Order QR

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON	PRONOUNCED ON
20.07.2026	04.11.2026

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

CS No. 2 of 2017

Arun Suradhan
S/o. S.Rangarajan
Dilruba House
New No. 8 Old No.20,1st lane, Puliyur, 2nd Main Road, Trust Puram, Kodambakkam
Chennai 600 024

..Plaintiff(s)

Vs

1. M/s.MPF Studios
   Rep.by its Managing Director
   No.17/1 Ground Floor Muthupandi Avenue
   Santhome, Mylapore, Chennai-600 004
2. Zoho Corporation Pvt.Ltd.
   Rep.by its Managing Director,
   Estancia IT Park, Plot Nos. 140 and 151, GST Road, Vallancherry Village, Chengalpattu
   Taluk, Kanchipuram District 603 202

..Defendant(s)

PRAYER: Suit has been filed under Order IV Rule 1 of the O.S. Rules and Order VII Rule 1 of CPC read with Section 57 and 62 (2) of the Copyrights Act, 1957, seeking for the following reliefs

(i) Direct the defendants to jointly and severally pay a sum of Rs.26,00,000/-(Rupees Twenty Six Lakhs only) as damages to the plaintiff for infringement of the plaintiff's Copyright in the Musical Work in the said advertisement and for breach of the Agreements dated 03.11.2014 and 23.02.2015 with future interest thereon at the rate of 18% per annum form the date of institution of the suit till the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

date of making payment;

(ii) Direct the defendants to pay the cost of the suit.

(iii) Pass any such other orders as this Court may deem fit and proper under the facts and circumstances of the case.

For Plaintiff(s): Mrs.V.Saradha Vivek
for M/s. BFS Legal

For Defendant(s): Mr.Ashwin Shanbhag for D1

D2 partly Decreed in terms of the Settlement Agreement dated 09.06.2022 by order dated 10.08.2023

JUDGMENT

The present suit has been filed seeking a sum of Rs.26,00,000/- as damages to the plaintiff for Infringement of Plaintiff's Copyright in the Musical work in the said advertisement and for breach of the Agreements dated 03.11.2014 and 23.02.2015 with the future interest thereon at the rate of 18% p.a. from the date of institution of the suit till the date of making payment along with the costs

2. The facts giving arise to the present case is that the plaintiff is a well-known music composer who was approached by the first defendant, namely, an advertising company to create a musical work for an advertisement made for the second defendant, who is a corporate company in the business of IT and ITES. Subsequently the Plaintiff and the first defendant entered into a Commercial

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR
WEB COPY

Music Contract Agreement (hereinafter referred to as 'CMCA') dated 03.11.2014 with respect to the musical work created for the advertisement of the second defendant. The defendants violated the terms of the CMCA by using the said musical work of the plaintiff on AIR radio at Chennai and other places, which was not stipulated therein. Subsequently the plaintiff amended the original CMCA vide the Amended CMCA dated 23.02.2015, wherein the commercial package was expanded to include the use of musical work for radio Channels limited to India and in the territories as previously mentioned in the original CMCA dated 03.11.2014. The Amended CMCA had specifically provided the period during which the Defendants were entitled to use the Plaintiff's musical work, which was stipulated to be until 03.11.2015. The defendants continued to violate the plaintiff's copyright, in-spite of the having knowledge about the terms and conditions stipulated in both the CMCAs. Consequently the plaintiff had sent a email dated 20.11.2015, to the first defendant wherein he had offered to renew the Agreements; however, despite the aforesaid communications, the First Defendant did not take any steps in that regard.

