MONEY Movie Audio rights by 2nd Plaintiff dated 24.01.2017.
Ex.P34	The photocopy of the Sale Agreement entered into between Mass audio and 2nd Plaintiff dated 24.01.2017.
Ex.P35	The photocopy of the Deed of Assignment to Music Director, Male Playback Singer, Female Play Singer, Lyricist dated 24.01.2017.
Ex.P36	The photocopy of the Tamil Film producer council issued letter to 2nd Plaintiff confirming the title dated 08.08.2017.

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Ex.P37	The photocopy of the Plaint filed in C.S.No.362 of 2016 dated 20.06.2016.
Ex.P38	The photocopy of the Printout of Tweet made by the 1st defendant dated 14.08.2018. (The learned counsel for the defendant objects to mark the documents as it is a photocopy)
Ex.P39	The photocopy of the Complaint by 2nd Plaintiff to 3rd Defendant dated 17.08.2018. (The learned counsel for the defendant objects to mark the documents as it is a photocopy)
Ex.P40	The photocopy of the Printout of Tweet made by the 1st Defendant dated 13.07.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy)
Ex.P41	The photocopy of the First look of Tweet made by the 1st Defendant dated 13.07.2021. (The learned counsel for the defendant objects to mark the documents as it is a photocopy)
Ex.P42	The photocopy of the RTI filed with 4th Defendant along with reply dated 12.04.2021. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P43	The photocopy of the Complaint by 2nd Plaintiff to 4th Defendant dated 15.07.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P44	The photocopy of the Complaint by 2nd Plaintiff to 3rd Defendant dated 15.07.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P45	The photocopy of the Complaint given to Commissioner of Police dated 20.07.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P46	The photocopy of the RTI Reply by 4th Defendant along with RTI petition dated 05/08/2022 dated 30.08.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy) .
Ex.P47	The photocopy of the Reply for the Complaint by the 4th Defendant dated 12.08.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P48	The photocopy of the Affidavit in Application No.3188/2022 in CS No.362 of 2016 dated July 2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P49	The photocopy of the Audio Release Announcement dated 28.11.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).

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Ex.P50	The photocopy of the Paper Publication regarding release in Thinathanthi dated 02.12.2022. (The learned counsel for the defendant objects to mark the documents as it is a photocopy).
Ex.P51	The Registered Partnership deed between 1st Plaintiff and 2nd Plaintiff dated 04.03.2015.

Documents exhibited by 1st Defendant:

Exhibits	*Description*
Ex.D1	The photocopy of the Title Registration dated 29.03.2012.
Ex.D2	The photocopy of the Draft lyrics written by Na.Muthukumar dated 28.04.2015.
Ex.D3	The photocopy of the Agreement with Art Director dated 02.05.2015.
Ex.D4	The photocopy of the Original Agreement with the Music Director dated 02.05.2015.
Ex.D5	The photocopy of the Agreement with the Dance Master dated 02.05.2015.
Ex.D6	The photocopy of the Agreement with the Comedian dated 04.05.2015.
Ex.D7	The photocopy of the Agreement with Hero dated 04.05.2015.
Ex.D8	The photocopy of the Agreement with Heroin dated 04.05.2015.
Ex.D9	The photocopy of the Agreement with Camera 02.06.2015
Ex.D10	The Office Copy Ledger for the shooting schedule of the film “MANI”.
Ex.D11	The photocopy of the Letter issued by the Tamil Film Producers Council dated 15.06.2015.
Ex.D12	The photocopy of the Office Copy Letter issued by the 1st defendant to the Tamil Film Producers Council dated 28.10.2015.
Ex.D13	The photocopy of the Advertisement given by the 1st Defendant dated 10.11.2015.
Ex.D14	The photocopy of the Letter from the Music Director to the first defendant dated 15.12.2015.
Ex.D15	The photocopy of the letter from the Art Director to the first defendant dated 15.12.2015.

