

(2025) 12 MAD CK 1843

In the Madras High Court

Case No : Appeal No. 4570 Of 2025 In Civil Suit (Comm. Div.) No. 226 Of 2025

Mythri Movie Makers

APPELLANT

Vs

Dr.Ilaiyaraaja

RESPONDENT

Date of Decision : 03-12-2025

Acts Referred:

Code Of Civil Procedure, 1908 — Order 7 Rule 11, Order 39 Rule 3
Commercial Courts Act, 2015 — Section 12A
Copyright Act, 1957 — Section 2(d), 2(d)(ii), 2(ff), 2(p), 2(xx), 12A, 13(4), 17,
17(c), 57, 57(1)(a), 57(1)(b)

Citation : (2025) 12 MAD CK 1843

Hon'ble Judges : N.Senthilkumar, J

Bench : Single Bench

Advocate : P.V.Balasubramanian, Rahul Balakrishnan, A.Saravanan

Final Decision : Allowed

Judgement

N.Senthilkumar, J

1. The Application has been filed to vacate the order of interim injunction dated 08.09.2025 granted in O.A. No. 889 of 2025 in C.S. (Comm. Div.) No. 226 of 2025

2.The Respondent/Plaintiff filed O.A.No.889 of 2025 seeking interim injunction restraining the Applicant/1st Defendant from exhibiting, broadcasting, distributing, or streaming the film Good Bad Ugly with the Respondent/Plaintiff's songs. This Court has granted an exparte ad-interim injunction on 08.09.2025 with a direction to comply Order XXXIX Rule 3 of the CPC. The Applicant/1st Defendant now seeks to vacate the order of injunction on the following grounds:

2.1.The film's trailer was released on 04.04.2025 and the film was released theatrically on 10.04.2025 and the film was released in OTT Platform/Netflix on 08.05.2025. The Respondent/Plaintiff filed the suit only on 18.08.2025, after nearly 5 months from release. Once the film is released, the balance of

convenience is in favour of the Applicant/1st Defendant and not the Respondent/Plaintiff. The Respondent/Plaintiff has failed to follow Section 12A of the Commercial Courts Act, 2015, which mandates pre-litigation mediation.

The Applicant/1st Defendant acquired valid rights to exhibit and exploit the songs, from the owners/right holders as follows:

1. "Ilamai Idho Idho" song from M/s.WL Epic Media Pvt. Ltd., vide agreement dated 28.03.2025.
2. "Otha Rooba Tharan" song from M/s.Music Master Audio Video LLP., vide agreement dated 02.04.2025.
3. "En Jodi Manja Kuruvi" song from M/s.Sony Music Entertainment India Pvt. Ltd. on 01.09.2025.

2.2.The Respondent/Plaintiff is not a party to these agreements and has no right to challenge the Applicant/1st Defendant's lawful exploitation of the songs in dispute.

2.3.The impugned exparte ad-interim injunction grants the relief in the nature of a final relief to the Respondent/Plaintiff, even before the Applicant could be heard, which causes irreparable harm to the Applicant/1st Defendant. If the injunction is not vacated, the Applicant/1st Defendant will suffer irreparable loss.

3.The Respondent/Plaintiff filed a counter affidavit stating as follows:

The present civil suit and interim application are filed under the Copyright Act, 1957 (Sections 2(d)(ii), 2(p), 13(4), 17, 57), which establish the Respondent/Plaintiff as the author and first owner of copyright in respect of his musical works, with exclusive rights to permit or prevent modifications, adaptations or distortion. Section 2(d)(ii) of Copyright Act contemplates that Composer is the author of a musical work. Section 2(p) of Copyright Act contemplates that Musical work includes any graphical notation of such work. Section 13(4) of Copyright Act contemplates that Copyright in a cinematography film or a sound recording shall not affect the separate copyright in any work in respect of which or a substantial part of which, the film, or, as the case may be, the sound recording is made. Section 17 of Copyright Act contemplates that the Author is the first owner of the copyright unless valid assignment exists to the contrary. Section 57 of Copyright Act contemplates that the Author can prevent distortion or modification which would harm the reputation of the work.