3. Thereafter the plaintiff had sent a legal notice dated 18.01.2016 to both the defendants, for which the he had received the replies dated 16.02.2016 and 02.03.2016 respectively, wherein the defendants had denied the allegations. Subsequently the plaintiff had sent rejoinders dated 01.03.2016 and 11.03.2016 to the defendants 1 and 2 respectively, with regard to their infringement of the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

plaintiff's copyrights. The second respondent upon being informed about infringement of the plaintiff's copyrights had classified the advertisement bearing the plaintiff's musical work as private video. While such classification limited the public view of the advertisement, the second defendant was still able to grant permission to the persons it chooses fit to view the advertisement. It was only upon receipt of the rejoinder notice referred to *supra* that the Second Defendant removed the video, even from its private listings. The plaintiff avers that he had suffered substantial financial loss along with the damage to his reputation during the period of infringement of the plaintiff's copyrights. Therefore the plaintiff has instituted the present suit seeking damages to a tune of Rs.26,00,000/- with regard to the Infringement of the Plaintiff's copyright in the Musical Work in the advertisement and for the breach of the Agreements dated 03.11.2014 and 23.02.2015, with future interest thereon at the rate of 18% per annum from the date of institution of the suit till the date of making payment along with the costs of the suit.

4. The first defendant had filed its written statement, wherein it denies all the allegations made by the plaintiff towards the defendant. It is submitted that though the first defendant accepts the usage of the plaintiff's musical work to the second defendant's advertisement, such usage was well within the terms stipulated therein under original CMCA dated 03.11.2014 and the Amended CMCA dated 23.02.2015, which was entered between the first defendant and the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR
WEB COPY

Plaintiff. It is averred that the plaintiff's musical work was used strictly within the period stipulated under the aforesaid Agreements, namely 03.11.2015. Therefore, there has been neither any infringement of the plaintiff's copyright nor any violation of the terms and conditions of the CMCAs. The first defendant further avers that the notice sent to it by the plaintiff was duly replied and the allegation that the infringement of the plaintiff's copyright by the first defendant had ceased only after the first rejoinder notice is wholly false. The first defendant further states that even under both the aforesaid Agreements, at no point of time can the first defendant be held liable for any acts of the second defendant. The first defendant further avers that in the absence of any infringement of the plaintiff's copyrights, the claim for damages is not maintainable, much less the exorbitant damages claimed by the plaintiff. Therefore, the first defendant contends that the present suit is not maintainable and accordingly, prays for the dismissal of the same with respect to the defendant.

5. The second defendant has filed a written statement wherein it is submitted that the second defendant at no point of time had any contract of any nature with the plaintiff and all the dealings of the second respondent as a client was only through the first defendant, the advertisement company who had engaged the plaintiff. It is averred that though the second defendant was made aware of the fact that the plaintiff had composed the music and melody to their advertisement under the contract with the first defendant, the defendant was

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

neither was party to the Original CMCA dated 03.11.2014 nor was made aware of the knowhows of the terms and condition mentioned therein. Even the plaintiff herein did not find it necessary to communicate the same to the second defendant prior the email exchanges. It is averred that the exchange of emails and notices between the Plaintiff and the Second Defendant took place only in and around February 2015, and the amendment to the original Agreement was executed on 23.02.2015. Second defendant further avers that when the rejoinder notice was sent by the plaintiff, the defendant had acted swiftly and had removed the video from its Youtube channel. It is further averred that upon the perusal of both the CMCAs the second defendant did not find any clause therein with regard to the Plaintiff's retention of copyright in the musical work. Therefore it is contended that neither infringement to the plaintiff's copyrights had occurred nor the terms and conditions of the CMCAs were violated so as to warrant the Plaintiff's claim of damages. Hence prays the dismissal of the suit with respect to the second respondent.

6. Based on the above pleadings this court had framed the following issues;

1. Whether the plaintiff is the owner of the copyright in the musical work?

2.Whether there is privity of contract between the plaintiff and the 2nd defendant, if not, if the 2nd defendant was made aware of the terms and conditions of the agreement dated 03.11.2014 that

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR
WEB COPY

was entered into between the plaintiff and the 1st defendant at the time of coming into force of the said agreement?

3.Whether the usage of the musical work on the radio channels and the alleged infringement of the plaintiff's copyright was condoned by the very conduct of the plaintiff in receiving further consideration of Rs.50,000/- (Rupees Fifty Thousand Only) and entering into the amended agreement dated 23.02.2015 and if the alleged cause of action in this regard still subsists?

4.Whether the 2nd defendant has promptly complied with the demands of the plaintiff immediately upon receipt of the notices and also removed the said private video from the You Tube Channel? If so, whether the plaintiff actually suffered any monetary losses at all?

