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O.A.No.1051 of 2025 in C.S. (Comm.Div.) No.280 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.11.2025

CORAM:

THE HONOURABLE MR. JUSTICE N. SENTHILKUMAR

O.A.No.1051 of 2025 in C.S. (Comm.Div.) No.280 of 2025

SR Rajan

... Applicant/plaintiff

Versus

M/s.ATM Production and others

... Respondents/defendants

For applicant/plaintiff

: Mr.M.Sriram

ORDER

Mr.H.Sekar, learned counsel accepts notice on behalf of the second respondent. Notice to the first respondent returnable by 15.12.2025. Private notice is also permitted.

2.Learned counsel for the applicant submits that the present suit is



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filed as against the re-release of the movie 'NAYAGAN'. According to the

applicant, they have entered into an agreement with the first respondent on

18.11.2005 and thereafter, re-release rights were assigned in favour of the

applicant vide agreement dated 03.11.2022. The applicant claims that the

right has been assigned to the assignor one Mr.Mohan, who is the second

respondent herein. By way of an agreement dated 11.10.2023 between the

first respondent and the applicant, rights inclusive of re-release and digital

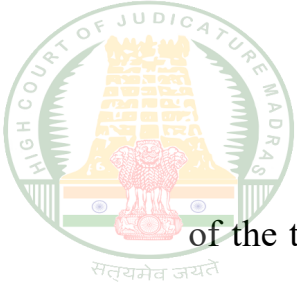
formatting have been transferred to the applicant, which is operative from

30.06.2023 to 17.11.2035 and the consideration of Rs.15,00,000/- and

Rs.3,75,000/- and Rs.11,25,000/- have also been paid by the applicant.

3.The contention of the applicant is that since the amount has been paid by the applicant, the third respondent is contemplating to release the movie and it has been released yesterday i.e. on 06.11.2025.

4.Mr.Vijayan Subramanian, learned counsel accepts notice on behalf



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of the third respondent and submits that the second respondent had entered

into an agreement with the first respondent with regard to cancellation of the

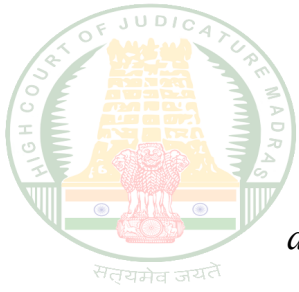
above agreement. Clauses 3 to 6 of the agreement dated 01.09.2023 read as

follows:

'3.The rights given back to the rights holder M/s.SURABI ENTERPRISES, By the Distribution is entire Tamil Nadu, Kerala, Karnataka and also the remake rights of the film for the language of Kannada.

4.The Distributor has already paid advance Rs.1,50,000/- for the theatrical rights and Rs.1,00,000/- advance for remaking rights for Kannada language only.

5.The distributor requested the rights holder for refund of Rs.25,00,000/-. The advance paid by them and also they further request to pay the expenses they have made for making



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digital version for the film. Totally Rs.6,00,000/-.

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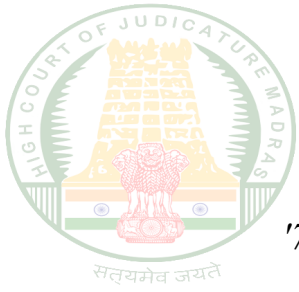
6.The rights holder agrees for the refund of Rs.6,00,000/- to the distributor on following way Rs.1,00,000/- by cash on signing this agreement and balance Rs.5,00,000/- will be payable to the distributor by selling the above theatrical and remaking rights to any other party or 30 days before the re-release of the film in Tamil Nadu at the choice of the rights holder.'

5.Learned counsel for the third respondent submits that a sum of Rs.1,50,000/- has already been paid by the distributor for the theatrical rights and Rs.1,00,000/- has also been paid as advance for remaking rights and the distributor has requested the rights holder for refund of Rs.25,00,000/- and Rs.6,00,000/- towards advance paid by them for making digital version for the film.

N. SENTHILKUMAR,J.

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6.By virtue of an agreement entered into between respondents 2 and 3 on 06.06.2025, which is extracted hereunder:



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'7.The LESSEE shall exhibit the film only in the assigned area/s

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and not anywhere else. Likewise the LESSOR assures that they will not exhibit or exploit the film in the area/s assigned to the LESSEE under this agreement.'

it is clear that the third respondent shall exhibit the film only in the assigned area and not anywhere else and the second respondent assured that they will not exhibit or exploit the film in the area assigned to the third respondent under the said agreement. Learned counsel for the third respondent submits that the suit is filed under Section 65(1) of the Copyrights Act, which is not maintainable before this Court.

7.Since the Outright lease agreement entered into between respondents 2 and 3 dated 06.06.2025 still exists, it is clear that there is no copyright violation. List the matters on 15.12.2025 for filing counter.

07.11.2025

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