

KABC170011242025



**IN THE COURT OF LXXXV ADDL. CITY CIVIL & SESSIONS  
JUDGE, AT BENGALURU (CCH-86) (Commercial Court)**

**THIS THE 5<sup>th</sup> DAY OF AUGUST 2025**

**PRESENT:  
SRI.ARJUN. S. MALLUR. B.A.L.LL.B.,  
LXXXV ADDL. CITY CIVIL & SESSIONS JUDGE,  
BENGALURU.**

**Com.OS.No.449/2025**

**PLAINTIFF:**

**M/S Gravity Talent and others,**

Through Its Sole Proprietor,

Mr Subhash Rao Having Its Office At No.1183,

35th C Cross, 28th Main, 4th T Block,

Jayanagar, Bangalroe - 560004

**(Represented by Sri.Raghuram Cadambi, Advocate)**

**: Versus:**

**DEFENDANT:**

**Beep Experience Management Private Limited and  
others**

A Company incorporated under the Companies Act, 1956,  
Having its registered address at:

No.29, 2F, Dr Muniyappa Road,  
Kilpauk, Chennai - 600010

**(Represented by Sri.H N Narendra Dev, Advocate for D1)  
Sri.M K, Advocate for D2)**

**IA.NOS.V**

**Applicant/Defendant No.2: Flipkart Internet Private  
Limited**

(Represented by Sri. M K, Advocate)  
**V/s**

**Opponent/Plaintiff: M/S Gravity Talent and others,**

(Represented by Sri.Raghuram Cadambi, Advocate)

(i)	Provisions under which the application is filed	U/o.I Rule 10 R/w Sec.151 of CPC
(ii)	Relief sought for	Seeking deletion of defendant No.2.
(iii)	The date on which the application is filed	01.07.2025
(iv)	Number of the application	I.A.No.5
(v)	The date on which the objections are filed by different opponents	11.07.2025
(vi)	The date on which the orders were passed on the said application	05.08.2025

**ORDERS ON IA.NO.V**

I.A.No.5 is filed by defendant No.2 under Order I Rule 10, R/w Sec.151 of CPC seeking deletion of defendant No.2.

**2.** It is contended by the applicant that from the reading of the plaint averments it is clear that the suit is with respect to breach of terms and conditions by defendant No.1 under the agreement dated 08.10.2020 and the remedy if any for for the plaintiff only lies against defendant No.1 and not against defendant No.2. It is submitted that from the documents it is clear that defendant No.2 has not entered into any kind of agreement with the plaintiff and the alleged breach of terms of agreement is only against defendant No.1 and hence defendant No.2 cannot be made liable for the alleged violations of the agreement as it was not a party to the agreement. It is submitted that the entire dispute arises from the agreement that was between plaintiff and defendant No.1 and further since the link of pre recorded video was under the control of defendant No.1 the allegations of copyright infringement can be maintained only against defendant No.1 and defendant No.2 is neither

a necessary party nor a proper party for adjudication of the breaches committed by defendant No.1 and hence no cause of action arises as against defendant No.2 and on these grounds defendant No.2 seeks for deletion from the suit.

**3.** A detailed statement Objection is filed by the plaintiff to the said application contending that the application is based upon false, frivolous and vexatious grounds made only with an intention to protract the proceedings and that the application is filed by defendant No.2 without even filing the written statement. The plaintiff contends that the relief of injunction in the suit is sought against both the defendants and that a necessary party is one against whom the plaintiff seeks a relief. The plaintiff further contends that the prayers in the pleadings clearly discloses that the relief is sought against both defendants and the suit of the plaintiff is regarding infringement of the plaintiff's intellectual property and there are allegations of both defendant Nos.1 and 2 indulging in infringement of the intellectual property and therefore defendant No.2 is a proper and necessary party to the suit without whose presence there cannot be an effective

decree. It is submitted that the cause of action regarding plaintiff violating the copyright in the audio visual performance video recorded by the plaintiff titled ad Pineapple Express for Flipkart (Final Video) and the consequent breach of purchase agreement dated 08.10.2020. It is submitted that the defendant No.2 and its employees have unauthorizedly taken photographs, made audio visual recording of the final video and published it on their social media accounts and thus have circulated the video by providing a permanent link on the google drive platform allowing access to all its employees. It is submitted that there is a clear cause of action as against defendant No.2 also and therefore defendant No.2 is a necessary party to the suit. It is further submitted that the plaintiff has claimed all the rights with respect to the final video to have been licensed to defendant No.2 by defendant No.1 under a written agreement and therefore in such circumstances defendant No.2 becomes a necessary party and the unauthorized use of final video by the defendant No.2 amounts to infringement of the property right of the plaintiff and hence he is a necessary party to the present suit. The plaintiff further contends that he is the Dominus litus and when there is a specific

relief against the defendant No.2 he becomes a necessary party to the proceedings and on these grounds the plaintiff makes a para wise denial of the averments made in the application and seeks for rejecting the application with costs.

