

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.        of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

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|-----|-------------------------------|-----------|----------|-----------|-----------|---------|

*Dhruv Anand*

New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006 D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

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Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.            of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

PART – I

| S. No. | Particulars   | Page No. |
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| 9.     | Court Fees  | Nil      |
| 10.    | One time court fee for process fee                            | Nil      |
| 11.    | Certificate   | 53       |



New Delhi  
Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006                      D/2779/2011

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IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

### NATURE OF THE MATTER:

Suit for permanent injunction restraining infringement of copyright, damages or rendition of accounts of profits, delivery up, etc.

COMMERCIAL MATTER

|                 |                         |
|-----------------|-------------------------|
| STATUTE INVOKED | The Copyright Act, 1957 |
| RELEVANT CODE   | 36017.01 - Copyright    |

Shruv Anand

---

DHRUV ANAND/UDITA M PATRO

D/798/2006                      D/2779/2011

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## INTERLOCUTORY APPLICATIONS

| Sl. No | Year | Filed by Plaintiff/ Defendants | Provision of law | Nature of relief |
|--------|------|--------------------------------|------------------|------------------|
|--------|------|--------------------------------|------------------|------------------|

|    |      |           |  |   |
|----|------|-----------|--|---|
| 1. | 2022 | Plaintiff | Application under Order 39, Rules 1 and 2 r/w Section 151 of CPC         | Ex-parte ad interim Injunction  |
| 2. | 2022 | Plaintiff | Application under Order XI Rule 1 (4) of the Commercial Courts Act, 2015 | Seeking leave to rely on/file additional documents  |
| 3. | 2022 | Plaintiff | Application under Section 151 of CPC                                     | Exemption from filing originals, clearer, translated, left side margins and notarized documents |
| 4. | 2022 | Plaintiff | Application under Section 149 of CPC                                     | Extension of time for filing Court Fees   |
| 5. | 2022 | Plaintiff | Application under Section 151 of CPC                                     | Seeking exemption from institution of pre-litigation mediation                                  |



## IN THE HIGH COURT OF DELHI AT NEW DELHI

To,  
The Deputy Registrar  
High Court of Delhi  
New Delhi

C.S. (COMM) No.                      of 2022

John Abraham Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

Sir,

You are requested to kindly treat the accompanying Suit as an urgent one in accordance with the High Court Rules and Orders.

*The grounds of urgency are:*

*That the Plaintiff is urgently seeking an ex parte ad interim injunction against the Defendants for restraining the Defendants from infringing the copyright of the Plaintiff in respect of the Remake and Dubbing Rights of the Malayalam film (Ayyappanum Kozhiyum) in the Hindi language. The rights of the Plaintiff duly emerge from an Assignment Agreement dated 13<sup>th</sup> May, 2020.*

*It is stated that the Defendants are also in the process of making and releasing a Hindi version of the Telegu movie 'Bheemla Nayak' which is a Telegu remake of the Malayalam Film.*

*It is stated that if the Defendants are not restrained by this Hon'ble Court from making, promoting and releasing the impugned film, grave prejudice and irreparable injury would be caused to the Plaintiff. It is also pertinent that the impugned movie of the Defendants may come out any day since the trailer of the said film does not mention a date and only mentions that 'it is coming to theatres soon'.*

*Furthermore, being a commercial matter as defined under Section 2(c)(xviii) Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015, may the matter be listed before the Commercial Division of the Hon'ble High Court.*

New Delhi  
Dated: March 25, 2022



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C.S. (COMM) No.                      of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

LIST OF DATES AND EVENTS

| S.No. | Dates                                | Events  |
|-------|--------------------------------------|---|
| 1.    | 2008                                 | The Plaintiff company was founded. It is engaged <i>inter alia</i> in the business of film and advertisement production in the media and entertainment industry.  |
| 2.    | 7 <sup>th</sup><br>February,<br>2020 | The Malayalam Film ‘Ayyappanum Kozhiyum’ released which was a huge commercial success.  |
| 3.    | 13 <sup>th</sup> May,<br>2020        | An Assignment Agreement was executed between the Plaintiff and Defendant No. 3 (acting through its partners) and Kovakattu (the co-producer of the Malayalam film) under which, <i>inter alia</i> the Hindi remake rights in the Malayalam film were assigned to the Plaintiff. |
| 4.    | July, 2020                           | The Plaintiff commenced pre-production of the Hindi Remake of the Malayalam Film, in accordance with the rights granted under the Assignment Agreement dated 13 <sup>th</sup> May 2020.   |

|    |                                       |   |
|----|---------------------------------------|---|
| 5. | 25 <sup>th</sup><br>February,<br>2022 | The Defendant No. 1 produced and released the Telugu remake of the Malayalam Film, titled “Bheemla Nayak”.  |
| 6. | 4 <sup>th</sup> March,<br>2022        | The Plaintiff came across a trailer of the Telugu Film titled “Bheemla Nayak” dubbed in Hindi (“the suit film”) on YouTube, uploaded on 4 <sup>th</sup> March 2022. According to the trailer, the release date of the suit film has not been announced yet. A viewing of the Trailer revealed that the suit film was a Hindi-dubbed version of the Telugu Film titled “Bheemla Nayak”, which in turn was a Telugu Remake of the Malayalam Film.   |
| 7. | 4 <sup>th</sup> March,<br>2022        | The Plaintiff sought a clarification from Defendant No. 3 and its partners on the nature of rights granted to the Director of the suit film i.e., Defendant No. 1. The Defendant No. 3 in turn supplied the Plaintiff with a copy of Assignment Agreement dated 18 <sup>th</sup> March 2020 executed between Defendant No. 3 (through its partners and Kovakattu) and Defendant No. 1, under which limited remake rights in the nature of the right to remake and dub the Malayalam Film into the Telugu language only (with the right to subtitle the proposed Telegu remake into all Indian languages) were assigned. |
| 8. | 6 <sup>th</sup> March,<br>2022        | The Plaintiff came to know from market sources that the exploitation rights of the suit film had been   |

|     |                             |   |
|-----|-----------------------------|---|
|     |                             | <p>assigned in favor of one Goldmine Telefilms Pvt. Ltd.</p> <p>The Plaintiff therefore immediately issued a legal notice to all Defendants (including their respective partners) except Defendant No. 2 and Goldmine Telefilms Pvt. Ltd.</p>   |
| 9.  | 8 <sup>th</sup> March, 2022 | Goldmine Telefilms Pvt. Ltd. responded on 8 <sup>th</sup> March, 2022 to the letter dated 6 <sup>th</sup> March, 2022 sent by the Plaintiff, informing the Plaintiff that according to information available through sources, exploitation rights in the suit film have been granted to Defendant No. 2.  |
| 10. | 8 <sup>th</sup> March, 2022 | The Plaintiff addressed a notice to the Defendant No. 2   |
| 11. | 9 <sup>th</sup> March, 2022 | The Defendant No. 3 addressed a notice to Defendant No. 1 (and its partners) in which it clarified to Defendant No. 1 (and its partners), that rights assigned to Defendant No. 1 were limited rights to remake and dub the Malayalam Film into Telugu language, along with subtitling rights in all languages. By this notice, Defendant No. 3 also put Defendant No. 1 and its partners to notice that the production and/or release of the suit film will amount to an infringement of copyright subsisting in the Plaintiff and will be a breach of Assignment Agreement dated 18 <sup>th</sup> March 2020. |

|     |                              |  |
|-----|------------------------------|--|
| 12. | 12 <sup>th</sup> March, 2022 | The Defendant No. 3 published a public notice in the newspaper “The Indian Express” to the effect that the production and/or release of the suit film will amount to an infringement of copyright subsisting in the Plaintiff and will be a breach of Assignment Agreement dated 18 <sup>th</sup> March 2020.                        |
| 13. | 10 <sup>th</sup> March, 2022 | The Plaintiff received a reply-notice from Defendant No. 1, under which Defendant No. 1, stated that it was in the process of obtaining detailed instructions, and will issue a detailed reply shortly.  |
| 14. | 14 <sup>th</sup> March, 2022 | The Plaintiff received a detailed reply by the advocates for Defendant No. 1 raising contentions that are completely untenable in law, and frivolous and informing the Plaintiff that it was proceeding to release the suit film.  |
| 15. | 24 <sup>th</sup> March, 2022 | The Plaintiff received a Reply Notice dated 24 <sup>th</sup> March, 2022 from the Defendant No. 2. Under the contents of the said Notice, the Defendant No. 2 contends that they have been assigned copyright in the Hindi and North Indian languages in the film titled “Bheemla Nayak” by Sithara Entertainment (Defendant No. 1). |
| 16. |                              | The making, producing, exhibiting, or communicating to the public the suit film or any part thereof in any manner infringes the Plaintiff’s copyright (assigned to it by way of the Assignment Agreement dated May 13, 2020) in respect of the   |

|     |  |  |
|-----|--|--|
|     |  | Remake and Dubbing Rights of the Malayalam film in the Hindi language as also other rights as set out in paragraph 19(iv) of the plaint. |
| 17. |  | Hence, the present suit.   |

*Dhruv Anand*

New Delhi

Dated: March 25 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006

D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

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C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

## SYNOPSIS

The present suit has been filed by the Plaintiff seeking permanent injunction restraining infringement of the Plaintiff's copyright in respect of the Remake and Dubbing Rights of the Malayalam film in the Hindi language as also any other rights as set out in paragraph 19(iv) of the plaint.

The Plaintiff company was founded in 2008 and since, has been engaged *inter alia* in the business of film and advertisement production in the media and entertainment industry. The Plaintiff has produced multiple films that have been widely successful commercially, in addition to being critically acclaimed. The Plaintiff's portfolio of films includes, but is not limited to, films such as "Vicky Donor", "Madras Café", "Parmanu", and "Batla House".

In or around March 2020, the Plaintiff's creative team was conducting research for future projects to be produced by the Plaintiff. In the course of the same, the Plaintiff's creative team came across the Malayalam Film (Ayyappanum Kozhiyum), which had released on 7<sup>th</sup> February 2020, and was a huge success commercially.

The Plaintiff upon deciding to to remake the Malayalam film in Hindi language obtained the Hindi remake rights in the Malayalam film *vide* an Assignment Agreement which was executed between the Plaintiff and the producers of the Malayalam film i.e., the Defendant No. 3 (acting through its partners) and Kovakattu. Through this Agreement, the Defendant No. 3 *inter alia* assigned to the Plaintiff ‘*on an exclusive, perpetual, and irrevocable basis the “Remake and Dubbing rights” in the Malayalam film in Hindi language, for the territory of the world, to be exercised by the Plaintiff in all modes, mediums and formats now known or coming into existence in the future.*’

The Plaintiff in July 2020 commenced pre-production of the Hindi Remake of the Malayalam Film, in accordance with the rights granted under the Assignment Agreement dated 13<sup>th</sup> May 2020.

