

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON
05.08.2026PRONOUNCED ON
01.09.2026

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THE HON'BLE MR.JUSTICE K.KUMARESH BABU

**A.No.3144 & 3145 of 2026 &
O.A.Nos.626 & 627 of 2026****A.Nos.3144 & 3145 of 2026**

M/s.Screen Scene Media Entertainment Pvt. Ltd.,
Rep., by its Director,
No.6, Padmanabha Nagar, 2nd Street,
Adyar, Chennai – 600 020.

... Applicant

Vs

Dr.S.Venkatesh

..Respondent(s)

COMMON PRAYER:- These Applications had been filed under Order XIV Rule 8 of the Madras High Court Original Side Rules r/w Order 39 Rule 4 of CPC to vacate the interim injunction dated 25.06.2026 passed in O.A.Nos.626 & 627 of 2026 in C.S.(Comm.Div) No.177 of 2026.

O.A.Nos.626 & 627 of 2026

Dr.S.Venkatesh

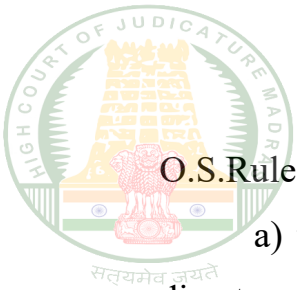
... Applicant/Plaintiff

Vs.

M/s.Screen Scene Media Entertainment Pvt. Ltd.,
Rep., by its Director,
No.6, Padmanabha Nagar, 2nd Street,
Adyar, Chennai – 600 020.

... Respondent/Defendant

COMMON PRAYER:- These Applications had been filed under Order XIV of



O.S.Rules r/w Order XXXIX Rule 1 & 2 of CPC for the following reliefs:-

a) to grant an order of interim injunction restraining the respondent, its directors, servants, agents, men, representative or any person claiming through or under it from in any manner releasing, distributing, exhibiting, broadcasting, telecasting, communicating to the public, streaming, licensing, assigning, exploiting or otherwise dealing with the Tamil cinematograph film titled “Production No.9/Karathey Babu” starring Jayam Ravi and others and directed by Ganesh Babu, without my prior written consent, pending disposal of the suit; and

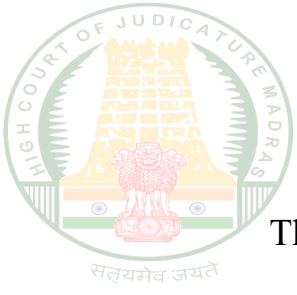
b) to grant an order of interim injunction restraining the respondent, its directors, servants, agents, men, representatives or any person claiming through or under its from assigning, transferring, licensing, mortgaging, pledging, encumbering, creating third-party rights in, or otherwise dealing with any copyright, negative rights, satellite rights, OTT rights, theatrical rights, audio rights, dubbing rights, remake rights or any other intellectual property rights relating to the Tamil cinematograph film titled “Production No.9/Karathey Babu” starring Jayam Ravi and others and directed by Ganesh Babu, pending disposal of the suit.

For Applicants(s): Mr.K.P.Sanjeev Kumar
in A.Nos.3144 & 3145 of 2026

Mr.K.Harishankar
in O.A.Nos.626 & 627 of 2026

For Respondent(s): Mr.K.Harishankar
in A.Nos.3144 & 3145 of 2026

Mr.K.P.Sanjeev Kumar
in O.A.No.626 & 627 of 2026



COMMON ORDER

These Applications in A.Nos.3144 & 3145 of 2026 had been filed to vacate the interim injunction dated 25.06.2026 passed in O.A.Nos.626 & 627 of 2026 in C.S.(Comm.Div) No.177 of 2026.

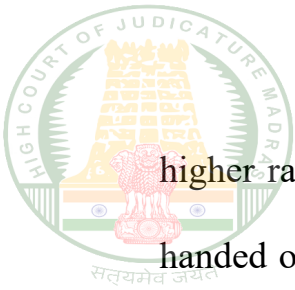
2. These Original Applications in O.A.Nos.626 & 627 of 2026 had been filed to grant an order of interim injunction restraining the respondent, its directors, servants, agents, men, representative or any person claiming through or under it from in any manner releasing, distributing, exhibiting, broadcasting, telecasting, communicating to the public, streaming, licensing, assigning, exploiting or otherwise dealing with the Tamil cinematograph film titled “Production No.9/Karathey Babu” starring Jayam Ravi and others and directed by Ganesh Babu, without the applicant's prior written consent therein, pending disposal of the suit; and to grant an order of interim injunction restraining the respondent, its directors, servants, agents, men, representatives or any person claiming through or under its from assigning, transferring, licensing, mortgaging, pledging, encumbering, creating third-party rights in, or otherwise dealing with any copyright, negative rights, satellite rights, OTT rights, theatrical rights, audio rights, dubbing rights, remake rights or any other intellectual property rights relating to the Tamil cinematograph film titled “Production No.9/Karathey Babu” starring Jayam Ravi and others and directed by Ganesh Babu, pending disposal of the suit.