3.1.The Respondent/Plaintiff's composings are unique, culturally significant and cannot be modified by subsequent adaptations or reproductions without his consent.

3.2.The Applicant/1st Defendant has altered, manipulated and reused Respondent/Plaintiff's compositions in the films without his consent. The Applicant/1st Defendant not only used the Respondent/Plaintiff's works but distorted them in their film "Good bad ugly," infringing his economic and moral

rights under Sections 17 and 57 of the Copyright Act, despite his legal notice.

4.The learned senior counsel for the Applicant/1st Defendant primarily contended that the producer of the movie is the first owner, unless there is a contrary agreement. The Applicant/1st Defendant, having obtained the rights to adapt, alter, reproduce the songs from the rightful owners of the songs is entitled to exploit the same. The learned senior counsel further contended that the Respondent/Plaintiff had received remuneration for composing the songs, the 2nd Defendant (Music Master Audio Video LLP) had given the rights to the 1st Defendant for exploitation of the songs in the movie as per agreement dated 02.04.2025 and pursuant to the agreement dated 28.02.2025, the 3rd Defendant (M/s.WL Epic Media Pvt. Ltd.,) had transferred the rights to the 1st Defendant.

The relevant portion of the agreements are extracted as follows:

5.The learned counsel for the Respondent/Plaintiff contended that the Applicant/1st Defendant claims to have obtained rights from WL Epic Media, Music Master Audio Video LLP & Sony Music Entertainment India, but their agreements cannot override the Respondent/Plaintiff's statutory rights as author. Audio marketing companies have no authority to permit the Applicant to modify or alter the Respondent/Plaintiff's musical works.

6.Heard the learned counsel for the parties and perused the available records.

7.The present application has been filed to vacate the interim injunction granted by this Court in O.A.No.889 of 2025 dated 08.09.2025.

8.The learned senior counsel appearing for the Applicant relied upon the judgment of the Delhi High Court, in Biswaroop Roy Choudhary Vs. Karan Johan reported in 2006 SCC OnLine Del 828, wherein it is observed as follows:

"13. Delay in approaching the Court, so far as grant of equitable relief is concerned, is always fatal. If the plaintiff is a serious producer of film, he ought not to have ignored gossip within his trade, whether it was in the form of Press reports or exchange of communication to the Guild or Association claiming the same title. At this present moment I am unable to find any plausible reason for not filing the present case at least upon the defendants performing its Mahoorat. The plaintiff has waited for the defendants to expend large sums of money and energy in the completion of the film with the same title, thereby shifting the balance of convenience in favour of the defendant. The situation that is arrived at is that the likelihood of passing off is almost wholly eradicated. The subsisting claim may, at the highest, be the use of a title which the plaintiff has itself failed to use. The right as well as the loss can only be determined after the Trial."

He further relied upon the judgment of the Bombay High Court, in M/s.Kamla Landmarc Real Estate Holding Private Limited and Others Vs. M/s.Image Developer and Another reported in 2025 SCC OnLine Bom 3284, wherein it is observed as follows:

17. In paragraph 39, a bald averment is made that the defendants are in the process of taking steps to create third party rights to deal with the suit property and, therefore, urgent relief is sought though in termination letter of 19 January 2024 breach of 2010 agreement was already alleged. However, after filing the suit on 30 November 2024, the plaintiffs did not move the Court for any urgent relief.

This conduct of the plaintiffs of not moving the Court for any urgent relief till 31 January 2025 clearly indicates that though they had filed the interim application on 30 November 2024, i.e. on the date of filing the suit, the apprehension that non-compliance of Section 12-A would result into defendants creating third-party rights cannot be accepted. On the contrary in paragraph 39, the plaintiffs have stated that they are not averse to explore the possibility of settlement through mediation. This clearly shows that the plaintiffs did not have any bona fide belief of claiming any urgent relief for seeking exemption under Section 12-A of the CC Act. It is also important to note that in paragraph 36, the plaintiffs had already stated that they came to know of the assignment agreement between defendant no. 1 to 5 and 6 after January 2024 (although without giving any details of the dates). If that be so, in the absence of any other material that further rights would be created and therefore urgent relief is sought and consequently non-compliance of Section 12-A is justified, also cannot be accepted. The bald statement made without any basis cannot be a ground for seeking or for justifying the filing of the suit without undergoing the mandatory procedure of pre-litigation mediation.