The Defendant No. 1 produced and released the Telugu remake of the Malayalam Film, titled “Bheemla Nayak” on 25<sup>th</sup> February, 2022. Thereafter, on or around 4<sup>th</sup> March 2022, the Plaintiff came across a trailer of the Telugu Film titled “Bheemla Nayak” dubbed in Hindi (“the suit film”) on YouTube, uploaded on 4<sup>th</sup> March 2022 on which no release date was mentioned. A viewing of the Trailer revealed that the suit film was a Hindi-dubbed version of the Telugu Film titled “Bheemla Nayak”, which in turn was a Telugu Remake of the Malayalam Film.



The Plaintiff immediately sought a clarification from Defendant No. 3 and its partners on the nature of rights granted to the Director of the suit film i.e., Defendant No. 1, The Defendant No. 3 in turn supplied the Plaintiff with a copy of Assignment Agreement dated 18<sup>th</sup> March 2020 executed between Defendant No. 3 (through its partners and Kovakattu) and Defendant No. 1, under which limited remake rights in the nature of the right to remake and dub the Malayalam Film into the Telugu language only (with the right to subtitle the proposed Telegu remake into all Indian languages) were assigned.

On 6<sup>th</sup> March, 2022 the Plaintiff came to know from market sources that the exploitation rights of the suit film had been assigned in favour of one Goldmine Telefilms Pvt. Ltd. The Plaintiff therefore immediately issued a legal notice dated 6<sup>th</sup> March, 2022 to all Defendants (including their respective partners) except Defendant No. 2 and Goldmine Telefilms Pvt. Ltd.

On 8<sup>th</sup> March, 2022 Goldmine Telefilms Pvt. Ltd. responded to the letter dated 6<sup>th</sup> March, 2022 sent by the Plaintiff, informing the Plaintiff that according to information available through sources, exploitation rights in the suit film have been granted to Defendant No. 2. This response caused a reasonable apprehension to the Plaintiff's mind that the Defendants have in fact executed agreements with Defendant No. 2 and/or other third parties for the distribution and/or exploitation of the suit film in exchange for valuable consideration. Accordingly, the Plaintiff issued a Notice dated 8<sup>th</sup> March, 2022 upon the Defendant No. 2.

Thereafter on 9<sup>th</sup> March, 2022 the Defendant No. 3 addressed a notice to Defendant No. 1 (and its partners) in which it clarified to Defendant No. 1 (and its partners), that rights assigned to Defendant No. 1 were limited rights to remake and dub the Malayalam Film into Telugu language, along with subtitling rights in all languages. By this notice, Defendant No. 3 also put Defendant No. 1 and its partners to notice that the production and/or release of the suit film will amount to an infringement of copyright subsisting in the Plaintiff and will be a breach of Assignment Agreement dated 18<sup>th</sup> March 2020. The Defendant No. 3 also published a public notice in the newspaper “The Indian Express” to this effect on 12<sup>th</sup> March, 2022.

The Plaintiff thereafter received a detailed reply on 14<sup>th</sup> March, 2022 by the advocates for Defendant No. 1 raising contentions that are completely untenable in law, and frivolous and informing the Plaintiff that it was proceeding to release the suit film.

The Plaintiff recently received a Reply Notice dated 24<sup>th</sup> March, 2022 from the Defendant No. 2. Under the contents of the said Notice, the Defendant No. 2 contends that they have been assigned copyright in the Hindi and North Indian languages in the film titled “Bheemla Nayak” by Sithara (Defendant No. 1).

The making, producing, exhibiting, or communicating to the public the suit film or any part thereof in any manner infringes the Plaintiff’s copyright (assigned to it by way of the Assignment Agreement dated

May 13, 2020) in respect of the Remake and Dubbing Rights of the Malayalam film in the Hindi language as also other rights as set out in paragraph 19(iv) of the plaint. Thus, the Plaintiff is filing the instant suit.

*Dhruv Anand*

New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006

D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

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JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

## MEMO OF PARTIES

JA Entertainment Pvt. Ltd.,  
31 Green Acre, Ground Floor  
Union Park Road No. 5  
Khar West, Mumbai 400 052  
Email id: [email2@anandandanand.com](mailto:email2@anandandanand.com) ...Plaintiff

*Versus*

1. M/s Sithara Entertainment  
*Through its partner:*  
*MR. NAGA VAMSI SURYADEVARA*  
Flat no. 379, Road no. 82  
Film Nagar, Jubilee Hills  
Hyderabad – 500 096  
Email id: [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com)  
Contact No.: 918179345698  
  
...Defendant No. 1
2. IVY Entertainments Pvt. Ltd.  
C-70, Lower Ground Floor  
Panchsheel Enclave  
New Delhi – 110 017  
Email id: [shiv.sharma@ivyentertain.com](mailto:shiv.sharma@ivyentertain.com)  
  
...Defendant No. 2
3. Gold Coin Motion Picture Company  
*Through its partners: Ranjith Balakrishnan*

*and P. M. Sasidharan*  
 1/167-B, Ushas, Chungam  
 West Hill, Kozhikode  
 Kerala 673 005  
 Email id: [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com)  
 Contact No.: 90484 44000

...Defendant No. 3

4. Siji Sachinandan  
 Wife and Legal heir of  
 Kovakattu Ramakrishnan Sachidanandan (Deceased)  
 9/535 Kovakattu Chanayil Road  
 Eroor South  
 Post Thripunithura  
 Kochi 682306  
 Email id: [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com)  
 Contact No.: 99953 72294

...Defendant No. 4

\* The Defendant No. 1 is the main contesting Defendant in the suit. However, Defendant Nos. 2 to 4 are also a contesting Defendant.

*Dhruv Anand*

New Delhi  
 Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO  
 D/798/2006 D/2779/2011  
 ANAND AND ANAND  
 Advocates for the Plaintiff  
 B-41, Nizamuddin East  
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IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C. S (COMM) No.        of 2022  
CODE: 36017.01

JA ENTERTAINMENT PVT. LTD.  
31 Green Acre, Ground Floor  
Union Park Road no. 5  
Khar West, Mumbai 400 052  
Email id : [email2@anandandanand.com](mailto:email2@anandandanand.com)

... Plaintiff

*Versus*

1. M/s SITHARA ENTERTAINMENT  
*Through its partner:*  
*MR. NAGA VAMSI SURYADEVARA*  
Flat no. 379, Road no. 82  
Film Nagar, Jubilee Hills  
Hyderabad – 500 096  
Email id: [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com)  
Contact No.: 918179345698

...Defendant No. 1

2. IVY ENTERTAINMENTS PVT. LTD.  
C-70, Lower Ground Floor  
Panchsheel Enclave  
New Delhi – 110 017  
Email id: [shiv.sharma@ivyentertain.com](mailto:shiv.sharma@ivyentertain.com)

...Defendant No. 2

3. GOLD COIN MOTION PICTURE COMPANY  
*Through its partners: RANJITH BALAKRISHNAN*  
*and P. M. SASIDHARAN*  
1/167-B, Ushas, Chungam  
West Hill, Kozhikode  
Kerala 673 005  
Email id: [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com)  
Contact No.: 90484 44000

...Defendant No. 3

## 4. SIJI SACHINANDAN

Wife and Legal heir of

KOVAKATTU RAMAKRISHNAN SACHIDANANDAN  
(Deceased)

9/535 Koovakkatu Chanayil Road

Eroor south

Post Thripunithura

Kochi 682306

Email id: [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com)

Contact No.: 99953 72294

...Defendant No. 4

COMMERCIAL MATTER

SUIT FOR PERMANENT INJUNCTION RESTRAINING  
INFRINGEMENT OF COPYRIGHT, DAMAGES OR RENDITION  
OF ACCOUNTS OF PROFITS, DELIVERY UP, ETC.

The Plaintiff, above named, respectfully submits that the subject matter of the present suit is a 'commercial dispute' as defined under Section 2 (c)(xvii) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015. The present suit is being filed under the provisions of the Copyright Act, 1957. It is stated that no such similar proceedings on the cause of action disclosed in the present suit has been filed in any other court in India. It is further verified that the present suit is being filed under code 36017.01 and I say that the same is true and correct. The Plaintiff herein certifies and declares that all the documents/copies of documents filed alongwith the present proceedings are true copies and are authentic.



**THE PLAINTIFF:**

1. The Plaintiff is a company incorporated under the provisions of the Companies Act, 1956 and has its registered office at the address mentioned in the cause title. The Plaintiff was founded in 2008 and since, has been engaged *inter alia* in the business of film and advertisement production in the media and entertainment industry. Since 2008, the Plaintiff has produced multiple films that have been widely successful commercially, in addition to being critically acclaimed. The Plaintiff's portfolio of films includes, but is not limited to, films such as "Vicky Donor", "Madras Café", "Parmanu", and "Batla House". Owing to the superlative quality of the productions under the Plaintiff's banner, the Plaintiff has garnered a substantial goodwill and reputation and is today, one of the most sought-after production houses amongst members of the trade. A list of films produced by the Plaintiff are annexed to the list of documents filed with the present plaint.
2. Mr. Pankaj Pahuja is the authorized signatory of the Company and has been duly authorized by virtue of a Power of Attorney to sign and verify the present plaint and to institute the present suit on behalf of the Plaintiff. A copy of the Power of Attorney is annexed with the list of documents filed with the present suit.

A handwritten signature in blue ink, appearing to read "Pankaj Pahuja", is written over a horizontal line.



## DEFENDANTS:

3. The Defendant No. 1 is a partnership firm having its office at the address mentioned in the cause title and is engaged *inter alia* in the production and marketing of cinematograph films. The said Defendant is the producer of the cinematograph film Bheemla Nayak- dubbed in the Hindi language (which is “the suit film”).
4. The Defendant No. 2 is a company incorporated under the provisions of the Companies Act, 2013 and has its registered office at the address mentioned in the cause title. Defendant No. 2 has been arrayed as party-Defendant to the present suit on the basis of information received by the Plaintiff that this Defendant has acquired rights of the suit film for exhibition and exploitation.
5. Defendant No. 3 is a registered partnership firm having its office at the address mentioned in the cause title. From the information available with the Plaintiff, Defendant No. 3 through its partners is also engaged *inter alia* in the production and marketing of cinematograph films. The Defendant No. 3 is the producer of the Malayalam film titled “Ayyappanum Kozhiyum”, (“the Malayalam Film”) the derivative/adaptation rights whereof are in issue in the present suit.
6. Defendant No. 4 is an adult Indian inhabitant residing at the addresses mentioned in the cause title and is the wife and legal



heir of Late Mr. Kovakattu Ramachandran Sachidanandan (“Kovakattu”), who was the story writer, and director of the Malayalam Film and also the assignee of 50% of copyright in the Malayalam Film. Kovakattu passed away on the 18th of June 2020, and it is in these circumstances that Defendant Nos. 4 has been arrayed as a party into the present suit.