5.While the annual contract stipulated only a consideration of Rs.1,93,000/- (Rupees One Lakh and Ninety Three Thousand Only), whether the plaintiff is justified in alleging actual monetary losses and consequent damages of Rs.26,00,000/- (Rupees Twenty Six Lakhs Only) for the alleged infringement of copyright for a period of around 4 (four) months from 03.11.2015, that too, with interest and costs?

6.Whether the Plaintiff is entitled to the damages of Rs.26,00,000/- along with future interest at the rate of 18% p.a. from the date of institution of suit till date of payment as claimed by him for the alleged infringement of the copy right?

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR

WEB COPY

7.If Yes, is the 1st Defendant jointly and severally liable for any alleged infringement by the 2nd Defendant?

7. On behalf of the Plaintiff, two witnesses, namely, the plaintiff himself and Mr.Udhaya Rajani have been examined as PW1 and PW2 respectively along with 17 documents marked as Ex.P1 to Ex.P17 as evidence and on the defendants' side one Mr.Sairam Kumar, the authorised signatory of the first defendant have been examined as DW1 and have marked two documents as Ex.D1 and Ex.D2 as evidence.

8. Both sides were referred to the Mediation and Conciliation Centre of this court vide the order 31.08.2021, as they came forward to negotiate the issue and possibly reach an amicable settlement. Consequently, the Plaintiff and the second defendant had entered into a Settlement Agreement dated 09.06.2022. Accordingly this court vide its order dated 10.08.2023 recorded the aforesaid Settlement and held that the present suit, insofar as the Second Defendant is concerned, stands partly decreed in terms of the Settlement Agreement referred to *supra*.

9. Heard Mrs.V.Saradha Vivek learned counsel appearing on behalf of the plaintiff, Mr. Ashwin Shanbhag learned counsel appearing on behalf of the first defendant.

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

10. Mrs.V.Saradha Vivek learned counsel appearing on behalf of the plaintiff would submit that the Plaintiff's copyrights confers a *Right In Rem* in his favour against the world at large. She submits that the actions of the second defendant at the instance of the first defendant constitutes a breach in the plaintiff's rights. Since the copyrights has flown from the first defendant to the second defendant the defendants are jointly or severally liable to pay the damages. However since the Plaintiff has already reached a Settlement with the second defendant *vide* the Settlement Agreement dated 09.06.2022, the first defendant alone is liable to pay the damages towards the Plaintiff. She submits that the plaintiff's *Right In Rem* is different from the plaintiff's *Right in Personam* against the first defendant with regard to the CMCA dated 03.11.2024 marked as Ex.P1 and the Amended CMCA dated 23.02.2015 marked as Ex.P4

11. The learned counsel submits that the Plaintiff is the absolute owner of the copyrights of the musical work and had only permitted the first defendant to use the copyrighted work within a time period, till a specific date, namely 03.11.2015 as stipulated under the CMCA and Amended CMCA. Consequenlty the first defendant in turn had used the copyrighted work in the advertisement for its client, namely the second defendant. Since the copyrighted work was utilized by the second defendant through the first defendant, the first defendant was obligated to regulate such use by the second defendant in accordance with

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

the terms and conditions of the CMCA and amended CMCA, which the first defendant had completely failed to ensure. Further it is submitted that the first defendant in his cross examination had himself admitted that it was the defendant's duty to ensure that the second defendant followed their instructions while utilizing the copyrighted musical work. She also submits that even the Amended CMCA dated 23.02.2015 was executed on account of the breach of the original CMCA dated 03.11.2014, which was accepted by the first defendant (DW1) in his cross examination.