18. The averments made in the plaint to justify non-compliance of Section 12-A that post January 2024, defendant no. 6 was going to create third party rights is also to be rejected because according to January 2024 termination letter the plaintiffs have stated that transaction in favour of defendant no. 6 vide 2023 agreement itself is in breach of 2010 agreement. Therefore, in my view, even this justification is to be rejected.

19. In my view, if the plaintiffs were in a dire need of urgent relief then nothing stopped them from filing the suit immediately after January 2024 and seeking the relief immediately after filing the suit. It is also not the case of the plaintiffs that they attempted to move the Court for urgent ex-parte/ad-interim relief and the Court was unable to grant the circulation.

He further relied upon the judgment of the Supreme Court, in Yamini Manohar Vs. T.K.D.Keethi reported in (2024) 5 Supreme Court Cases 815, wherein it is observed as follows:

"10. We are of the opinion that when a plaint is filed under the CC Act, with a prayer for an urgent interim relief, the commercial court should examine the nature and the subject-matter of the suit, the cause of action, and the prayer for interim relief. The prayer for urgent interim relief should not be a disguise or mask to wriggle out of and get over Section 12-A of the CC Act. The facts and

circumstances of the case have to be considered holistically from the standpoint of the plaintiff. Non-grant of interim relief at the ad interim stage, when the plaint is taken up for registration/admission and examination, will not justify dismissal of the commercial suit under Order 7 Rule 11 of the Code; at times, interim relief is granted after issuance of notice. Nor can the suit be dismissed under Order 7 Rule 11 of the Code, because the interim relief, post the arguments, is denied on merits and on examination of the three principles, namely : (i) prima facie case, (ii) irreparable harm and injury, and (iii) balance of convenience. The fact that the court issued notice and/or granted interim stay may indicate that the court is inclined to entertain the plaint.

11. Having stated so, it is difficult to agree with the proposition that the plaintiff has the absolute choice and right to paralyse Section 12-A of the CC Act by making a prayer for urgent interim relief. Camouflage and guise to bypass the statutory mandate of pre-litigation mediation should be checked when deception and falsity is apparent or established. The proposition that the commercial courts do have a role, albeit a limited one, should be accepted, otherwise it would be up to the plaintiff alone to decide whether to resort to the procedure under Section 12-A of the CC Act. An "absolute and unfettered right" approach is not justified if the pre-institution mediation under Section 12-A of the CC Act is mandatory, as held by this Court in Patil Automation [Patil Automation (P) Ltd. v. Rakheja Engineers (P) Ltd., (2022) 10 SCC 1 : (2023) 1 SCC (Civ) 545]."

The above judgments will not come to the aid of the Applicant/1st Defendant for the reason that according to the Respondent/Plaintiff, his musical works were exploited on a daily basis, therefore interim injunction was sought to curtail the damages caused to the reputation of his original work.

9.The learned senior counsel for the Applicant referred to Section 17(c) of the Copyright Act, which provides as follows:

"17. First owner of copyright.—

Subject to the provisions of this Act, the author of a work shall be the first owner of the copyright therein:Provided that—

(c)in the case of a work made in the course of the author's employment under a contract of service or apprenticeship, to which clause (a) or clause (b) does not apply, the employer shall, in the absence of any agreement to the contrary, be the first owner of the copyright therein;"

By referring to the above provision, the learned senior counsel for the Applicant contended that the producer of the respective movies are the first owner of the Copyright in respect of the songs and not the composer.