**FACTS LEADING TO THE PRESENT DISPUTE:**

7. In or around March 2020, the Plaintiff’s creative team was conducting research for future projects to be produced by the Plaintiff. In the course of the same, the Plaintiff’s creative team came across the Malayalam Film (Ayyappanum Kozhiyum), which had released on 7<sup>th</sup> February 2020, and was a huge success commercially. The Malayalam Film was an action thriller film, the story of which revolved around an influential and wealthy ex-havaldar and a sub-inspector in Attapadi, Kerala.
8. Upon watching the Malayalam film and pursuant to several internal discussions, the Plaintiff decided to remake the Malayalam film in Hindi language as the success achieved by the Malayalam Film amongst Malayalam speaking audiences forecasted huge success for a Hindi remake in Bollywood too. The same being a commercially lucrative venture, the Plaintiff approached the producers of the Malayam Film, i.e., Defendant



No. 3 and “Kovakattu” and sought an assignment of the Hindi remake rights in the Malayalam film.

9. Pursuant to negotiations, on 13<sup>th</sup> May 2020, an Assignment Agreement was executed between the Plaintiff and Defendant No. 3 (acting through its partners) and Kovakattu (**“Assignment Agreement dated 13<sup>th</sup> May 2020”**) under which the Hindi remake rights in the Malayalam film were assigned to the Plaintiff. Salient features of the assignment in the Plaintiff’s favor under the Assignment Agreement dated 13<sup>th</sup> May 2020 are as follows:

- (i) Defendant No. 3 is the sole and exclusive producer and owner of all complete and unencumbered rights, title and interest in the Malayalam Film;
- (ii) Vide an agreement dated 20<sup>th</sup> February 2019, Defendant No. 3, on a perpetual, exclusive and irrevocable basis and for the territory of the world, assigned 50% of all unencumbered and complete rights, title and interest including without limitation to the derivative rights in the Malayalam Film to Kovakattu.
- (iii) Under the assignment agreement dated 13<sup>th</sup> May 2020, Defendant No. 3 (through its two partners) and Kovakattu assigned to the Plaintiff on an exclusive, perpetual, and irrevocable basis the



“Remake and Dubbing rights” in the Malayalam film in Hindi language, for the territory of the world, to be exercised by the Plaintiff in all modes, mediums and formats now known or coming into existence in the future.

- (iv) The “Remake and Dubbing Rights” assigned under this Agreement include the sole and exclusive right to do the following:
- a. The right to make a new cinematograph film (“**the Hindi remake film**”) based on the Malayalam Film and underlying works thereof in the Hindi language;
  - b. The right to dub the Hindi remake film in any and all languages now known or coming into existence in the near future;
  - c. The exclusive right to produce, co-produce the Hindi remake based on the literary works of the Malayalam film;
  - d. The right to use the title of the Malayalam Film and the right to use the underlying works thereof but not limited to literary works, in the new cinematograph films with or without adaptation, mutilations or modifications, at the sole discretion of the Plaintiff;
  - e. The right to exploit the Hindi remake on all modes, mediums, formats, and platforms of



exploitation, present and/or future in perpetuity including but not limited to theatrical, non-theatrical, satellite, home video, DTH, on demand, mobile, digital, internet, broadband, website, etc.;

- f. The right to use the characters, story lines, titles, characterization with or without sound accompaniment and with or without the interpolation of musical numbers therein to adapt, rearrange and make any changes in, deletions from or additions to the underling works of the Malayalam film, to change the sequence thereof, to use a portion or portions of any underlying works, to change the characters and the description of the characters of the Malayalam Film to use any component, underlying works of the Malayalam Film;
- g. The right of edit, clip right of the Hindi remake and or dubbed versions thereof, the right to subtitling, any language for any purpose through media;
- h. The rights to use excerpts, summaries and extracts of the Hindi remake and dubbed versions thereof in any form such books, posters, news items, trailers, etc. for purpose of

*Santhosh Kumar*

- exploiting, promoting the Hindi Remake and dubbed versions thereof;
- i. All other ancillary rights, including without limitation to derivative rights, in the Hindi remake, the dubbed versions thereof and all underlying works thereof;
  - j. The right to recreate and/or use any theme music and/or any background music of the Malayalam film for the Hindi remake;
  - k. The right to exercise and enjoy all rights comprised in copyright of the Hindi remake and the dubbed various thereof as the first owner thereof;
  - l. All other ancillary rights in the underlying works of the Hindi remake.
- (v) For the assignment of the afore-said rights in the Plaintiff's favor, the Plaintiff paid a consideration of Rs. 1,00,00,000/- (Rupees One Crores only), which consideration has been accepted by the Assignors, i.e., Defendant No. 3 and Kovakattu.
- (vi) Defendant No. 3 (through its partners) and Kovakattu warranted that they were free and entitled to enter upon such assignment, and that they had not entered into any agreement which may



conflict with the terms of this Assignment Agreement dated 13<sup>th</sup> May 2020;

- (vii) Defendant No. 3 (through its partners) and Kovakattu also undertook to indemnify the Plaintiff against all damages arising directly or indirectly and accruing to the Plaintiff as a result of the breach of the assignors' undertakings under the Assignment Agreement dated 13<sup>th</sup> May 2020 or any other agreement with a third party related to the Malayalam Film, the Hindi Remake and/or dubbed versions thereof.

A copy of the Assignment Agreement dated 13<sup>th</sup> May 2020 is annexed with the list of documents filed with the present plaint.

10. Subsequently, around July 2020, the Plaintiff commenced pre-production of the Hindi Remake of the Malayalam Film, in accordance with the rights granted under the Assignment Agreement dated 13<sup>th</sup> May 2020.
11. That being so, on or around 4<sup>th</sup> March 2022, the Plaintiff came across the trailer of a Telugu Film titled "Bheemla Nayak" dubbed in Hindi ("the suit film") on YouTube, uploaded on 4<sup>th</sup> March 2022. According to the trailer, the release date of the suit film has not been announced yet. Screenshots of the trailer of the suit film are annexed with the list of documents filed with



the present plaint. A viewing of the Trailer revealed that the suit film was a Hindi-dubbed version of the Telugu Film titled “Bheemla Nayak”, which in turn was a Telugu Remake of the Malayalam Film.

12. Since the same indicated a potential infringement of the Plaintiff's rights under the Assignment Agreement dated 13<sup>th</sup> May 2020, the Plaintiff immediately, on 4<sup>th</sup> March 2022, raised an enquiry with Defendant No. 3 and its partners and sought a clarification on the nature of rights granted to the producer of the suit film, i.e., Defendant No. 1.
13. Defendant No. 3 and its partners clarified to the Plaintiff that Defendant No. 1 had been assigned the limited remake rights of the Malayalam Film only for Telugu language. Defendant No. 3 and the legal heirs of Kovakattu further confirmed that the release of the suit film would be in conflict and an infringement of rights of the Plaintiff.
14. On 4<sup>th</sup> March 2022, Defendant No. 3 also supplied the Plaintiff with a copy of Assignment Agreement dated 18<sup>th</sup> March 2020 executed between Defendant No. 3 (through its partners and Kovakattu) and Defendant No. 1, (**“Agreement dated 18<sup>th</sup> March 2020”**), under which limited remake rights were assigned. One of the partners of the Defendant No. 3 (Mr. Ranjith Balakrishnan) has further informed the Plaintiff, that the Defendant No. 1 in fact did want to expand the scope of





acquired rights under the Assignment Agreement dated 18<sup>th</sup> March 2020, and for this reason, had also circulated an amended version of the Agreement dated 18<sup>th</sup> March 2020, under which the following was sought to be added to Clause 3:

*“ The Assignees are not entitled to dub the Telugu remake film in to Malayalam language alone during the course of this Agreement which is assessee of the agreement.”*

However, Defendant No. 3 and Kovakattu Ramakrishnan Sachidanandan were unwilling to assign any rights beyond the limited Telugu remake rights, and thus Kovakattu refused to execute the amended version of the Assignment Agreement dated 18<sup>th</sup> March 2020. This shows that Defendant No. 1 was well aware that it was assigned only limited rights that entitled it to produce a remake only in Telugu language and nothing more. A copy of the un-executed amended Assignment agreement dated 18<sup>th</sup> March 2020 is annexed with the list of documents filed with the present plaint.

15. A perusal of the unamended executed Agreement dated 18<sup>th</sup> March 2020 reveals that the following limited rights were assigned in favor of the Defendant No. 1 by Defendant Nos. 3 and “Kovakattu”:

- (i) The right to remake and dub the Malayalam Film into the Telugu language only.

- (ii) The right to subtitle the proposed Telugu remake into all Indian languages.
- (iii) Exploitation rights in relation to the afore said.

16. Subsequently, the Plaintiff also came to know from reliable sources that the exploitation rights of the suit film had been assigned in favor of one Goldmine Telefilms Pvt. Ltd. The Plaintiff therefore immediately issued a legal notice to all Defendants (including their respective partners) except Defendant No. 2 and Goldmine Telefilms Pvt. Ltd. on the 6<sup>th</sup> March 2022 wherein the Plaintiff brought to the Defendants' notice its rights under the Assignment Agreement dated 13<sup>th</sup> May 2020 and in view of the same, called upon Defendant No. 1 to immediately cease and desist from committing acts of infringement of the Plaintiff's copyright and desist from releasing the suit film in theatres and/or through any other mode or medium through either themselves or through any person acting in association with and/or under them. A copy of the notice dated 6<sup>th</sup> March 2022 is annexed with the list of documents filed with the present plaint. The notice dated 6<sup>th</sup> March 2022 has been delivered to the said Defendants and Goldmine Telefilms Pvt. Ltd., on the 6<sup>th</sup> of March 2022, by way of e-mail.
17. None of the Defendants replied to the notice dated 6<sup>th</sup> March 2022 except for Goldmines Telefilms Pvt. Ltd. who informed



the Plaintiff that according to information available through sources, exploitation rights in the suit film have been granted to Defendant No. 2. A copy of the Reply dated 8<sup>th</sup> March 2022 is annexed to the list of documents filed with the present suit.