12. The learned counsel submits that the first defendant was fully aware that under the CMCA and Amended CMCA the copyright of the musical work expired on 03.11.2015, a fact which has been admitted by the first defendant (DW1) in the cross examination, and that any kind of usage of the plaintiff's copyrighted work subsequent to the aforesaid date constitutes an infringement of plaintiff's copyrights. Thereafter it is submitted that the second defendant continued to use the plaintiff's copyrighted work even after the stipulated date of 03.11.2015 which clearly lead to an infringement in the plaintiff's copyrights as per the terms of both CMCA and Amended CMCA. The usage of the plaintiff copyrighted work by the second defendant beyond the expiry date of 03.11.2015 stand substantiated by the plaintiff's evidences marked as Ex.P7 to Ex.P10. Upon noticing the infringement committed by the Second Defendant, the Plaintiff forthwith sent emails to the First Defendant, calling upon it to cease and

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

desist from further infringing the Plaintiff's copyright. However, instead of taking the necessary steps to remedy the breach, the First Defendant sought to wriggle out of its obligations by contending that it could not be held liable for the infringement committed by a third party.

13. The learned counsel further submits that the Plaintiff had also offered to renew the Agreements, in the event the Defendants intended to continue using the Plaintiff's copyrighted work; however, the Defendants chose not to renew the Agreement. It is submitted that apart from sending soft mails to the second defendant the first defendant had not taken any proactive steps to ensure that the copyrights of the plaintiff are protected and that both the CMCA and Amended CMCA are not breached. The learned counsel contends that the first defendant had not even sent a single legal notice to the second defendant to cease and desist from infringing the plaintiff's copyrights. On the other hand subsequent to the plaintiff informing the first defendant about the infringement *vide* the emails, the second defendant had classified the advertisement video carrying the infringed musical work of the plaintiff as "Private Video". Thereby the second defendant monitored and restricted who views that advertisement video on Youtube, continuing the infringement. According to the learned counsel, the aforesaid action of the Second Defendant was pursuant to the instructions of the First Defendant's authorised signatory DW1, which in his cross-examination was admitted and that it was the First Defendant's obligation to ensure that the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

Second Defendant acted in accordance with its instructions, since the Second Defendant was its client.

14. The learned counsel further submits that the infringement of the copyrighted work of the plaintiff and the breach of the CMCAs had resulted in the huge monetary loss to the plaintiff. She elaborates that the plaintiff had received various other offers from interested parties to license the copyrighted work of the plaintiff subsequent to the expiry date. One such party was M/s.Dazu Entertainment, whose was willing to offer a sum of Rs. 10,00,000/- to produce a music video using the copyrighted work of the plaintiff along with the 50% share in the profits. However the said project was dropped since the defendants continued to infringe the plaintiff's copyrighted work beyond its expiry date as mentioned in the CMCAs, namely 03.11.2015. In order to substantiate her contention the learned counsel relies upon the letter dated 02.01.2016 issued by the M/s.Dazu Entertainment marked as Ex.P17, along with the deposition of the proprietor of the said M/s.Dazu Entertainment as PW2 and his cross examination.

15. Therefore, the learned counsel submits that the aforesaid facts and circumstances establish the infringement of the Plaintiff's copyright and breach of the Agreements, namely, the CMCA dated 03.11.2014 and Amended CMCA dated 23.02.2015, entered into between the Plaintiff and the First Defendant,

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR
WEB COPY

resulting in monetary loss and injury to the Plaintiff's reputation and thereby giving rise to a claim for damages against the Defendants. In that regard the learned counsel placed her reliance upon the Hon'ble Apex Court judgements made in the cases of ***Karsandas H.Thacker Vs The Saran Engineering Co. Ltd***, reported in ***AIR 1965 SC 1981*** and ***Pannalal Jankidas Vs Mohanlal and Anr*** reported ***1951 AIR 144*** along with the judgement made by the Hon'ble Delhi High Court in the case of ***Microsoft Corporation Vs Deepak Raval*** reported in ***MIPR 2007 (1) 72***. Accordingly, the learned counsel prays that the suit be decreed in favour of the Plaintiff and against the Defendants.