10.The point for consideration is whether the Applicant/1st Defendant has the right to exploit the songs as used in the film "Good bad ugly". The following three songs were exploited by the Applicant/1st Defendant in the film "Good Bad Ugly" without the concurrence of the composer of the songs:

1. "Ilamai Idho Idho" song from the movie Sakalalakavallavan
2. "Otha Rooba Tharan" song from the movie Nattupura Pattu
3. "En Jodi Manja Kuruvi" song from the movie Vikram

The case of the Applicant is that the Producer is the first owner of Copyright in respect of the songs in a movie. The 2nd and 3rd defendants viz., Music Master Audio Video LLP., WL Epic Media Pvt. Ltd., and Sony Music Entertainment India Pvt. Ltd., being the music marketing companies have obtained rights in respect of the songs from the Producers of the movies, which in turn were transferred by the 3rd defendant to the Applicant/1st Defendant vide letter/agreement dated 28.02.2025 in respect of the song "Ilamai Idho Idho", for a consideration of Rs.10,25,000/- and by the 2nd defendant vide agreement dated 02.04.2025, for the song "Otha Rooba Tharan", for a consideration of Rs.14,87,500/-, and by Sony Music Entertainment India Pvt. Ltd., vide letter dated 01.09.2025 in favour of the Applicant, for the song "En Jodi Manja Kuruvi" for a consideration of Rs.20,00,000/-. Therefore, the Applicant/1st Defendant has obtained rights in respect of the songs from the right holders of the songs in dispute.

11.It is pertinent to note that the Applicant/1st Defendant had not produced any documents to establish that the rights in respect of the songs are transferred by the 2nd and 3rd Defendants in favour of the Applicant for the reason that in the agreements relied upon by the Applicant, the details regarding transfer of right from the Producer of the movies Sakalalakavallavan, Nattupura Pattu & Vikram in favour of Defendants 2 & 3 and Sony Music Entertainment India Pvt. Ltd., are not given. The 1st Defendant failed to note that there is no agreement between the Producer and Defendants 2 and 3 and Sony Music Entertainment India Pvt. Ltd., from whom such rights are claimed to be transferred in favour of the Applicant.

12.No documents were placed before this Court to demonstrate that for the songs 1."Ilamai Idho Idho", 2."Otha Rooba Tharan" & 3."En Jodi Manja Kuruvi", the producers of the respective movies had executed agreements in favour of the 2nd and 3rd defendants and Sony Music or issued a letter to the 1st Defendant, or through any other person, transferring the right for exploitation of these songs, which are the subject matter of the present suit. The Applicant/1st Defendant has not produced any documents to show that the right to modify, distort and exploit the songs were transferred from the author of the song to the Applicant. At this point, it is relevant to note the order passed by this Court in Agi Music Sdn Bhd, Rep. By Agilan Lechaman Manageing Director Vs. Ilaiyaraaja & Another (C.S.No.308 of 2013) and Ilaiyaraaja Vs. B.Narsimhasn and Others (C.S.No.625 of 2014) reported in 2019 SCC OnLine Mad 1960, wherein the suit claim and counter claim were made by the Agi Music and Ilaiyaraaja who are the Plaintiff and Defendant in the above Suits. This Court has examined the rights conferred with the Respondent/Plaintiff under the Copyright Act, 1957 and the relevant paragraphs are extracted hereunder:

"54. In my considered view, Section 57 bestows upon Mr. Ilaiyaraja, complete

Moral rights over the 'musical works' authored by him. To elucidate, Mr. Ilaiyaraja is a 'composer' as defined in Section 2 (ffa) and thus, an 'author', as defined in Section 2 (d) of a 'musical work', as defined in Section 2 (p) of the Act. By virtue of such authorship, he is the 'first owner' of the copyright vesting in the 'musical work' in terms of Section 17. By application of the Special right under Section 57(1)(a), he continues to lay claim to the authorship of his 'musical works' despite the assignment of the same for the purposes of the 'sound recording'.

55. This entitles him, in terms of Section 57(1)(b), to restrain or claim damages in respect of any distortion, mutilation, modification or other act in relation to the work, if such distortion, mutilation, modification or other act would be prejudicial to his honour or reputation. This is targeted to ensure that the purity and integrity of the 'musical work' is maintained by the assignee. To this end, Section 57(1)(b)) grants the author a right to restrain the exhibition of the 'sound recording' if it is found that the manner of presentation of the 'sound recording' would project the author's composition in negative light.