18. Separately, upon receipt of legal notice dated 6<sup>th</sup> March 2022, Defendant No. 3 addressed a notice to Defendant No. 1 (and its partners) in which it clarified to Defendant No. 1 (and its partners), that rights assigned to Defendant No. 1 were limited rights to remake and dub the Malayalam Film into Telugu language, along with subtitling rights in all languages. By this notice, Defendant No. 3 also put Defendant No. 1 and its partners to notice that the production and/or release of the suit film will amount to an infringement of copyright subsisting in the Plaintiff and will be a breach of Assignment Agreement dated 18<sup>th</sup> March 2020. The Plaintiff was also copied as an addressee to the said notice. A copy of the notice dated 9<sup>th</sup> March 2022, addressed by Defendant No. 3 to Defendant No. 1 (and its partners) is annexed with the list of documents filed with the present plaint. Defendant No. 3 also issued a public notice to this effect in the newspaper titled “Indian Express” on 12<sup>th</sup> March 2022, a copy of which is annexed with the list of documents filed with the present plaint.
19. It is submitted that despite the legal notices sent by the Plaintiff and Defendant No. 3, the trailer of the suit film continues to remain accessible to the public at large, and has not been taken



down. The same makes it evident, that despite being put to notice, the Defendants are continuing to deny the Plaintiff of its entitlement to copyright, reward and profits to accrue from the commercial exploitation of the proposed Hindi remake of the Malayalam Film and are thus, guilty of copyright infringement.

20. On the 10<sup>th</sup> of March 2022, the Plaintiff received a reply-notice from Defendant No. 1, under which Defendant No. 1, stated that it was in the process of obtaining detailed instructions, and will issue a detailed reply shortly. A copy of the reply-notice dated 10<sup>th</sup> March 2022 is annexed with the list of documents filed with the present plaint. Thereafter, on 14<sup>th</sup> March 2022, the Plaintiff received a detailed reply by the advocates for Defendant No. 1, under which the following contentions were raised:

- i. It was admitted by Defendant No. 1 and its partners that they had acquired merely the remake and dubbing rights in Telugu for the Malayalam film and the subtitling rights in all Indian languages;
- ii. By virtue of being the producer of the Telugu remake film, *i.e.* Bheemla Nayak, the Defendant No. 1 is the copyright owner thereof and is are entitled to exploit copyright in a manner they deem fit.

A copy of the letter dated 14<sup>th</sup> March 2022 is annexed with the list of documents filed with the present plaint.



21. In view of the afore-said, it is evident that Defendant No. 1, is proceeding to release the suit film, which amounts to a remake of the Malayalam Film in Hindi language. The notice dated 14<sup>th</sup> March 2022 raises contentions that are completely untenable in law, and frivolous. Further, the Defendants have deliberately not disclosed the release date of the suit film in their notice reply.
22. The Plaintiff has also received a Reply to its Original Notice dated 8<sup>th</sup> March, 2022 from the Defendant No. 2. The said Reply was received on 24<sup>th</sup> March 2022 and in the same the Defendant No. 2 mentions that they have been assigned the Copyright in the Hindi and North Indian languages in the Telugu Film by the Defendant No. 1 herein. A copy of the said Reply is annexed with the List of Documents being filed with the present plaint.
23. It is submitted that the rights to remake the Malayalam film in the Hindi language were exclusively vested in the Plaintiff and thus, the suit film amounts to a breach of the Plaintiff's rights under the Assignment agreement dated 13<sup>th</sup> May 2020. Pursuant to acquiring Hindi remake rights under the Agreement dated 13<sup>th</sup> May 2020, the Plaintiff has become the owner of copyright in the derivate rights, i.e. the right to adapt the Malayalam Film under the Copyright Act, 1957 in the Hindi language. Any attempt by Defendant Nos. 1 and 2 to infringe upon the rights of the Plaintiff will amount to an infringement under Section 51



of the Copyright Act, 1957. Therefore, the Plaintiff is entitled to seek remedies in law against the Defendant Nos. 1 and 2.

24. Further, from the information received from Goldmines Pvt. Ltd., it is apprehended that the Defendants have in fact executed agreements with Defendant No. 2 and/or other third parties for the distribution and/or exploitation of the suit film in exchange for valuable consideration. Such agreements could never have been executed as the Defendants had no right to remake the Telugu film in the Hindi language.
25. In view of the afore-said, the Plaintiff is constrained to approach this Hon'ble Court for seeking reliefs against Defendant Nos. 1 to 4 as mentioned herein.

#### PLAINTIFF'S RIGHTS:

26. It is stated that the Malayalam Film, of which the Defendant No. 3 and Kovakattu's legal heir (Defendant No. 4) are 50:50 owners, is a copyrighted work within the meaning of Section 13 of the Copyright Act, 1957. Defendant Nos. 3 and 4 being co-owners thereof are entitled to exploit the copyright in the Malayalam film in a manner they deem fit. In course of such exploitation, Defendant No. 3 and Late Kovakattu assigned certain rights in the Malayalam Film in favor of the Plaintiff, which rights included, but are not limited to the remake and dubbing rights into the Hindi language of the Malayalam film



and were in the nature of limited derivative/adaptation rights, or the limited right of adaptation into Hindi language.

27. Prior to assigning the limited derivative/ adaptation rights in favor of the Plaintiff, Defendant No. 3 and Late Kovakattu had also executed an agreement on 18<sup>th</sup> March 2020 with Defendant No. 1 under which a separate set of limited derivative/adaptation rights in the Malayalam film were assigned in favor of Defendant No. 1, i.e., limited adaptation rights in Telugu language and ancillary subtitling rights of the Telugu adaptation so made. This was the limited scope of the rights assigned to Defendant No. 1 and thus, Defendant No. 1 was precluded from acting beyond the scope of the Assignment Agreement dated 18<sup>th</sup> March 2020.
28. It is apparent that the Agreement dated 18<sup>th</sup> March 2020 and Agreement dated 13<sup>th</sup> May 2020 operate in two completely different areas and there is no ambiguity and/or overlap in the rights granted to the Plaintiff on one hand and to Defendant No. 1 on the other hand by Defendant No. 3 and Late. Kovakattu Ramakrishnan Sachinandan. This has also been confirmed and acknowledged by Defendant No. 3 in its notice dated 9<sup>th</sup> March 2022.
29. In fact, the same is also fortified by the brazen attempt of Defendant No. 1 to execute an amended version of the Agreement dated 18<sup>th</sup> March 2020 on the same date, wherein



the only amendment proposed was the following sentence in Clause 3 thereof:

*“ The Assignees are not entitled to dub the Telugu remake film in to Malayalam language alone during the course of this Agreement which is assessee of the agreement.”*

It is evident from the afore-said that Defendant No. 1 attempted to obtain the remake and dubbing rights in the Hindi language by virtue of attempting to add the afore-said sentence. However, the amended version was not executed, and remains a draft agreement till date. Therefore, it is evident that the entitlement of Defendant No. 1 is limited to the remake and dubbing rights of the Malayalam film into Telugu language and subtitling in all languages, whilst the Remake and Dubbing rights of the Malayalam film into Hindi language has been granted to the Plaintiff.

30. In pursuance of the rights from Defendant No. 3 by virtue of the Agreement dated 18<sup>th</sup> March 2020, the Defendant No. 1 has produced and released the Telugu remake of the Malayalam Film, titled “Bheemla Nayak” on 25<sup>th</sup> February 2022. Further, on 4<sup>th</sup> March 2022, the Defendant No. 1 uploaded a cinematic trailer of the suit film on YouTube, which is the Hindi dubbed version of “Bheemla Nayak”. There is no doubt that the Telugu Film entitled “Bheemla Nayak” is a remake of the Malayalam Film and was produced in pursuance of the rights granted under the Assignment Agreement dated 18<sup>th</sup> March 2020. This has





also been confirmed by Defendant No. 3. It is thus stated that the Defendant Nos. 1 and 2 have no entitlement to remake/dub the Telugu film into the Hindi language in any direct or indirect manner.

31. In view of the aforesaid it is submitted that the suit film, if released and/or exploited in any manner, will constitute an act of copyright infringement on part of Defendant Nos. 1 and 2 under the provisions of the Copyright Act, 1957. This is for the following reasons:

- (i) As per the terms of the Agreement dated 18<sup>th</sup> March 2020 and Agreement dated 13<sup>th</sup> May 2020, it is abundantly clear that the Defendant No. 1 has no right to remake the Malayalam Film in Hindi language and/or dub the same in Hindi.
- (ii) The Telugu remake titled “Bheemla Nayak” produced by Defendant No. 1 is nothing but a derivative work arising out of the Malayalam film and thus, the Defendant No. 1 has no rights other than “Remake and Dubbing Rights in Telugu” and “subtitling rights in all Indian languages”, as given to it under the Agreement dated 18<sup>th</sup> March, 2020. The Telugu remake is a derivative work, produced in pursuance of the limited derivative rights assigned in favor of the Defendant No. 1, and thus



the Defendant No. 1 has no right to further remake and/or dub the same in Hindi.

- (iii) The limited entitlement of Defendant No. 1 qua the remake and dubbing rights was well within its knowledge. The same is evident from the fact that after the Defendant No. 3 and late Kovakattu executed the Agreement with the Defendant No. 1 dated 18<sup>th</sup> March 2020, the Defendant No. 1 attempted to have executed an amended version of the Agreement dated 18<sup>th</sup> March 2020 under which a cryptic addition was sought to be made to Clause 3 thereof. However, late Kovakattu refused to execute the same.

32. From the aforesaid it is evident that the production of the suit film by Defendant No. 1 amounts to an overreach of the rights assigned to them by the Defendant No. 3 and is a breach of the rights owned and subsisting in favor of the Plaintiff. Such an act is a blatant violation of the provisions of the Copyright Act, 1957 and the Plaintiff is entitled to hold the Defendant No. 1 liable for the same.
33. It is further stated that the suit film by Defendant No. 1, which is a remake of the Malayalam film titled “Ayyappanum Kosiyum”, is essentially a dubbed version in the Hindi language, and as such Defendant No. 1 is guilty of infringing



the Plaintiff's copyright. Further, Defendant No. 1 is also guilty of unfair trading and competition. They have enriched and continue to enrich themselves to the Plaintiff's detriment by means of producing and going ahead with the promotion of the suit film through print and digital media. It is submitted that if the illegal exhibition and publication of the suit film is not restrained, then the Plaintiff will suffer irreparable damage and injury.