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Ex.D16	The photocopy of the Letter issued by the Tamil Film Producers Council dated 02.02.2016.
Ex.D17	The photocopy of the Complaint given by the 1 st Defendant before the Inspector of Police, R-5 Police Station dated 11.02.2016.
Ex.D18	The photocopy of the Counter complaint given by the Plaintiff to the Inspector of Police, R-5 Police Station dated 16.02.2016.
Ex.D19	The photocopy of the Advertisement given by the 1st Defendant in “Dinathanthi” dated 21.02.2016.
Ex.D20	The photocopy of the Letter issued by the South Indian Film Chamber of Commerce to the Regional Officer, Central Board Film Certification dated 19.03.2016.
Ex.D21	The photocopy of the Publicity Clearance Certificate issued by the South Indian Film Chamber of Commerce dated 19.03.2016.
Ex.D22	The photocopy of the Letter issued by the South Indian Film Chamber of Commerce dated 06.05.2016.
Ex.D23	The photocopy of the Censor Certificate issued by the Central Board of Film Certification dated 09.05.2016
Ex.D24	The photocopy of the Complaint given by the 1st Defendant to the Central Board of Film Certification dated 12.05.2016.
Ex.D25	The photocopy of the Letter given by the 1st Defendant to the Defendants (5 to 7) dated 12.05.2016.
Ex.D26	The photocopy of the Complaint given by the 1st Defendant to the Inspector of Police, R-5 Police Station dated 23.05.2016.
Ex.D27	The photocopy of the Letter given by the 1 st Defendant to the Central Board of Film Certification dated 26.05.2016.
Ex.D28	The photocopy of the Advertisement in Magazine in Monthly issue “Bagyam Cinema.
Ex.D29	The photocopy of Paper Publication in “DINATHANTHI” dated 16.07.2017.
Ex.D30	The photocopy of Paper Publication in “DINATHANTHI” dated 23.07.2017.
Ex.D31	The photocopy of Paper Publication in “DINATHANTHI” dated 30.07.2017.
Ex.D32	The photocopy of the Agreement with Music Director dated 05.06.2015.
Ex.D33	The photocopy of the Letter issued by the 1st Defendant to the

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	Central Board of Film Certificate dated 26.05.2016.
Ex.D34	The photocopy of the confirmation letter issued by "NASSER" to the 1st Defendant dated 13.06.2016.
Ex.D35	The photocopy of the Receipt issued by the South Indian Film Writer's Association along with storage registration dated 23.12.2016.
Ex.D36	The photocopy of the Order passed by Hon'ble Madras High Court in Cont.P.No.712 of 2020 dated 21.09.2020.
Ex.D37	The photocopy of the Order passed by Hon'ble Madras High Court in Crl.O.P.No.4853 of 2021 dated 15.07.2021.
Ex.D38	The photocopy of the Report filed by the Inspector of Police dated 02.04.2016. (The learned counsel for the plaintiff objects to mark the document as it is a photocopy).
Ex.D39	The photocopy of the FIR in 587 of 2017 dated 29.04.2017. (The learned counsel for the plaintiff objects to mark the document as it is a photocopy)
Ex.D40	The photocopy of the Letter issued by the South Indian TV outdoor unit owners' associations to the Registrar, Madras High Court dated 15.11.2019. (The learned counsel for the plaintiff objects to mark the document since the first defendant is not a party to the document).
Ex.D41	The Letter issued by Focus cine service to the Registrar, Madras High Court dated 15.11.2019. (The learned counsel for the plaintiff objects to mark the document since the first defendant is not a party to the document).
Ex.D42	The Letter issued by the South India Cine and TV Outdoor unit technician union t to the Registrar, Madras High Court dated 16.11.2019. (The learned counsel for the plaintiff objects to mark the document since the first defendant is not a party to the document)
Ex.D43	The Letter issued by the Cine and TV outdoor light man union to the Registrar, Madras High Court dated 16.11.2019.(The learned counsel for the plaintiff objects to mark the document since the first defendant is not a party to the document).
Ex.D44	The photocopy of the FIR in 583 of 2020 dated 07.09.2020. (The learned counsel for the plaintiff objects to mark the document as it is a photocopy).
Ex.D45	The photocopy of the Censor certificate issued in favour of 1 st Defendant dated 03.11.2020.(The learned counsel for the plaintiff

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	objects to mark the document as it is a photocopy).
Ex.D46	The photocopy of the order in Crl.P.No.4853 of 2021 dated 15.07.2021.
Ex.D47	The photocopy of the Charge Sheet filed in FIR 583 of 2020 dated 24.03.2022. (The learned counsel for the plaintiff objects to mark the document as it is a photocopy).
Ex.D48	The certified copy of the Judgment in C.C.No. 6306 of 2017 dated 24.04.2023.
Ex.D49	The photocopy of the Order in Crl.O.P.No.32987 of 2019 dated 12.10.2023.
Ex.D50	The Pen drive contains full movie of “DHADHA”.
Ex.D51	The photocopy of the Letter issued by the Film and Television Producer's Guild of South India dated 04.11.2015.

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SENTHILKUMAR RAMAMOORTHY J.

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Pre-delivery common judgment made in C.S.No.362 of 2016 & C.S.(Comm Div) No.237 of 2022

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