**4.** Heard the learned counsels appearing for the defendant No.2 and the counsel for the plaintiff and perused the entire material on record. Both sides have filed memo with citations.

**5.** The points for consideration are:-

1) Whether the defendant No.2 substantiates that he is neither a proper nor a necessary party to the suit and is liable to be deleted under Order I Rule 10 of CPC ?

2) What order?

**6.** My answer on the above point is as under:

Point No.1: **In the Negative.**

Point No.2: As per final order for the following

**REASONS**

**7. POINT NO.1**:- The plaintiff has filed this suit for the relief of permanent injunction restraining the defendants from infringing the plaintiffs copy right in the final video and the performance and a mandatory injunction to deliver to the plaintiff all copies of the final video in the possession of the defendants and other reliefs. The defendant Nos.1 and 2 has appeared and filed their respective written statements raising several defences.

**8.** Under the present application the defendant No.2 contends that he is neither a proper nor a necessary party to the present proceedings. It is the contention of the defendant No.2 that it is not a party to the agreement with the plaintiff dated 08.10.2020 the breach of which is alleged by the plaintiff and therefore the allegations of infringement of copyright lies only as against defendant No.1. It is further contended that the defendant No.2 has only made use of the video that was shared by defendant No.1 on the social media platform and has forwarded the same to be used by its employees and that video link is a one time link which get disabled after being used and

therefore there cannot be any alleged infringement of copyrights of the plaintiff. It is submitted that the defendant No.2 being not a party to the agreement has been unnecessarily being made as a party to the suit as defendant No.2 is no way responsible for any of the alleged breach in the terms of the agreement or infringement of the copyrights. Per contra it is the contention of the plaintiff that the defendant No.2 along with defendant No.1 both have indulged in infringement of the copyrights and that the defendant No.2 has been provided the link of the final video which is in breach of the terms of the agreement and intern defendant No.2 has circulated the same on the google drive platform by providing access to all its employees and thereby has continued and contributed towards infringement of the copyrights of the plaintiff. It is the contention of the plaintiff that a specific relief of injunction is sought both against defendant Nos.1 and 2 and in such circumstances defendant No.2 becomes a necessary party to the suit.

**9.** Before considering the merits of the application it would be just and proper to refer to the decisions cited by both sides. The learned counsel for defendant No.2 in

support of his arguments has relied upon judgment of our Hon'ble High Court reported in **2017 SCC Online Kar 6902 , Shrinivas Kongovi vs. Vijaya Kumari Shanmugam and Others**, wherein regarding the scope of Order I Rule 10 of CPC at para 24 of the judgment it has been observed as under:

*Para 24: The principles annunciated by the Hon'ble Supreme Court can be summarized as under:*

*1. The question of impleadment of a party has to be decided on the anvil of Order 1, Rule 10 CPC.*

*2. The question of impleadment would revolve around two issues, namely is the impleader a necessary party? Or is the impleader a proper party to the suit?*

*3. A necessary party is one without whom no order can be made effectively.*

*4. A proper party is one in whose absence an effective order can be made, but whose presence is essential for the complete and final decision on the question involved in the suit.*

*5. What makes a person necessary party is not merely that he has relevant evidence to give on some of the questions involved; it would make the party merely a witness in the case.*

*6. It is not only merely that the party has an interest in the correct solution of some questions involved and is in a position to advance relevant arguments. Even this would not make the person a necessary party.*

*7. What makes a person a necessary party is that he would be bound by the result of the action.*

*Therefore, the question to be settled must be a question in the action which cannot be effectually and completely settled unless he is a party.*

*8. Most importantly, the impleader must have a direct and legal interest in the action. The direct and legal interest would be if the order passed, either in favour or against the plaintiff, would be binding on the impleader.*