34. Further, it is submitted that if the suit film is allowed to release, then the look and feel of the proposed Hindi remake by the Plaintiff is bound to evoke the suit film and thus, the commercial viability of the Plaintiff's future film will be considerably damaged. This is for the reason that a cinematograph film is watched by the public solely for the creativity and novelty that the film expresses. In the present case, if there already exists a cinematograph film (which is a remake of the Malayalam Film) in the Hindi language, then it is certain that the Plaintiff's proposed Hindi remake of the Malayalam Film would not gain the commercial advantage that the film otherwise would have gained.
35. In view of what is stated hereinabove, the Plaintiff submits that Defendant No. 1 is clearly infringing the Plaintiff's copyright in the Hindi remake rights of the Malayalam Film acquired vide Assignment Agreement dated 13<sup>th</sup> May 2020, and a



consequence thereof Defendant Nos. 1 and 2 are liable to be judicially restrained and prohibited.

36. In view of the above, it is submitted that the suit film amounts to an infringement of copyright of the Plaintiff and thus the Plaintiff is entitled to the relief as prayed for in the plaint.
37. The Plaintiff states that the release date of the suit film has not yet been announced. The promotional trailer online thereof states that the suit film is "*coming soon*". It is further stated that if the suit film is released, huge loss, harm and prejudice will be caused to the Plaintiff and the purpose of filing of this suit will be frustrated. The Plaintiff has already invested considerable sums of money in the pre-production stage of its proposed Hindi remake of the Malayalam film. This figure at the present can conservatively be stated to be approximately INR 4 Crores and this is what the Plaintiff is claiming by way of damages in the present instance. If the Defendants are not restrained from publishing / communication to the public the suit film, the Plaintiff is likely to suffer colossal damages which would be irreparable. The Plaintiff reserves its rights under Order 2 Rule 2 of the Code of Civil Procedure, 1908 to seek enhanced damages subject to discovery in the present proceedings and undertakes to pay the deficit Court fees, if any.



38. The Plaintiff states that it has approached this Hon'ble Court as soon as it came to know of the trailer of the suit film had been uploaded on YouTube, Twitter and B4U TV Instagram page. As is the norm in the film industry, films are generally released amongst great secrecy and by the time an aggrieved party can approach the court to seek protective reliefs, the producers of the film have generally assigned rights in such film to multiple third parties. This is exactly what has transpired in the present matter. In such circumstances, it is most incumbent to provide protective reliefs to the Plaintiff whose copyright is being blatantly infringed by the Defendants. Even otherwise, the cause of action of the Plaintiff is of a continuing nature, and as such, the question of delay and laches does not arise. Without prejudice, it is respectfully submitted that the making of the suit film involves fraud, deceit, and illegality. As such, no equities lie in the Defendants' favor and the Defendants are (in law and fact) disentitled from raising equitable defenses of delay, laches, and/or acquiescence. Further, in matters of intellectual property rights, this Hon'ble Court acts as guardian of public interest and protects the legal owners of intellectual property (such as the Plaintiff) from acts of piracy and infringement committed by wrong doers such as the Defendants.

#### CAUSE OF ACTION:

39. The cause of action arose for the first time around the 4<sup>th</sup> of March 2022, when the Plaintiff came across the promotional



trailer of the suit film uploaded on YouTube, Twitter and B4U TV Instagram page. The cause of action then arose on the 6<sup>th</sup> of March, 2022 when the Plaintiff issued a cease and desist notice upon the Defendants. The cause of action further arose on the 14<sup>th</sup> of March, 2022 when the Defendant No. 1 sent a detailed Reply to the aforesaid notice dated 6<sup>th</sup> of March, 2022. The cause of action also arose on 24<sup>th</sup> of March, 2022, when the Defendant No. 2 sent a Reply to the Notice sent by the Plaintiff dated 8<sup>th</sup> March, 2022. The cause of action is a continuing one, especially since the suit film is yet to be released.

#### JURISDICTION:

40. This Hon'ble Court has the necessary jurisdiction to entertain and try the present suit under Section 20(c) of the Code of Procedure, 1908, as a part of the cause of action has arisen within the jurisdiction of this Hon'ble Court:

- i. The trailer of the suit film is available for viewing and widely accessible to consumers in Delhi;
- ii. Once released, it is inevitable that the film will be communicated to the public through film theaters and other formats / mediums targeting consumers in Delhi with an intention of concluding commercial transactions. The Plaintiff has a clear and credible apprehension of an imminent release of the suit film in Delhi; and



- iii. That the Defendant No. 2 (who has been unlawfully assigned rights qua the suit film by the Defendant No. 1) resides and carries on business in Delhi.

VALUATION:

41. The suit is valued for the purposes of court fee and jurisdiction in the following manner:

- i. For an order for permanent injunction restraining infringement of copyright this relief is valued for the purposes of court fee and jurisdiction at Rs. 200/- and court fee of Rs. 20/- will be paid thereon;
- ii. For an order for delivery up, this relief is valued for the purposes of court fees and jurisdiction at Rs. 200/- and court fees of Rs. 20/- will be paid thereon;
- iii. For an order for rendition of accounts, this relief is valued at Rs. 1000/- for purposes of court fees and requisite court fee of Rs. 150/- will be paid thereon;
- iv. For an order of damages, this relief is valued for the purposes of court fees and jurisdiction at a total of Rs. 4,00,00,000/-, and a court fees of Rs. 3,92,744/- will be paid thereon;



The present suit is valued for the purposes of court fees and for the purposes of jurisdiction at Rs. 4,00,01,400/- and court fees of Rs. 3,93,500/- and one time process fee court fee of Rs. 2,000 is filed herein. The Plaintiff undertakes to pay such additional court fees as would be found due when the actual amount is ascertained by this Hon'ble Court.

**PRAYER:**

42. It is humbly prayed before this Hon'ble Court that it may be pleased to grant the following orders :-

- (a) An order for permanent injunction restraining the Defendant nos. 1 and 2, by themselves, their servants, agents, licensees, franchisees, partners, proprietors or any one claiming through, under or by them, and/or otherwise, from making, producing, exhibiting, or communicating to the public the suit film or any part thereof in any manner, including but not limited to theatres, television, OTT platforms and/or internet, so as to infringe the Plaintiff's copyright in respect of the Remake and Dubbing Rights of the Malayalam film in the Hindi language as also any other rights as set out in paragraph 19(iv) of the plaint;





- (b) An order to deliver up for destruction of all material (copies of the suit film, promotional material, advertisements, etc.) of the suit in existence till date;
- (c) Without prejudice and in addition to the afore-said, a decree in favor of the Plaintiff and against Defendant Nos. 1 and 2 to jointly and/or severally for a sum of Rs. 4,00,00,000/- and any additional amount as ascertained by this Hon'ble Court, as and by way of damages for the afore-said acts of infringement of copyright and/or unfair trading/competition and/or unjust enrichment and/or loss to the Plaintiff's potential and opportunity to remake the Malayalam Film in Hindi language or in any other manner already committed by Defendant Nos. 1 and 2;
- (d) An order for the Defendants to furnish/ render accounts during the course of their business relating to the suit film;
- (e) An order for costs of the proceedings;

AND

Any further order as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.



Plaintiff  
JA ENTERTAINMENT PVT. LTD.

Through



Mr. Pankaj Pahuja  
Authorized Signatory

Through



Anand and Anand  
Advocates for the Plaintiff

New Delhi  
Dated: March 25, 2022

VERIFICATION:

Verified at New Delhi on the 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1-13,16-20, 22 and 26 of the plaint are true and correct to my knowledge and belief and on the basis of the records maintained by the Plaintiff Company in the ordinary course of business and based on information received which I believe to be correct, those of paragraphs 14, 15, 19, 21, 23-25 and 27-42 are based on legal and technical advice received and believed to be true and correct and lastly, paragraph 42 is the Prayer before this Hon'ble Court.



Mr. Pankaj Pahuja  
Authorized Signatory

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

## STATEMENT OF TRUTH

(Under the First Schedule, Order VI – Rule 15 A and  
Order X – Rule 1)

STATEMENT OF TRUTH BY MR. PANKAJ PAHUJA, AGED  
ABOUT 37 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO.  
1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74,  
NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as  
under:

1. I am the Constituted Attorney of the Plaintiff, John Abraham Entertainment Pvt. Ltd., having its office at 31 Green Acre, Ground Floor, Union Park Road No. 5, Khar West Mumbai - 400 052, and as such am well conversant with the facts and circumstances of the present case.

2. I am sufficiently conversant with the facts of the case and have also examined all relevant documents and records in relation thereto.
3. I say that the statement made in paragraphs 1-13, 16-20, 22 and 26 of the plaint are true to my knowledge and belief and based on the records maintained by the Plaintiff company in the ordinary course of business and based on information received which I believe to be correct and statements made in paragraphs 14, 15, 19, 21, 23-25 and 27-42 of the plaint are based on legal advice.
4. I say that there is no false statement or concealment of any material fact, document or record and I have included information that is according to me relevant for the present suit.
5. I say that all documents in the power, possession, control or custody, pertaining to the facts and circumstances of the proceedings initiated by the Plaintiff have been disclosed and copies thereof annexed with the list of documents filed with the plaint, and that the Plaintiff does not have any other documents in its power, possession control or custody.
6. I say that the above-mentioned pleading comprises of a total of 29 pages, each of which has been signed by me.

7. I state that the documents annexed with the list of documents are true copies of the documents referred to and relied upon by me.
8. I say that I am aware that for any false statement or concealment, I shall be liable for action taken against me under the law.

New Delhi

Dated: March 25, 2022

VERIFICATION

The statements made above are true to my knowledge.

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as  
under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I have read the contents of the accompanying Plaint which has been drafted on the basis of the instructions given by me and based on the legal advice received and say that the same are true to the best of my knowledge and nothing material or relevant has been concealed therefrom. I further state that all the documents are true copies of the original and the originals will be produced, when required by this Hon'ble Court.

