

OA.No.1146 and 1147 of 2019
in
C.S.No.723 of 2019

P.T.ASHA, J.

The applicant which is a non-profit body, with more than 500 members comprising authors (lyricists), music composers and publishers of Musical works and Literary Works (i.e., Lyrics) associated with Musical Works. The applicant's Members have executed an assignment deed in favour of the Applicant with reference to their works, by reason of which the applicant is deemed to be the owner as per Section 18(2) of the Copyrights Act. The applicant would submit that the first respondent has been performing for the past 18 years using playback singers to perform in their programme. The applicant would submit that the first respondent had originally organised an event on 01.09.2018 in which the works from the applicants repertoire of Literary and Musical works were sought to be performed. The applicant after coming to know about the same had addressed a letter on 28.08.2018 and demanded the royalty fee and also fee for the live performance of the above literary and musical works. A legal notice was also issued on 30.08.2018. Thereafter the first respondent had expressed his willingness to pay an advance. However, though the offer was made, the license was not taken once again. The applicant had scheduled a programme on 07.12.2018 at Trichy once again exploiting the applicant's repertoire of literary and musical works. The applicant had sent a Royalty

(License) Fee Estimate and had requested the first respondent to pay the license fee. The respondent once again neither made any reply nor procured any license from the Applicant. The respondent thereafter voluntarily made a part payment of Rs.40,000/- towards the license fee by way of NEFT bank transfer and gave an undertaking that the programme would not be broadcasted in any channel. The applicant had demanded the balance amount for which there was no response. On another occasion, the cheque issued by the first respondent was also not honoured. The applicant would submit that despite knowing the right of the applicant to the literary works and being fully aware of the fact that in order to perform making use of the repertoire of literary and musical works, procuring licence is a must, the first respondent is proceeding to hold an event in the third respondent club titled "Happy New Year 2020" on 31.12.2019. The social media platform of the first respondent has also advertised the same. Further, the first and third respondents have also communicated to the public that the literary and musical works belonging to the applicant's repertoire is sought to be used. Yet another programme which is coming to the knowledge of the applicant is a programme to be held on 05.01.2020 at St. John's Vestry Anglo Indian Higher Secondary School Ground in Tiruchirappalli. Once again the applicant's works were sought to be broadcasted without obtaining the license which is totally in violation of the assignment rights of the applicant. Taking into account the earlier conduct of the first respondent and that the payment made by him not being honoured, this Court is of the opinion that balance of convenience is in favour of the applicant for an injunction. Accordingly the injunction as prayed for is granted.

3. The applicant shall comply with the procedure contemplated under Order 39 Rule 3a of the Civil Procedure Code.

19.12.2019

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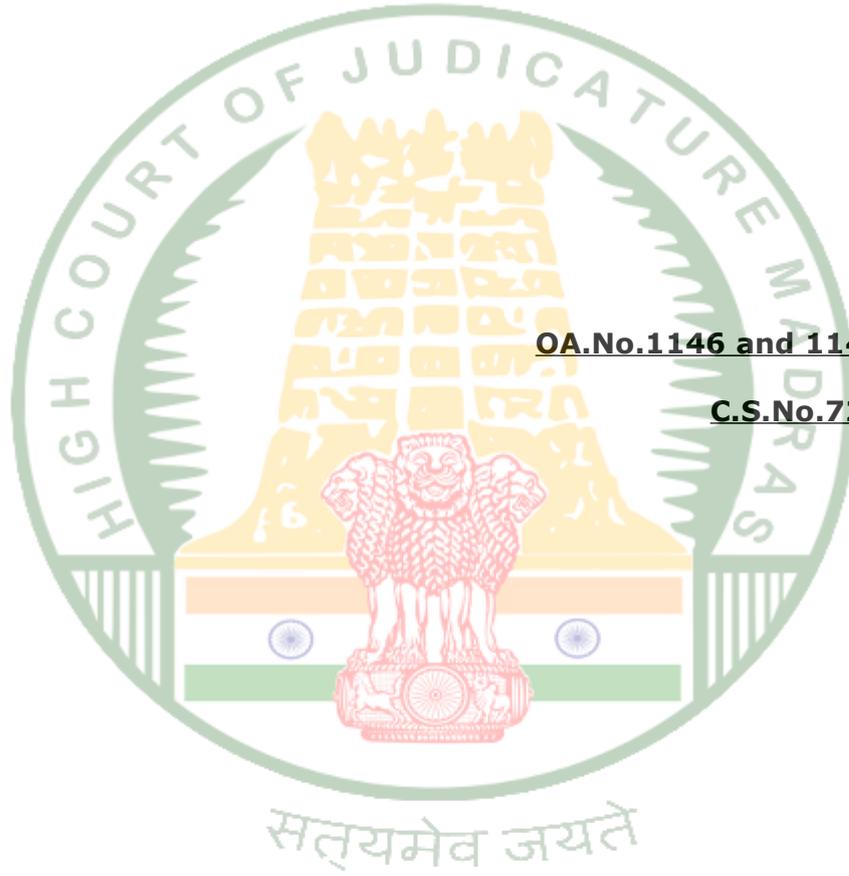
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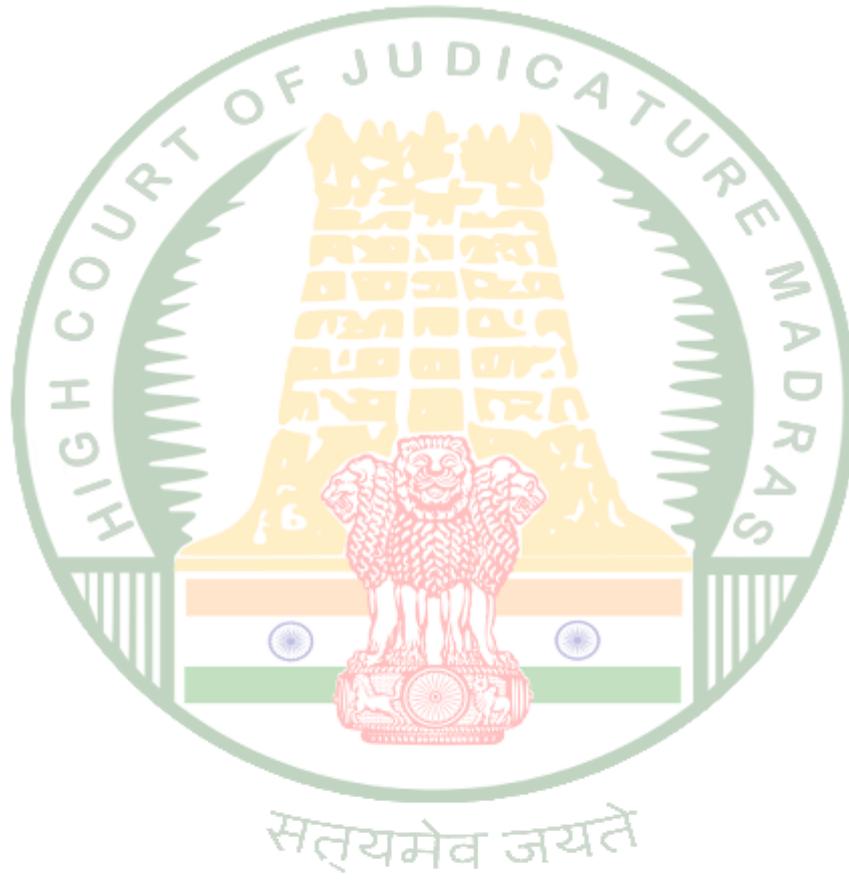
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