16. *Per Contra*, countering the above arguments Mr.Ashwin Shanbhag, learned counsel appearing on behalf of the first defendant would submit that the said defendant has been engaged in the business of producing advertisements. It is submitted that the first defendant had entered into CMCA dated 03.11.2014 with respect to the plaintiff's musical work and use the same in an advertisement for the second defendant. The aforesaid CMCA came to be amended vide an Amended CMCA dated 23.02.2015. The Plaintiff, being the Licensor in the above-mentioned agreements, agreed to compose, arrange and produce the music to be featured in the commercial of second defendant. At the outset, it is submitted that the First Defendant has not committed any act constituting a breach of the aforesaid Agreements and, in fact, has ceased using the plaintiff's musical work after 03.11.2015 as stipulated under the said Agreements. The

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

learned counsel contends that even assuming, without admitting, that the First Defendant had committed a breach of the aforesaid CMCAs, Plaintiff has failed substantiate his contention by any cogent evidence on record.

17. The learned counsel submits that a mere perusal of Clause No.2 in the Amended CMCA (Ex.P4) makes it clear that the term of the said Agreement could be extended, subject to renegotiation between the parties. He submits that the Plaintiff continued to negotiate with the Defendants even after the expiry date stipulated under the Agreements, namely, 03.11.2015. The same can be borne out by the Ex.P5, Ex.P6 and Ex.P8, and is further reaffirmed by the Plaintiff himself in his cross-examination as PW1. The learned counsel further submits that the on one hand the plaintiff PW1 had indulged in the activity of renegotiating his agreement all along, beyond the period of the agreement namely beyond 03.11.2015. Upon the failure of the said negotiations, the Plaintiff had turned around and alleged breach against the First Defendant on account of the alleged use of the Plaintiff's musical work. The learned counsel contended that the perusal of the evidence on record, particularly the testimony of PW1 would clearly establish the Plaintiff's continued willingness to extend the contractual relationship subject to the price negotiations, which amounts to acquiescence and precludes the Plaintiff from approbating and reprobating. He further contends that the Plaintiff's conduct amounts to acquiescence, and a passive assent to the continued contractual arrangement and evidences the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

plaintiff's intention to novate the existing contractual terms.

18. The learned counsel submits that the first defendant had duly communicated to the second defendant with regard to the alleged infringement and the same can be substantiated vide the email exchanges, which has been marked as Ex.D2. Further, it is submitted that the First Defendant was in direct communication with the representatives of the Second Defendant at all stages and had continued to negotiate with the Second Defendant for renewal of the Agreements even after their expiry and the same is substantiated by the testimony of PW1 in his cross-examination. Therefore the plaintiff cannot claim the that the first defendant had not taken any measures to safeguard the plaintiff's copyrights.

19. The learned counsel contends that, although the Plaintiff alleged that he suffered substantial loss on account of the alleged breach, claiming that several offers failed to materialise for the same reason, he failed to substantiate such loss by any cogent evidence. It is submitted that the plaintiff had computed damages to a tune of Rs.26,00,000/- , but had failed to set out upon what basis he had reached the said figure. Further, the learned counsel contends that, even assuming the alleged breach occurred, there is no basis for the damages claimed by the Plaintiff. The learned counsel submits that the entire case with respect to the damages falls upon an entity, namely M/s.Dazu Entertainment, owned by PW2. It is the claim of the plaintiff that the PW2 had made an alleged offer to

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR
WEB COPY

the plaintiff with regard to the plaintiff's copyrighted musical work post the expiry of the Agreements namely Ex.P1 and Ex.P4, which forms the subject matter of the present suit. It is submitted that the plaintiff (PW1) during the course of filing his proof affidavit, had marked an offer letter dated 02.01.2016 as Ex.P17, purportedly relating to an offer made by PW2 to the Plaintiff for a sum of Rs.10,00,000/- towards his copyrighted work. However according to the learned counsel the aforesaid offer letter was merely an afterthought which was filed almost 3 years after the date of filing the suit.

20. It is further submitted that there is no averment in the Plaint with regard to M/s.Dazu Entertainment or any alleged offer made by it to the Plaintiff. It is well a settled principle that an omission in the pleadings cannot be cured by introducing the same for the first time at the stage of evidence and that even the best evidence ought to be produced at the earliest opportunity. The learned counsel submits that a mere perusal of the answers elicited from PW1 in cross-examination would reveal the inconsistency in the Plaintiff's claim. While the Plaintiff claims damages at Rs.1,00,000/- per day, he also relies upon the alleged offer made by to by M/s.Dazu Entertainment, PW2 as the basis for such claim. Further, when confronted with Ex.P17, namely the offer letter of PW2, which records the amount offered was to a tune of Rs.10,00,000/- the Plaintiff stated that the said amount represented his professional charges, while the balance of Rs.26,00,000/- was towards "licence, copyright and production".