3. I say that I adopt the contents of the accompanying plaint as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

LIST OF RELIANCE

| S.No. | Particulars  |
|-------|--|
| 1.    | References to Agreements between the Plaintiff and the Defendants as well as Agreements <i>inter se</i> the Defendants.        |
| 2.    | Relevant statutes (including The Copyright Act, 1957) and judgements.  |
| 3.    | Records of the Plaintiff pertaining to its services.   |
| 4.    | Records maintained by the Ministry of Corporate Affairs in respect of the Plaintiff company as well as the Defendant entities. |
| 5.    | All documents/particulars pertaining to the Defendants' illegal/infringing activities.   |
| 6.    | Such other documents reliance of which may be found necessary after the issues are settled between the parties herein          |



New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006

D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

CERTIFICATE

It is hereby certified that the documents / copies of the documents  
being filed herewith are authentic and true copies of the same.



New Delhi  
Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO  
D/798/2006        D/2779/2011  
ANAND AND ANAND  
Advocates for the Plaintiff  
B-41, Nizamuddin East  
New Delhi – 110 013  
Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)  
Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.            of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

PART - II

| S. No. | Particulars  | Page No. |
|--------|--|----------|
| 1.     | Index – II   | 1 - 2    |
| 2.     | Application under Order 39 Rules 1 & 2, read with Section 151 of the CPC seeking grant of ex-parte ad-interim injunction along with supporting affidavit.  | 3 – 15   |
| 3.     | Application under Order XI Rule 1(4) (as amended by the Commercial courts, Commercial Division and Commercial Appellate Divisions of High Courts Act, 2015) read with Section 151 of the Code of Civil Procedure, 1908 seeking leave to file additional documents along with supporting affidavit. | 16 - 19  |
| 4.     | Application under Section 151 of the CPC seeking exemption from filing originals, clearer, translated copies and left side margins and notarized documents along with supporting affidavit.  | 20 - 25  |

|    |   |         |
|----|---|---------|
| 5. | Application under Section 149 of the CPC seeking extension from time for filing Court Fees along with supporting affidavit.   | 26 - 29 |
| 6. | Application under section 151 of CPC seeking exemption from institution of pre-litigation mediation under section 12A of the Commercial Courts, Commercial Division and Commercial Appellate Divisions of High Courts Act, 2015 along with supporting affidavit | 30 - 34 |

*Dhruv Anand*

New Delhi  
Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006 D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

I.A. No.            of 2022  
In  
C.S. (COMM) No.            of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

APPLICATION UNDER ORDER 39 RULES 1 AND 2 READ WITH  
SECTION 151 OF THE CODE OF CIVIL PROCEDURE, 1908  
SEEKING GRANT OF *EX PARTE* AD-INTERIM INJUNCTION

The Plaintiff, above named most respectfully sheweth:

1. The present suit has been filed by the Plaintiff seeking permanent injunction restraining infringement of the Plaintiff's copyright in the Hindi remake rights of the Malayalam Film acquired vide Assignment Agreement dated 13<sup>th</sup> May 2020 and the same is pending before this Hon'ble Court. For the sake of brevity the contents of the Plaint are not reproduced herein and the Plaint may kindly be referred to.
2. The Plaintiff company was founded in 2008 and since, has been engaged *inter alia* in the business of film and advertisement production in the media and entertainment industry. The Plaintiff has produced multiple films that have been widely successful commercially, in addition to being critically acclaimed. The

Plaintiff's portfolio of films includes, but is not limited to, films such as "Vicky Donor", "Madras Café", "Parmanu", and "Batla House".

#### THE DEFENDANTS:

3. The Defendant No. 1 is a partnership firm having its office at the address mentioned in the cause title and is engaged *inter alia* in the production and marketing of cinematograph films. The said Defendant is the producer of the cinematograph film Bheemla Nayak- dubbed in the Hindi language (which is "the suit film").
4. The Defendant No. 2 is a company incorporated under the provisions of the Companies Act, 2013 and has its registered office at the address mentioned in the cause title. Defendant No. 2 has been arrayed as party-Defendant to the present suit on the basis of information received by the Plaintiff that this Defendant has acquired rights of the suit film for exhibition and exploitation.
5. Defendant No. 3 is a registered partnership firm having its office at the address mentioned in the cause title. From the information available with the Plaintiff, Defendant No. 3 through its partners is also engaged *inter alia* in the production and marketing of cinematograph films. The Defendant No. 3 is the producer of the Malayalam film titled "Ayyappanum Kozhiyum", ("the Malayalam Film") the derivative/adaptation rights whereof are in issue in the present suit.

6. Defendant Nos. 4 is an adult Indian inhabitants residing at the addresses mentioned in the cause title and is the wife and legal heir of Late Mr. Kovakattu Ramachandran Sachidanandan (“Kovakattu”), who was the story writer, and director of the Malayalam Film and also the assignee of 50% of copyright in the Malayalam Film. Kovakattu passed away on the 18th of June 2020, and it is in these circumstances that Defendant Nos. 4 has been arrayed as parties into the present suit.

*RELEVANT FACTS LEADING TO THE INFRINGING ACTIVITIES OF THE DEFENDANTS:*

7. In or around March 2020, the Plaintiff’s creative team was conducting research for future projects to be produced by the Plaintiff. In the course of the same, the Plaintiff’s creative team came across the Malayalam Film (Ayyappanum Kozhiyum), which had released on 7<sup>th</sup> February 2020, and was a huge success commercially.
8. The Plaintiff upon deciding to to remake the Malayalam film in Hindi language obtained the Hindi remake rights in the Malayalam film *vide* an Assignment Agreement which was executed between the Plaintiff and the producers of the Malayalam film i.e., the Defendant No. 3 (acting through its partners) and Kovakattu. Through this Agreement, the Defendant No. 3 *inter alia* assigned to the Plaintiff ‘on an exclusive, perpetual, and

*irrevocable basis the “Remake and Dubbing rights” in the Malayalam film in Hindi language, for the territory of the world, to be exercised by the Plaintiff in all modes, mediums and formats now known or coming into existence in the future.’*

9. The Plaintiff in July 2020 commenced pre-production of the Hindi Remake of the Malayalam Film, in accordance with the rights granted under the Assignment Agreement dated 13<sup>th</sup> May 2020.
10. The Defendant No. 1 produced and released the Telugu remake of the Malayalam Film, titled “Bheemla Nayak” on 25<sup>th</sup> February, 2022. Thereafter, on or around 4<sup>th</sup> March 2022, the Plaintiff came across a trailer of the Telugu Film titled “Bheemla Nayak” dubbed in Hindi (“the suit film”) on YouTube, uploaded on 4<sup>th</sup> March 2022 on which no release date was mentioned. A viewing of the Trailer revealed that the suit film was a Hindi-dubbed version of the Telugu Film titled “Bheemla Nayak”, which in turn was a Telugu Remake of the Malayalam Film.
11. The Plaintiff immediately sought a clarification from Defendant No. 3 and its partners on the nature of rights granted to the Director of the suit film i.e., Defendant No. 1, The Defendant No. 3 in turn supplied the Plaintiff with a copy of Assignment Agreement dated 18<sup>th</sup> March 2020 executed between Defendant No. 3 (through its partners and Kovakattu) and Defendant No. 1, under which limited remake rights in the nature of the right to remake and dub the Malayalam Film into the Telugu language only (with the right

to subtitle the proposed Telugu remake into all Indian languages) were assigned.

12. A perusal of the unamended executed Agreement dated 18<sup>th</sup> March 2020 reveals that the following limited rights were assigned in favor of the Defendant No. 1 by Defendant No. 3 and “Kovakattu”:

- (i) The right to remake and dub the Malayalam Film into the Telugu language only.
- (ii) The right to subtitle the proposed Telugu remake into all Indian languages.
- (iii) Exploitation rights in relation to the afore said.

13. Therefore, under the agreement dated 18<sup>th</sup> March 2020 a separate set of limited derivative/adaptation rights in the Malayalam film were assigned in favor of Defendant No. 1, i.e., the limited adaptation rights in Telugu language and ancillary subtitling rights of the Telugu adaptation so made. The ambit of the Agreements dated 18<sup>th</sup> March 2020 and Agreement dated 13<sup>th</sup> May 2020 being separate has also been confirmed and acknowledged by Defendant No. 3 in its notice dated 9<sup>th</sup> March 2022. In fact, the same is also fortified by the brazen attempt of Defendant No. 1 to execute an amended version of the Agreement dated 18<sup>th</sup> March 2020 on the same date, wherein the only amendment proposed was the following sentence in Clause 3 thereof:



*“ The Assignees are not entitled to dub the Telugu remake film in to Malayalam language alone during the course of this Agreement which is assessee of the agreement.”*

It is evident from the afore-said that Defendant No. 1 attempted to obtain the remake and dubbing rights in the Hindi language by virtue of attempting to add the afore-said sentence. However, the amended version was not executed, and remains a draft agreement till date.

14. On 6<sup>th</sup> March, 2022 the Plaintiff came to know from market sources that the exploitation rights of the suit film had been assigned in favour of one Goldmine Telefilms Pvt. Ltd. The Plaintiff therefore immediately issued a legal notice dated 06<sup>th</sup> March, 2022 to all Defendants (including their respective partners) except Defendant No. 2 and Goldmine Telefilms Pvt. Ltd.
15. On 8<sup>th</sup> March, 2022 Goldmine Telefilms Pvt. Ltd. responded to the letter dated 6<sup>th</sup> March, 2022 sent by the Plaintiff, informing the Plaintiff that according to information available through sources, exploitation rights in the suit film have been granted to Defendant No. 2. This response caused a reasonable apprehension to the Plaintiff's mind that the Defendants have in fact executed agreements with Defendant No. 2 and/or other third parties for the distribution and/or exploitation of the suit film in exchange for valuable consideration.

16. Thereafter on 9<sup>th</sup> March, 2022 the Defendant No. 3 addressed a notice to Defendant No. 1 (and its partners) in which it clarified to Defendant No. 1 (and its partners), that rights assigned to Defendant No. 1 were limited rights to remake and dub the Malayalam Film into Telugu language, along with subtitling rights in all languages. By this notice, Defendant No. 3 also put Defendant No. 1 and its partners to notice that the production and/or release of the suit film will amount to an infringement of copyright subsisting in the Plaintiff and will be a breach of Assignment Agreement dated 18<sup>th</sup> March 2020. The Defendant No. 3 also published a public notice in the newspaper “The Indian Express” to this effect on 12<sup>th</sup> March, 2022.
17. The Plaintiff thereafter received a detailed reply on 14<sup>th</sup> March, 2022 by the advocates for Defendant No. 1 raising contentions that are completely untenable in law, and frivolous and informing the Plaintiff that it was proceeding to release the suit film.
18. The Plaintiff recently received a Reply Notice dated 24<sup>th</sup> March, 2022 from the Defendant No. 2. Under the contents of the said Notice, the Defendant No. 2 contends that they have been assigned copyright in the Hindi and North Indian languages in the film titled “Bheemla Nayak” by Sithara Entertainment (Defendant No. 1).