*9. Even if the impleader has a different cause of action against the plaintiff, the impleader cannot be impleaded in the suit. For, the controversy in the suit cannot be enlarged by introducing a different cause of action in which the impleader may be interested in. After all, the object of Order 1, Rule 10 (2) CPC, is not to curtail multiplicity of litigation. Curtailing multiplicity of litigation is merely a consequence of impleading a third party to the suit, but is not the object of Order 1, Rule 10 (2) CPC.*

**10.** Per contra the learned counsel for the plaintiff in support of his arguments has relied upon the following decisions”

**1. (2005) 6 Supreme Court Cases 733, Kasturi vs. Iyyamperumal and others,** wherein at para 6 and 7 of the judgment it is observed as under:

*Para 6: Let us therefore confine ourselves to the provision of Order 1 Rule 10 sub-rule (2) of CPC which has already been quoted hereinabove. From a bare perusal of sub-rule (2) of Order 1 Rule 10 of the CPC, we find that power has been conferred on*

*the Court to strike out the name of any party improperly joined whether as plaintiff or defendant and also when the name of any person ought to have been joined as plaintiff or defendant or in a case where a person whose presence before the Court may be necessary in order to enable the Court effectually and completely to adjudicate upon and settle all the questions involved in the suit.*

*Para 7:In our view, a bare reading of this provision namely, second part of Order 1 Rule 10 sub-rule (2)of the CPC would clearly show that the necessary parties in a suit for specific performance of a contract for sale are the parties to the contract or if they are dead their legal representatives as also a person who had purchased the contracted property from the vendor. In equity as well as in law, the contract constitutes rights and also regulates the liabilities of the parties.*

*It is now clear that two tests are to be satisfied for determining the question who is a necessary party. Tests are - (1) there must be a right to some relief against such party in respect of the controversies involved in the proceedings (2) no effective decree can be passed in the absence of such party.*

**2. (1992) 2 Supreme Court Cases 524, Ramesh Hirachand Kundanmal vs. Municipal Corporation of Greater Bombay and others,** wherein at para 13 and 14 of the judgment it is observed as under:

*Para 13: A clear distinction has been drawn between suits relating to property and those in which the subject-matter of litigation is a declaration as regards status or legal character. In the former category, the rule of present interest as distinguished from the Commercial interest is required to be shown before a person may be added as a party*

*Para 14:It cannot be said that the main object of the rule is to prevent multiplicity of actions though it may incidentally have that effect. But that appears to be a desirable consequence of the rule rather than its main objective. The person to be joined must be one whose presence is necessary as a party. What makes a person a necessary party is not merely that he has relevant evidence to give on some of the questions involved that would only make him a necessary witness-and not merely that he has an interest in the correct solution of some question involved and has thought of relevant arguments to advance. The only reason which makes it necessary to make a person a party to an action is that he should be bound by the result of the action and the question to be settled therefore, must be a question in the action which cannot be effectually and completely settled unless he is a party. The line has been drawn on a wider construction of the rule between the direct interest or the legal interest and commercial interest. It is, therefore, necessary that person must be directly or legally interested in the action in the answer, i.e., he can say that the litigation may lead to a result which will affect*

*him legally, that is, by curtailing his legal rights. it is difficult to say that the rule contemplates joining as a defendant a person whose only object is to prosecute his own cause of action*

**3. (2010) 7 Supreme Court Cases 733, Mumbai International Airport Private Limited vs. Regency Convention Centre and Hotels Private Limited and others** , wherein at para 13 to 15 of the judgment it is observed as under:

*Para 13: The general rule in regard to impleadment of parties is that the plaintiff in a suit, being dominus litis, may choose the persons against whom he wishes to litigate and cannot be compelled to sue a person against whom he does not seek any relief. Consequently, a person who is not a party has no right to be impleaded against the wishes of the plaintiff. But this general rule is subject to the provisions of Order I Rule 10(2) of Code of Civil Procedure('Code' for short), which provides for impleadment of proper or necessary parties*

*Para 14: The said provision makes it clear that a court may, at any stage of the proceedings (including suits for specific performance), either upon or even without any application, and on such terms as may appear to it to be just, direct that any of the following persons may be added as a party: (a) any person who ought to have been joined as plaintiff or defendant, but not added; or (b) any*