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

21. It is submitted that the perusal of the cross examination of the PW2 would clearly prove that the plaintiff has approached the PW2 only in the year of 2019, much after the filing of the present suit in December 2016. The learned counsel further points out the inconsistency with regard to the plaintiff's claim, namely, the PW1 in his cross examination had stated that the Ex.P17 was sent by post but also stated that the other communications happened in person. However in contradiction the PW2 states that when the alleged offer letter (Ex.P17) was sent he was in Chennai. Further, PW1 had also admitted that he did not have the postal cover or tracking proof in respect of Ex.P17. The aforesaid contradictions cast serious doubt on the genuineness of the offer letter, Ex.P17, and indicate that it was fabricated for the purpose of the present suit. Further, PW2 stated that the alleged project with his investor was dependent upon the Plaintiff's copyrighted work, without which the project could not proceed, whereas PW1 stated that it was PW2 who had first approached him for his musical work. These material inconsistencies clearly establish that the Ex.P17 and the alleged involvement of M/s. Dazu Entertainment were subsequent and afterthought claims of the Plaintiff.

22. In view of the foregoing facts and circumstances, the learned counsel submits that the Plaintiff had neither established the alleged infringement and the breach of both the CMCAs nor had proved the basis upon which the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

consequential damages were claimed. Therefore, the learned counsel prays that the present suit be dismissed.

23. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on record before this Court.

24. After the issues were framed, the plaintiff and the second defendant had settled their disputes pursuant to an agreement that was arrived at before the Mediation Center under which the defendant had agreed and paid a sum of Rs.2,50,000/- without admitting to the averments made in the plaint wherein the second defendant also agreed that the intellectual property rights had been vested with the plaintiff and also owns the copy right. In that regard, the issues framed by this Court particularly issue No.4 need not be dealt with by this Court.

Issue No.1:-

25. This issue can straight away be answered in favour of the plaintiffs as DW1 in his cross-examination had specifically acknowledged the plaintiff's ownership of the copy right in the musical work that was licensed to it. A reference to question No.3 in the cross-examination could be usefully referred to in that regard.

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR

WEB COPY

Issue No.2:-

26. The DW1 had also admitted that the copy righted materials of the music belong to the plaintiff had been obtained by the second defendant through the first defendant. Further, DW1 has also admitted that it was its duty of the first defendant to ensure that the second defendant would have to act as per his instructions with regard to the plaintiff's copy righted work. Further DW1 has also admitted that the first defendant had been communicating with the second defendant to cease and desists from using the plaintiff's copy righted work. In that regard, this issue is also answered in favour of the plaintiff that the second defendant was made aware of the terms and conditions of the agreement between the plaintiff and the first defendant. This would further indicate that there was no privity of contract between the plaintiff and the second defendant.

Issue No.3:-

27. It has been substantiated by the PW1 evidence that beyond 03.11.2015 it had been calling upon the first defendant from not infringing its copy right. DW1 has also admitted in its cross-examination that it has been communicating with the second defendant to desist from utilising the musical copy righted work of the plaintiff. DW1 has also admitted that it had not taken any action except for sending communication to restrain the second defendant from infringing the copy right work from the plaintiff which was licensed to the

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

Order QR

WEB COPY

first defendant beyond 03.11.2015.

28. In such view of the matter, it can be safely held that the plaintiff had not condoned the infringement of its copy right and the amended agreement dated 20.03.2015 which was prior to the pending of period in no manner is said to be an act condoning the infringement which had happened much after the said agreement. In that regard, this Court is of the considered view that the plaintiff's conduct do not condone the infringement of its copy right by the defendants.