*EFFECT OF THE DEFENDANTS' ACTIVITIES ON THE PLAINTIFF:*

19. The suit film, if permitted to be continued to be promoted and released would lead to the following:
  - a. Infringement of the Plaintiff's exclusive rights vested in it through the Assignment Agreement dated 13<sup>th</sup> May 2020 including the exclusive right to remake the Malayalam film in Hindi language;
  - b. The Plaintiff's right to adapt the Malayalam Film under the Copyright Act, 1957 in the Hindi language, leading to an infringement under Section 51 of the Copyright Act, 1957;
  - c. The Plaintiff would be subjected to unfair trading and competition since the suit film is a remake of the Malayalam film titled "Ayyappanum Kozhiyum" and is essentially a dubbed version in the Hindi language;
  - d. The unjust enrichment of the Defendants (to the Plaintiff's detriment) by means of producing and going ahead with the promotion of the suit film through print and digital media and causing irreparable damage and injury to the Plaintiff;
  - e. Damage to the Plaintiff's reputation and goodwill accrued over years; and

f. Damaging the commercial viability of the Plaintiff's future film.

20. The Defendants' unscrupulous and dishonest conduct is inequitable, unjust and requires severe deterrent action. The Plaintiff submits that on account of the Defendants' actions, it is likely to suffer huge losses, which cannot be ascertained because the exact damage to any intangible property's goodwill and reputation is always difficult to assess.

#### GROUND S FOR THE GRANT OF AN INTERIM INJUNCTION:

21. The Plaintiff is seeking an interim injunction against the Defendants because of the following reasons:
- (i) The Plaintiff has a good case on merits and is most likely to succeed at trial;
  - (ii) The activities of the Defendants have caused irreparable loss and injury to the Plaintiff, which cannot be fully compensated in terms of damages;
  - (iii) The balance of convenience is in favour of the grant of injunction in favour of the Plaintiff. It is also pertinent that the Plaintiff has approached this Hon'ble Court as soon as it came to know of the trailer of the suit film had been uploaded on YouTube, Twitter and B4U TV Instagram page.

22. The Plaintiff has established a good *prima facie* case and the balance of convenience also tilts in its favour. The Defendants' activities clearly constitute infringement. In such circumstances, it is most incumbent to provide protective reliefs to the Plaintiff whose copyright is being blatantly infringed by the Defendants. Irreparable loss, damage and injury would be caused to the Plaintiff's goodwill, reputation and to the Plaintiff's business if the Defendants are not restrained by an immediate ad interim *ex parte* order of injunction passed by this Hon'ble Court. Without prejudice, it is respectfully submitted that the making of the suit film involves fraud, deceit, and illegality. As such, no equities lie in the Defendants' favor

#### PRAYER

23. It is therefore, prayed that during the pendency of the present proceedings an order of *ex parte ad-interim* injunction be passed restraining the Defendant nos. 1 and 2, by themselves, their servants, agents, licensees, franchisees, partners, proprietors or any one claiming through, under or by them, and/or otherwise, from making, producing, exhibiting, or communicating to the public the suit film or any part thereof in any manner, including but not limited to theatres, television, OTT platforms and/or internet, so as to infringe the Plaintiff's copyright subsisting:
- a. in respect of the Remake and Dubbing Rights of the Malayalam film in the Hindi language; and
  - b. any other rights as set out in paragraph 19(iv) of the plaint.

AND

Any further orders as this Hon'ble Court deems fit and proper in the facts and circumstances of this case.

*Dhruv Anand*

New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006

D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

I.A. No.        of 2022

In

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I have read the contents of the accompanying application under Order 39 Rules 1 and 2 read with Section 151 of CPC seeking grant of ex-parte ad-interim injunction and say that the same are true to the best of my knowledge.

3. I say that I adopt the contents of the accompanying application as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED





IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

I.A. No. \_\_\_\_\_ of 2022  
In  
C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

APPLICATION UNDER ORDER 11 RULE 1 (4) (AS AMENDED BY  
THE COMMERCIAL COURTS, COMMERCIAL DIVISION AND  
COMMERCIAL APPELLATE DIVISIONS OF HIGH COURTS ACT,  
2015) READ WITH SECTION 151 OF THE CODE OF CIVIL  
PROCEDURE, 1908 SEEKING LEAVE TO FILE ADDITIONAL  
DOCUMENTS

The Plaintiff, above named most respectfully sheweth:

1. The Plaintiff has filed the above suit for permanent injunction restraining infringement of copyright, damages or rendition of accounts of profits, delivery up, etc. and the same is pending before this Hon'ble Court. For the sake of brevity the contents of the Plaint are not reproduced herein and the Plaint may kindly be referred to.
2. The Plaintiff, along with the plaint have produced all documents in their power, possession, control or custody, pertaining to the facts and circumstances of the proceedings initiated by the Plaintiff.

3. However, as the suit is being filed under urgent and emergent circumstances, the Plaintiff seeks leave to file additional documents, which are not in their power, possession, control, control or custody at the present moment. The Plaintiff undertakes to file these documents within thirty days, or earlier in accordance with the directions of this Hon'ble Court.

#### PRAYER

4. In light of the above mentioned facts and circumstances, it is most humbly prayed before this Hon'ble Court that it may be pleased to pass an order:

- a. Allowing a time of thirty days to the Plaintiffs to file additional documents.

And any other order as this Hon'ble Court may deem fit in the facts and circumstances of the present proceedings.

*Dhruv Anand*

New Delhi  
Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006 D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

I.A. No.        of 2022

In

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I say that I have read the contents of the accompanying application under Order XI Rule 1(4) of CPC (as amended by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015) read with Section 151 Code of Civil Procedure, 1908 and these contents are true to my knowledge and belief.

3. I adopt the contents of the accompanying application as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

I.A. No. \_\_\_\_\_ of 2022  
In  
C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

APPLICATION UNDER SECTION 151 OF CPC FOR  
EXEMPTION FROM FILING ORIGINALS, CLEARER COPIES,  
TRANSLATED COPIES, LEFT SIDE MARGINS AND  
NOTARIZED DOCUMENTS

The Plaintiff above-named respectfully submits as under:

1. The Plaintiff has filed the above suit for permanent injunction restraining infringement of copyright, damages or rendition of accounts of profits, delivery up, etc. and the same is pending before this Hon'ble Court. For the sake of brevity the contents of the Plaint are not reproduced herein and the Plaint may kindly be referred to.
2. It is submitted that the Plaintiff has filed copies of certain documents, which may be found to be dim/small font, and or

with insufficient margins. The Plaintiff will furnish clearer / re-typed copies and translations of such documents if so directed by the Hon'ble Court.

3. The Plaintiff has also filed photocopies of certain documents the originals of which are not in its possession or are required for the functioning of the Plaintiff's business.
4. Furthermore owing to the recent spread and increase in the number of Covid-19 cases, the Plaintiff has been unable to notarize affidavits in support of the plaint, various applications, statement of truth in support of the plaint, affidavit and certifications under Section 65B of the Indian Evidence Act, 1872. However, the Plaintiff's authorized signatory has signed the plaint, affidavits, statement of truth etc. and shall have these documents notarized as soon as the national lockdown is lifted and the Plaintiff's representative can access a notary public.
5. Furthermore, the Plaintiff is unable to file physical copies of the plaint, applications, and affidavits in support and documents in the suit. Instead, the Plaintiff is filing electronic copies and shall file corresponding originals as soon as the lockdown is lifted, or as and when directed by this Hon'ble Court.

## PRAYER

6. In light of the above mentioned facts and circumstances, it is most humbly prayed before this Hon'ble Court that it may be pleased to pass an order:
  - a. Allowing the Plaintiff a period of 30 days from the re-opening of the Court for filing clearer copies or with exact margins and/or which are handwritten or English translations of vernacular documents and from filing originals or the relevant documents at this stage;
  - b. Allowing the Plaintiff within 15 days to file duly notarized affidavits in support of the plaint and all applications in the suit, statement of truth, certifications under Order XI of the Code of Civil Procedure, 1908 and Section 65 B of the Evidence Act, 1872, and granting an exemption to the Plaintiff from filing these at the present stage due to the owing to the recent spread and increase in the number of Covid-19 cases;
  - c. Allowing the Plaintiff a period of 15 days to file the suit-paper in the physical form (which suit papers are being presently filed electronically); and granting exemption from filing physical copy of the suit papers at the present stage due to the owing to the recent spread and increase in the number of Covid-19 cases; and

- d. And any other order as this Hon'ble Court may deem fit in the facts and circumstances of the present proceedings.

*Dhruv Anand*

New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006

D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

I.A. No.        of 2022

In

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I have read the contents of the accompanying application under Section 151 of CPC for exemption from filing originals of certain documents, clearer copies/typed copies, translations, notarized documents and say that the same are true to the best of my knowledge.

3. I say that I adopt the contents of the accompanying application as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

I.A. No.        of 2022  
In  
C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

APPLICATION UNDER SECTION 149 READ WITH SECTION 151  
OF THE CODE OF CIVIL PROCEDURE, 1908

The Plaintiff above-named respectfully submit as follows:

1. The Plaintiff has filed the above suit for permanent injunction restraining infringement of copyright, damages or rendition of accounts of profits, delivery up, etc. and the same is pending before this Hon'ble Court. For the sake of brevity the contents of the Plaint are not reproduced herein and the Plaint may kindly be referred to.
2. That according to the prayers sought in the plaint, court fees of . Rs. 3,93,500/- and one time process fee court fee of Rs. 2,000/- is required to be paid.
3. It is humbly submitted that the Plaintiff has instructed his counsel to file the present suit only on March 22, 2022 and therefore due

to paucity of time and immediate threat, the Plaintiff was unable to procure the requisite court fees of INR 3,93,500/- from the concerned department/authority. Moreover, if the Plaintiff waited to procure the court fees, the purpose of praying for urgent orders would likely become infructuous. However, the Plaintiff has already undertaken steps to pay the requisite court fees of INR 3,93,500/- and shall file the same as soon as they obtain the same from the concerned department/authority.

4. In these circumstances, the Plaintiff craves leave of this Hon'ble Court to be exempted from affixing the entire court fee of Rs. 3,93,500/- for the present moment on the undertaking that the court fees will be made good no sooner than it is obtained.
5. It is prayed accordingly.