3. Considering the assignment that had been granted in favour of the plaintiff, which had been evidenced from the agreement entered into between the parties and also the letter issued by the defendant to the laboratory concern an injunction had been granted by this Court by its order dated 25.06.2026 which had been sought to be vacated under the present applications.

4. Heard Mr.K.P.Sanjeev Kumar learned counsel appearing for the applicant and respondent in A.Nos.3144 & 3145 of 2026 and O.A.Nos.626 & 627 of 2026, respectively and Mr.K.Harishankar, learned counsel appearing for the applicant and respondent in O.A.Nos.626 & 627 of 2026 and A.Nos.3144 & 3145 of 2026 , respectively.

5. The learned counsel appearing for the vacate injunction applicant would submit that on a calculated misrepresentation of the factual matrix, the plaintiff had been benefited with the injunction, which is causing severe prejudice to the defendant, who is an admitted copy right holder of the Tamil film, which had been produced by the defendant. He would submit that the plaintiff being the non-resident Indian was also holding fixed deposits with Axis Bank, which had lesser rate of interest being attached to it. Hence, the plaintiff entered into a commercial agreement with the group companies whereby it was benefited with over draft facilities as against the fixed deposit held by the plaintiff. In view of the said arrangement, the plaintiff was benefited with the



higher rate of interest. Pursuant to the said agreement, the defendant had also handed over the blank signed promissory notes, blank signed stamp papers and blank signed blank letterheads as collateral security for securing the commercial arrangement.

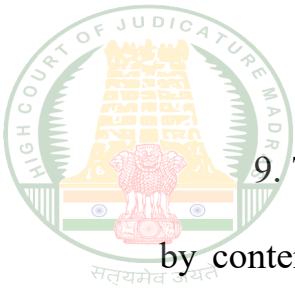
6. While that being so, a request was made by the plaintiff to foreclose the overdraft facilities availed against the fixed deposit in a phased manner for him to enable utilisation of the fixed deposits. He would vehemently deny the agreement that had been placed on record before this Court and contend that there was no assignment agreement except the commercial transaction which was financial in nature. The unsigned blank papers, letterheads and other documents which had been misused by the plaintiff. He would submit that even under the said agreement, there has been no assignment of a theatrical release of the said film and an injunction had been granted, which is causing delay in release of the film adversely affecting the defendants commercial arrangement that had been entered with the third parties. Hence, he prays this Court to vacate the injunction. In support of his contentions, he had also placed reliance upon the various communications issued by the bank.

7. Countering his arguments, the learned counsel appearing for the plaintiff would submit that the defendant consciously had granted assignments of the rights of two films, which were then untitled and that apart amendments



to the said agreement have also been made in view that one of the film had been dealt with by the defendant without honouring the assignment that had been made in favour of the applicant. He would further submit that the defendant had issued a letter to the film laboratory which is common in film industry in that regard. However, without not addressing the said issue, the defendant tries to mislead this Court based upon certain commercial transaction that had been entered into with regard to availing of over draft facilities on the fixed deposits held by the plaintiff and the communication with the bank cannot at any stretch of imagination over throw the plaintiff's right in asserting the assignment granted in his favour. He would further submit that at no point of time, the allegations such as handing over of blank signed papers had been made by the defendant and are all created only for the purpose of this case. He would also place reliance upon the minutes of the meeting to dispel the claim now made by the defendant. He would submit that even in the minutes of the meeting on 25.11.2024, the defendant had acknowledged the assignment of right in favour of the plaintiff. Hence, he would submit that no merits in the applications to vacate the interim injunction granted by this Court and therefore, prays this Court to affirm the order of the injunction granted.

8. I have considered the submissions made by the learned counsels appearing on either side and perused the materials placed on record.



