

**(1992) 09 DEL CK 0036**  
**In the Delhi High Court**  
**Case No : Suit No. 2680 of 1990**

Maruti Udyog Ltd.

APPELLANT

Vs

Film Centre and Another

RESPONDENT

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**Date of Decision :** 21-09-1992

**Acts Referred:**

**Citation :** (1992) 24 DRJ 215

**Hon'ble Judges :** Sagar Chand Jain, J

**Bench :** Single Bench

**Advocate :** Tarun Banga and Shayali Phatak, for the Appellant;

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## Judgement

S.C. Jain, J.

(1) Maruti Udyog Limited, hereinafter called the plaintiff has filed this suit for declaration and injunction against the defendant on the allegation that in order to boost the image of the company the plaintiff decided for a video film with the title "Excellence is its by line" mainly depicting its manufacturing operations, vehicles manufactured and the achievements made by it in the automobiles field to be screened for the benefit of the company's visitors and guests in its reception. The plaintiff invited quotations from the leading video film making units. Defendant No.1 through defendant No.2 vide letter dated 29.6.88 quoted Rs. 62,500.00 for the corporate film. The charges quoted were all inclusive like conceptualization ,script writing, shooting, editing, dubbing, commentary, music etc. A period of 45 days was indicated for completion of the order from the date of placement. By a subsequent letter dated 18.7.88 the defendant No.1 reduced the charges from Rs. 62,500.00 to Rs.59,500/ for the production of the film as a result of the negotiations carried on between the plaintiff and defendant No.1. An extra amount of Rs. 5000.00 was agreed to be given by the plaintiff to defendant No.1 by way of background commentary voice of one Mr Pratap Sharma. An advance of Rs. 30,000.00 was paid by the plaintiff company but the defendant failed to show the rushes of shooting on 21.1.89. Defendant No. 1 did not complete the video film and the plaintiff asked the defendant vide letter dated

17.4.89 to complete the video film taking into account the suggestions made by its Marketing Department. The defendant vide its letter dated 1.7.89 informed the plaintiff that the shooting of the film had been completed long time ago and it was to go on to the post production stage and once the film was edited then only it would be ready for commentary since synchronisation of the visuals had to be done with appropriate words. It was assured that they would complete the assignment within seven days. The plaintiff company asked the defendant to record an interview of its Managing Director at 11 a.m. on 9.8.89 but the defendant came at 12.40 on that day and, Therefore, the interview could not take place. Even on 17.8.89 the defendant did not reach the plaintiffs office for filming the interview and the interview of the Managing Director has not been recorded till date. Despite repeated requests made by the plaintiff several times the defendants have not filmed the total range of Maruti vehicles, open office system and interview with the Managing Director and Director (P&P).

(2) The defendant vide letter dated 19.9.89, submitted a huge, exorbitant and inflated bill for Rs. 3,47,669.00 which was more than the contracted amount. The plaintiff got the bill scrutinised and had several discussions with a view to settle the matter. In the meeting held on 23.12.89 between Mr. Babbar Chopra defendant No.2 and the officials of the plaintiff, Mr. Babbar Chopra agreed to accept Rs. 2 lakhs in full and final settlement of their entire claims. It was agreed that defendant No.2 would hand over the U-matic master print after incorporating Managing Director's message in the video film. A sum of Rs.1,61,000.00 was also agreed to be released to defendant No. 2 by way of balance payment towards Rs. 2 lakhs. Accordingly a cheque No. 200159 dated 23.12.89 was released to defendant No.2 by way of full and Final settlement of bill No. 1410, 1411, 1412 and 1415 dated 6.9.89. Though this amount was accepted by the defendant No.2 but U-matic print of the film was still in the custody of the defendant and it was stated by defendant No.2 that it would be released if the plaintiff pays Rs 1,47,669.00 further stating that all the copyrights in the Film were reserved to the producers. It was stated that all payments received up to date were advance only and the amount of Rs. 1,47,669.00 was due. It was also stated that unless the balance payment is made they would be constrained to use or part with the master print in any manner whatsoever in order to recover their actual balance.

(3) The defendants were asked to hand over the negative of the film but to no effect. On this basis a legal notice was sent to the defendant but the defendant refused to honour their part of the agreement. As a result this suit for declaration and injunction has been filed seeking relief that it be declared that copyright in the u-matic film vests in the plaintiff company. Relief of injunction has been sought seeking to restrain the defendant from using in any manner, deal with or create any right or to part with the said u-matic film to any person. The plaintiff has also prayed for a mandatory injunction directing the defendants to hand over the master print of the u-matic film and negatives etc to the plaintiff company.

(4) The defendants were served but nobody made appearance and as such they were proceeded ex parte.

(5) The plaintiff company produced evidence by way of affidavit. Commander P.K. Sinha, who is Manager Factory (Administration) has proved the 0909 contents of the plaint in his affidavit. There is no rebuttal to this affidavit nor the defendant made appearance to contest the suit.

(6) In view of the ex parte evidence led by the plaintiff company, I hereby pass ex parte decree of declaration in favor of the plaintiff and against the defendant declaring that copyright in the u-matic film "Excellence is its by line" vests in the plaintiff company. A decree of permanent injunction is also passed in favor of the plaintiff and against the defendant thereby restraining the defendant from using in any manner, deal with or create any right or to part with the said u-matic film to any person. A decree of mandatory injunction is also passed in favor of the plaintiff and against the defendant directing the defendant to hand over the master print of the u-matic film and negatives etc to the plaintiff company.

(7) No order as to costs.