*person whose presence before the court may be necessary in order to enable the court to effectively and completely adjudicate upon and settle the question involved in the suit. In short, the court is given the discretion to add as a party, any person who is found to be a necessary party or proper party.*

*Para 15:A `necessary party' is a person who ought to have been joined as a party and in whose absence no effective decree could be passed at all by the Court. If a `necessary party' is not impleaded, the suit itself is liable to be dismissed. A `proper party' is a party who, though not a necessary party, is a person whose presence would enable the court to completely, effectively and adequately adjudicate upon all matters in disputes in the suit, though he need not be a person in favour of or against whom the decree is to be made. If a person is not found to be a proper or necessary party, the court has no jurisdiction to implead him, against the wishes of the plaintiff. The fact that a person is likely to secure a right/interest in a suit property, after the suit is decided against the plaintiff, will not make such person a necessary party or a proper party to the suit for specific performance.*

**4. 2022 SCC Online Del 76, Sumer Singh Salkan vs. Vikram Singh Mann and others**, wherein the Hon'ble Delhi High Court relying upon the judgment of the Apex Court reported in **(2012) 4 SCC(Civ) 1, Vidur Impex**

**and Trades Private Limited vs. Tosh Apartments**

**Private Limited** has observed as under:

*The broad principles which should govern disposal of an application for impleadment are:*

*1. The Court can, at any stage of the proceedings, either on an application made by the parties or otherwise, direct impleadment of any person as party, who ought to have been joined as plaintiff or defendant or whose presence before the Court is necessary for effective and complete adjudication of the issues involved in the suit.*

*2. A necessary party is the person who ought to be joined as party to the suit and in whose absence an effective decree cannot be passed by the Court.*

*3. A proper party is a person whose presence would enable the Court to completely, effectively and properly adjudicate upon all matters and issues, though he may not be a person in favour of or against whom a decree is to be made.*

*4. If a person is not found to be a proper or necessary party, the Court does not have the jurisdiction to order his impleadment against the wishes of the plaintiff.*

**11.** Keeping in mind the observations made by the Hon'ble Apex Court, Our Hon'ble High Court and the Hon'ble Delhi High Court in the decisions supra adverting to the facts in the present case the plaintiff alleges breach of the copyrights granted to it with respect to the performance video which was agreed to be given to the

defendant No.1 under the agreement dated 08.10.2020. There is an allegation that defendant No.1 in turn has circulated the said video to defendant No.2 which is in breach of the terms of the agreement. It is submitted that both defendant Nos.1 and 2 have indulged in violation of the plaintiff copyright with respect to the video Pineapple Express for Flipkart (Final Video) and consequently have breached the purchase agreement dated 08.10.2020. Though it is true that the defendant No.1 is not a party to the agreement dated 08.10.2020 nevertheless the defendant No.2 after having been provided with the link to the video has undertaken recording of the same and further shared the same on their social media account and also has uploaded a permanent link on the google drive platform allowing the access to its employees. There is a specific allegation of defendant No.2 also indulging in infringing the copyright of plaintiff and further allegations made in the plaint stipulates that the suit is not only for breach of contract but also for infringement of the intellectual property rights of the plaintiff and therefore taking into consideration the allegations that has been made in the plaint which needs to be put to test in a course of trial at this stage prima facie it is to be held that

defendant No.2 is also a necessary party to the present suit. The case is still at the threshold and without providing an opportunity for the plaintiff to prove by adducing cogent and satisfactory evidence regarding the role played by defendant No.2 in alleged breach and infringement of copyright of the plaintiff it would not be just and proper to resort to deletion of defendant No.2 more so when specific allegations are made against defendant No.2. Hence for these reasons I am of the considered opinion that at this stage no justifiable ground exists for defendant No.2 as prayed. Accordingly, I answer Point No.1 in the **Negative**.

**12. POINT NO.2:-** For the aforesaid reasons, I pass the following:

**ORDER**

I.A.No.V filed by the defendant No.2 U/o.I Rule 10, R/w Sec.151 of CPC is **rejected**.

No order as to costs.

(Dictated to the Stenographer Grade-III, transcribed by her, corrected and then pronounced by me in open court on this the 5<sup>th</sup> day of August, 2025)

**(ARJUN. S. MALLUR)**  
**LXXXV Addl.City Civil & Sessions Judge,**  
**Bengaluru.**