9. The defendant had primordially disputed the agreement of assignments by contending that the same had been created using the blank signed papers given by the defendant as a collateral security for the commercial arrangement that had been entered between the parties. In that regard, it is to be seen that the plaintiff had placed on record two sale agreements that had been entered between the parties and further amendment agreements to the said sale agreements, apart from the letter issued by the defendant to the film laboratory.

10. A perusal of the said sale agreements of the year 2022 would indicate that the defendant had claimed to be the absolute owner of the copy right title and interest of two un-named films, titled as production No.8 & Production No.9. Under the first sale agreement, Production No.8 was the subject matter and under the 2nd sale agreement, dated 12.05.2022, Production Nos.8 & 9, were the subject matter. Under the first amendment agreement, it had been indicated that Production No.8, which was re-named as “Brother” had been released without any assignment to the plaintiff. It had been specifically agreed between the parties for assignment of the film Production No.9, which has now been titled “Karathey Babu” in favour of the plaintiff and all other terms that had been agreed in the earlier agreement was to apply. Schedule B to the agreement list out the right that had been assigned under the agreement, which would be applicable to the Production No.9/Karathey Babu. For better appreciation, the same is extracted hereunder:-

**SCHEDULE B****RIGHTS ASSIGNED UNDER THE AGREEMENT**

All present and future copyright and all other rights whether commercial or non- commercial in all media, including but not limited to television and radio rights, satellite television rights, computer rights, Video copyrights, DVD/ VCD, Blue Ray, CD-ROM software rights, Advertisement package rights, Publishing rights, Title rights, Recording rights and any other rights including but not limited to cable TV rights, Terrestrial Television rights, Web TV rights, IPTV rights, Video cassette rights, High seas rights, airborne rights. Internet rights, Mobile rights, Pay Per View rights, Microchips, Personal handheld Devices broadband rights, Surface Transport rights, DTH rights, Multimedia rights, Video on demand rights, SVOD, TVOD, AVOD, FVOD, NVOD, EST, OTT, DTH VOD, Internet Catch up TV, Pay Television rights, Cable pay television rights, Terrestrial pay television rights, Satellite pay television rights, direct-to-user (DTU) rights, laser disc rights, Television rights and rights through all telecommunication systems including telephones, mobile phones, pagers, electronic merchandise, the internet, whether in existence now or created in the future, in the film, including any parts and the film package throughout the territory for the full period of copyright and any extensions and renewals, such rights more particularly described hereunder

(a) All forms of non-theatrical rights including the right to exhibit the film in all businesses and commercial industries and organisations of an educational, cultural, religious, charitable and social nature including but not limited to schools, churches, evening institutions, museums, hospitals, prisons, summer camps, drama groups, film societies, professional associations, public libraries, colleges and universities, hotels and private clubs for territories of entire world Including India



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A.No.3144 of 2026



(b) All forms of television and radio rights including the right to broadcast, transmit, delivery, distribute or manufacture, duplicate, sell, rent, license, or supply the film whether transmission is by cable, satellite, terrestrial, digital, microwave, DTH, high seas, airborne, in-flight, internet, over the air or otherwise or other forms of reception by television whether in existence now or created in the future including free pay per view rights, pay television rights, cable pay television rights, terrestrial pay television rights, satellite pay television rights, DTU (Direct-To-User) rights, laser discs rights (excluding Doordarshan Television rights, subscription rights, license and rental rights. any

(c) All forms of exploitation through videos including right to copyright, transfer, manufacture, duplicate, sell, rent, supply, distribute and have distributed¹⁻¹⁴ the Film for home use by the public and to non-paying audiences in educational, cultural, religious, social and other institutions of any kind, and to commercial companies and businesses including hotels, clubs, airlines, ships, by means of electronic and mechanical reproduction whether the existence now or created in the future in the form of any disc, magnetic tape, or other method so that the film shown as a moving image intended for reproduction on copies which are inserted in a machine or device to be played back on a television, computer or other visual screen by a video recorder, DVD player or some other machine whether the two are distinct or one item. These rights shall



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include videocassette, disc, laser, reel to reel, CD, DVD, CD-ROM, multimedia, video on demand, the internet, delivery by telephone and mobile phones by a screen, merchandising, cinemas, non-paying audiences in educational, cultural, religious and social establishments, clubs and universities, commercial use by businesses

(d) All forms of the advertisement package rights in relation to the film and any developments including but not limited to all forms of television, digital, satellite, cable, terrestrial, radio, video and video gram, cassette, disc, laser; all forms of publishing, hardbacks, paperbacks, newspapers, magazines; all theatre, films, advertisements, educational, social, cultural and religious use; all forms of merchandising whether based on characters, logos or images, toys, stationery, clothes; all 1-14 forms of electronic reproduction, dissemination and distribution, internet, electronic devices and gadgets, interactive games, multi-media, interactivity, in sound, vision, text, or graphics, CD-ROMs.