Issue Nos.5, 6 & 7:

29. The plaintiff had quantified its damages at Rs.26,00,000/- which was to be jointly and severally payable by the defendants. Even though, it had exhibited Ex.P17 and had marched PW2 as a witness, it is to be noted that PW2 in his cross-examination even though, had claimed that there was an agreement entered into between them, had not categorically substantiated that the project was not given to the plaintiff in view of the infringement that had continued beyond 03.11.2015.

30. That apart, the alleged payment of Rs.10,00,000/- that was to be payable by the company i.e, to which DW2 belonged to the plaintiff had also not been substantiated. Even though, the PW2 claimed that the music that was

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

to be composed by the plaintiff was for the use of his client, when cross-examined on the details of the client, the PW2 had specifically answered that he do not know who the client was. In that regard, this Court is of the view that the plaintiff had not substantiated by any evidence that it had suffered damages and claim by it particularly to the tune of Rs.26,00,000/- as quantified by it.

31. Even though, the plaintiff had led PW2 and relied upon Ex.P17, as rightly pointed out by the learned counsel appearing for the defendants, the pleadings in his plaint had not pleaded the facts relating to the arrangement between it and M/s.Dazu and Ex.P17 also did not form part of the plaint documents. In that regard, this Court is of the view that the plaintiff is not entitled for damages as claimed by him.

32. In view of the findings and reasonings, the Issue Nos.5 to 7, this Court holds that the petitioner had not substantiated his claim for damages.

33. Accordingly, the suit stands dismissed. However, there shall be no order as to costs.

04-11-2026

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

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

Plaintiff's witness:

P.W.1 – Mr.Arun Suradhaa

P.W.2- Mr. Udhaya Rajani

Documents exhibited by the Plaintiff:

Exhibits	*Documents*
Ex.P1	The original Commercial Music Contract Agreement dated 03.11.2014.
Ex.P2	The Screenshot copy of the advertisement showing the views it has made and the comments about the music.
Ex.P3	The E-mail copy Communications after initial breach of contract by the Defendants.
Ex.P4	The original Amendment to Commercial Music Contract Agreement.
Ex.P5	The E-mail copy asking to withdraw the music content from all forms reminding the date of expiration of the agreement.
Ex.P6	The E-mail copy reminding the expiration of the contract dated 03.11.2015.
Ex.P7	The Screenshot copy of the advertisement being available in You Tube dated 08.11.2015.
Ex.P8	The E-mail copy offering to renew the Contract as the tenure has expired and there is breach of contract dated 20.11.2015.
Ex.P9	The E-mail copy Reply by the 1st defendant denying the breach of contract dated 27.11.2015.
Ex.P10	The Screenshot copy of the advertisement being available in You Tube dated 16.01.2016.
Ex.P11	The original Notice sent to the Defendants 1 & 2 dated 18.01.2016
Ex.P12	The original Reply Notice sent by the 1st Defendant dated 16.02.2016.
Ex.P13	The original Rejoinder sent to the 1st Defendants dated 01.03.2016.
Ex.P14	The original Reply Notice sent by the 2nd defendant dated 02.03.2016.
Ex.P15	The original Rejoinder sent to the 2nd defendants dated 11.03.2016.
Ex.P16	The original Reply Notice by the 2nd defendant to the Rejoinder sent by the plaintiff dated 05.05.2016.
Ex.P17	The original Letter from Dazu Entertainment offering payment for the copyrighted music of the plaintiff dated 02.01.2016

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

Defendant's witness:

D.W.1-Mr.Sairam Kumar

Documents exhibited by the Defendant:

Exhibits	*Documents*
Ex.D1	The printout of the E-mail dated 17.11.2014 (Sec.65B affidavit filed in common).
Ex.D2	The series of E-mail communications between plaintiff, 1st defendant and 2nd defendant (Sec.65B affidavit filed in common).

04-11-2026

GBA

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)

WEB COPY

Order QR

K.KUMARESH BABU, J.

GBA

Pre-delivery Judgement made in
CS No. 2 of 2017

04-11-2026

https://www.mhc.tn.gov.in/judis (Uploaded on: 05/11/2026 05:56:16 pm)