56. This clause, as it stood earlier extended this protection only during the life of a copyright. However, the 2012 amendment has deleted the phrase 'which is done before the expiration of the term of copyright' in Section (1)(b), as a result that the protection and special entitlement now extends in infinitum, and can be exercised by an author of a 'work' or his legal heirs at any time without restriction of time or period. This, in my view, points to a serious and laudable attempt by Legislature to ensure maintenance of integrity and protection of creative works. ...

61. A combined reading of the aforesaid makes it clear, according to him, that after the amendment of 2012 it is the composer in whom vests the full ownership and right of exploitation of his 'musical works' including that of a 'sound recording' based on his musical work. At first blush, it is an extremely attractive argument and one that I am sorely tempted to accept. We, as a society, have not been kind to our creators and geniuses. The tendency is to place them on a pedestal and revere them while they are in their prime, while, simultaneously and ironically, finding every method possible to exploit their work to generate profits for corporate interests, to their exclusion. Many of India's finest Artists thus languish in their old age, without any means of accessing the fruit of their labour. This is a deplorable situation and a clarion call for remedy. ...

66. In the light of the discussion as aforesaid and a concurrent reading of the statutory provisions, I answer the issues in this category stating that (i) it is the Producer of the cinematograph films who holds the copyright, by default, in respect of the 'sound recordings' that the film contains and an inference otherwise would arise only if the author of the 'musical work' produces evidence of reservation of his right to such 'sound recording' and (ii) Mr. Ilaiyaraja holds complete Special and Moral rights in regard to the 'musical works' composed/ created by him entitling him to the protection afforded under Section 57 of the Act, being claim to authorship of his work, all measures necessary to preserve

the integrity and purity of his work, honour and reputation and the right of exploitation of his 'musical works' in any manner as he may desire, only barring in the form of the 'sound recordings' that already stand integrated in the cinematograph films. This category of issues is answered accordingly."

In the above judgment, this Court has clarified the rights conferred upon the Applicant/Plaintiff on his musical works. It is made clear that the Applicant/Plaintiff is entitled to take all measures necessary to preserve his work from distortion and exploitation in view of Section 2(d), 2(ffa), 2(p) & 2(xx) of Copyrights Act."

13. When the said judgment was challenged in O.S.A.No.29 of 2022, the Division Bench of this Court has granted stay only with regard to the clause (i) of the decree, the relevant portion is extracted hereunder:

"There shall be an order of interim stay in respect of clause (i) of the decree dated 04.06.2019 passed in C.S.No.625 of 2014"

The said clause (i) of the decree dated 04.06.2019 passed in C.S.No.625 of 2014 is usefully extracted hereunder:

"(i) The second defendant, Echo, has obtained rights in regard to the 'sound recordings' comprised in the films covered under the Agreements in Annexure 1 to its written statement and is entitled to exploit the same, specifically and strictly in the form and manner as contained in the respective cinematograph films only"

The Division Bench has made it clear that the order of stay is confined only to clause (i) of the decree which is extracted above, rest of the observations made by the learned single Judge of this Court by the judgment and decree in C.S.No.625 of 2014 on the right of the Respondent/Plaintiff herein is confirmed by the Division Bench. In view of the observations of this Court made in C.S.No.625 of 2024 which were confirmed by the Division Bench of this Court, it is clear that the Respondent/Plaintiff is entitled to protect his musical works from distortion and modification without his consent.

14. One of the arguments advanced by the learned counsel for the Applicant/1st defendant in the present application was that since the plaintiff had received remuneration, he cannot now agitate his right under Section 57. This is a triable issue. The Act contemplates that the producer under Section 17(c) holds certain rights. However, the validity of transfer of right in favour of the Applicant must be examined only during trial. The issues such as transfer of rights to the Applicant from the rightful owner of copyright, the consideration paid and whether the plaintiff was remunerated, etc., are to be examined by appreciating the oral and documentary evidence. In the absence of evidence to the contrary, at this stage, it cannot be said that the rights vest with the Applicant.

15. In light of the above discussion, the Respondent/Plaintiff is entitled to protect his musical works from distortion or unauthorized exploitation. The injunction

granted by this Court does not warrant any interference and the present application has no merit. Accordingly, the application is dismissed. No