(e) An exclusive, transferable, irrevocable, royalty free, perpetual and worldwide rights to create, use and/or sell the film's content/licensed materials as digital collectible/asset that represents real-world objects like art, music, in-game items and video using Non Fungible Tokens, Crypto, Block Chain and related technology.

(f) All forms of publishing rights whether in printed or electronic form of any part(s) of the film



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A.No.3144 of 2026



(g) All title rights in the film including the exclusive right to have the film referred to for all commercial and promotional purposes, including the broadcast, transmission or supply of the recordings by any form of cable, satellite, digital, terrestrial etc

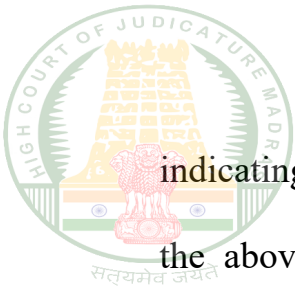
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(h) All the recording rights in the film including the right to make any film and/or soundtrack of the film or part(s) meaning a recording on any medium from which a moving image may by any means be produced and/or the sound recording of the film and/or part(s) regardless of the medium on which the sound recording is made on by methods which sounds are produced or reproduced whether in existence now or created in the future. Together with right to exercise and make the recordings of the film and/or parts(s) and to reproduce, supply, distribute and authorise others to do so in respect of all such material

(i) All the editing rights in the film including but not limited to the right to exploit the film in bits and pieces and to mix and match dialogues, songs or any other portions of the film like scenes, songs, dialogues, sequences etc. with scenes, songs, dialogues, sequences of any other film or private albums, and consequent thereto the right to sell such formats created to any person for any of the aforesaid media;

(k) All other rights whatsoever as may exist in relation to the film

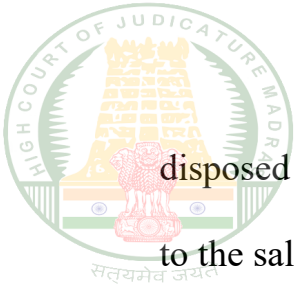
11. A letter had also been issued by the defendant to the film laboratory



indicating that the rights that had been assigned in favour of the plaintiff. From the above, it could be observed that the copy rights and other rights both commercial and non commercial in various modes have been given to the plaintiff except the theatrical rights.

12. The minutes of the meeting that had been placed on record also indicates that the defendant had affirmed the assignment. Even though the defendant had disputed the agreement, he has not disputed the signatures found in the said agreements. Similarly also the minutes of the meeting was contested by pointing out that for various parties, the defendant's Managing Director had only signed, this Court is unable to accept the contention as when the defendant had admitted his signatures as Managing Director and he had not disputed that he is not having any role in any of the companies which he represented to have signed for the said reason, this Court is of the *prima facie* view that the plaintiff would be entitled for an injunction for violating the assignment rights that had vested with it under the agreements as amended. But however considering the fact that the theatrical release had not been assigned to the plaintiff, the injunction that was granted by this Court shall not cover the theatrical rights of the film “Karathey Babu”, but would only be subjected to the rights that had been created and extracted supra.

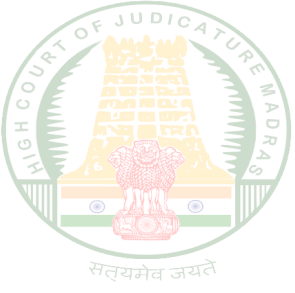
13. Accordingly, all the Applications and Original Applications stand



disposed of by restricting the injunction to the rights assigned under Schedule-B to the sale agreement dated 12.05.2022 and the defendant is entitled to theatrical release of the said film “Karathey Babu”. However, there shall be no order as to costs.

01.09.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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A.No.3144 of 2026



K.KUMARESH BABU, J.

PBN

A Pre-delivery Common Order made in
A.Nos.3144 & 3145 of 2026 &
O.A.Nos.626 & 627 of 2026

01.09.2026