New Delhi  
Dated: March 25, 2022

*Dhruv Anand*

DHRUV ANAND/UDITA M PATRO  
D/798/2006                      D/2779/2011  
ANAND AND ANAND  
Advocates for the Plaintiff  
B-41, Nizamuddin East  
New Delhi – 110 013  
Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)  
Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
*(Ordinary Original Commercial Jurisdiction)*

I.A. No.        of 2022

In

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I say that I have read the contents of the accompanying application under Section 149 read with Section 151 CPC for extension of time for filing court fee and its contents are true to my knowledge and belief.

3. I adopt the contents of the accompanying application as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

I.A. No. \_\_\_\_\_ of 2022  
In  
C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

APPLICATION UNDER SECTION 151 OF CPC SEEKING  
EXEMPTION FROM INSTITUTION OF PRE-LITIGATION  
MEDIATION UNDER SECTION 12A OF THE COMMERCIAL  
COURTS, COMMERCIAL DIVISION AND COMMERCIAL  
APPELLATE DIVISIONS OF HIGH COURTS ACT, 2015

The Plaintiffs above-named respectfully submits as under:

1. The Plaintiff has filed the above suit for permanent injunction restraining infringement of copyright, damages or rendition of accounts of profits, delivery up, etc. and the same is pending before this Hon'ble Court. For the sake of brevity the contents of the Plaint are not reproduced herein and the Plaint may kindly be referred to.
2. The Plaintiff is filing the present application seeking exemption from institution of pre-litigation mediation proceedings with the Defendants as contemplated under Section 12A of the

Commercial Courts Act, 2015, as the Defendants are involved in rampant counterfeiting activities involving the Plaintiff's well-known trademarks.

3. It is submitted that the Defendants are fully aware of the Plaintiff's well-known brand and registered trademarks and are in fact misusing the Plaintiff's goodwill and reputation in its well-known trademarks to promote their unlawful activities of counterfeiting and earning illegal profits, to the detriment of the Plaintiff.
4. Further, the counterfeiting activities of the Defendants are causing incalculable harm and injury to the business, goodwill and reputation of the Plaintiff. Unless restrained by urgent orders of this Hon'ble Court, the Plaintiff is suffering and likely to continue to suffer huge losses including losses to its goodwill and reputation on account of the Defendants' unlawful acts.
5. Moreover, the purpose of filing the present suit is not only to put the Defendants to notice of their unlawful activities but to also obtain strict orders from this Hon'ble Court granting a permanent injunction against the Defendants as also damages.
6. In light of the above, the Plaintiff seeks an exemption from instituting pre-litigation mediation proceedings prior to instituting the present suit against the Defendants in the present matter.



## PRAYER

5. In light of the above mentioned facts and circumstances, it is most humbly prayed before this Hon'ble Court that it may be pleased to pass an order:
- a. Permitting the Plaintiff to file the present suit without initiating pre-litigation proceedings against the Defendants as contemplated under Section 12A of the Commercial Courts Act, 2015, in light of the urgent nature of the suit;
  - b. And any other order as this Hon'ble Court may deem fit in the facts and circumstances of the present proceedings.



New Delhi  
Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO  
D/798/2006                      D/2779/2011  
ANAND AND ANAND  
Advocates for the Plaintiff  
B-41, Nizamuddin East  
New Delhi – 110 013  
Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)  
Phone No.: +91 9958111098 / +91 9313399860

IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

I.A. No.        of 2022

In

C.S. (COMM) No.        of 2022

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 36 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am the Constituted Attorney of the Plaintiff and as such am well conversant with the facts and circumstances of the present case.
2. I say that I have read the contents of the accompanying application under Section 151 of CPC seeking exemption from institution of pre-litigation mediation under Section 12A of the Commercial Courts, Commercial Division and Commercial Appellate Divisions of High Courts Act, 2015, and its contents are true to my knowledge and belief.

3. I adopt the contents of the accompanying application as part and parcel of my affidavit, the same not being reproduced herein for the sake of brevity.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 3 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT

SIGNATURE IDENTIFIED



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.            of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

PART – III

| S. No. | Particulars   | Page No. |
|--------|---|----------|
| 1.     | Index – III   | 1        |
| 2.     | Vakalatnama   | 2 - 3    |
| 3.     | Copy of Power of Attorney authorizing Mr. Pankaj Pahuja, the Constituted Attorney of the Plaintiff, to sign and verify the plaint and institute the suit on behalf of the Plaintiff | 4 – 5    |



New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006            D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

C.S. (COMM) No. of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

KNOW all to whom these presents shall come that I/We, JA Entertainment Pvt. Ltd., the Plaintiff herein, through its Constituted Attorney, Mr. Pankaj Pahuja, do hereby appoint:

|   |   |
|---|---|
| N. K. ANAND<br>(D/27/1956)                              | PRAVIN ANAND<br>(D/178/1979)              |
| BHAGWATI PRASAD<br>(D/1015/1992) <i>Bhagwati Prasad</i> | VAISHALI MITTAL<br>(D/767/2003)           |
| SAIF KHAN<br>(D/764/2003)                               | MANISH BIALA<br>(D/1495/2005)             |
| DHRUV ANAND<br>(D/798/2006) <i>Dhruv Anand</i>          | SHRAWAN CHOPRA<br>(D/2218/2006)           |
| JAYA NEGI<br>(D/777/2007)                               | PRACHI AGARWAL<br>(D/894/2007)            |
| SHANTANU SAHAY<br>(D/1935/2007)                         | ACHUTHAN SREEKUMAR<br>(D/2545/2008)       |
| TUSHA MALHOTRA<br>(D/1274/2008)                         | SHOBHIT AGRAWAL<br>(D/2078/2010)          |
| UDITA M. PATRO<br>(D/2779/2011)                         | RAHUL VATS<br>(D/1715/2011)               |
| VIBHAV MITHAL<br>(D/1517/2013)                          | AASISH SOMASI<br>(D/984/2013)             |
| SIDDHANT CHAMOLA<br>(D/2714/2014)                       | DEVESH RATAN<br>(D/2833/2014)             |
| RIDHIE BAJAJ<br>(D/2690/2014)                           | KARAN BHUTANI<br>(D/2479/2015)            |
| ROHIN KOOLWAL<br>(D/2600/2015)                          | ROHAN SHARMA<br>(D/3444/2016)             |
| HARGOVIND SHUKLA<br>(MP/1573/2016)                      | ASHUTOSH UPADHYAYA<br>(D/1244/2016)       |
| SAMPURNAA SANYAL<br>(D/2019/2017)                       | RICHA BHARGAVA<br>(D/2910/2017)           |
| PALLAVI BHATNAGAR<br>(D/6318/2017)                      | DEEPESH BHARADWAJ<br>(D/7216/2017)        |
| ROHIL BANSAL<br>(R/1916/2018)                           | ROHIT HEBBALE RAMKUMAR<br>(KAR/1490/2019) |



|   |                                 |
|---|---------------------------------|
| SOURADEEP MUKHOPADHYAY<br>(D/4848/2019) | MISHTHI DUBEY<br>(D/4885/2019)  |
| DEEPANK SINGHAL<br>(D/6430/2019)        | YAMINI JASWAL<br>(PH/1845/2021) |
| VAISHALI JOSHI<br>(D/4787/2021)         |                                 |

Advocates of ANAND AND ANAND, 102, Lawyers Chambers, Delhi High Court, New Delhi (Tel: 0120-4059300 E-mail: [email@anandandanand.com](mailto:email@anandandanand.com)), hereinafter called the Advocates to be my/our Advocates, in the above-noted case and authorize them:-

To act, appear and plead in the above-noted case in this Court, or in any other Court in which the same may be tried or heard and also in the appellate Courts including High Court.

To sign, file, verify and present pleadings replications, appeals cross-objections, or petitions for executions, review, revision, restoration, withdrawal, compromise, or other petitions, replies, objections, or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents.

To withdraw, or compromise said case or submit to arbitration any difference or disputes that may arise touching or in any manner relating to the said case.

To take out execution proceedings.

To deposit, draw and receive moneys, cheques and grant receipts therefore, and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorising them to exercise the power and authority hereby conferred upon the Advocates whenever they may think fit to do so and to sign the Power of Attorney on my/our behalf.

And I/We, the undersigned do hereby agree to ratify and confirm acts, done by the Advocate or their substitute in the matter as my/our own acts as if done by me/us to all intents and purposes.

IN witness whereof I/We do hereunto set my/our hands to these presents, the contents of which have been understood by me/us this 25<sup>th</sup> day of March, 2022.

Accepted



Anand and Anand  
Advocates  
Phone +91 120 4059300  
Fax: + 91 120 4243056/57/58  
[email@anandandanand.com](mailto:email@anandandanand.com)



Client

SIGNATURE IDENTIFIED





### POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME WE, JA Entertainment Pvt. Ltd (JAEPL), having its office at 31 Green Acre, Ground Floor, Union Park Road no. 5, Khar West Mumbai 400 052 (hereinafter referred to as the "Company") send these presents:

WHEREAS, the Company is desirous of protecting its Intellectual Property Rights in India, and initiating suitable action so as to protect its rights subsisting in such Intellectual Property particularly in respect of the Malayalam film entitled "Ayyappanum Kozhiyum" and Hindi dubbing rights in respect of the said film and any remakes thereof;

AND WHEREAS, the Company is desirous of appointing true and lawful Attorneys in order to act for and on behalf of the Company and to initiate proceedings on its behalf and to do all necessary acts and things in connection with the said protection of its Intellectual Property Rights;

NOW THESE PRESENTS WITNESS that the Company nominates, constitutes and appoints **Mr. Pankaj Pahuja, s/o Late Shri J. K. Pahuja, resident of Flat No. 1102, Tower CV-4, Supertech Capetown, Sector - 74, Noida, Uttar Pradesh, India** (hereinafter referred to as the "Attorney") to be the lawful attorney and to act for and on behalf of the Company and to represent the Company in legal proceedings filed by the Company in respect of the above mentioned Rights, within the jurisdiction of the Hon'ble High Court of Delhi and all other allied and corollary proceedings, for the purpose of doing the following acts, deeds, matters or things namely:

1. To make, declare, swear, affirm, sign, seal, deliver, verify pleadings, affidavits, caveats, declarations, applications, petitions, documents and writings usual, necessary or expedient for or in furtherance of the proposed suit to be filed by the Company before the Delhi High Court, against certain parties which have been found violating the rights of the Company, and/or its representatives, directors, officers, servants or agents and to institute such suit (hereafter called the said "Proceedings").
2. To institute, file, commence, prosecute, enforce, defend, answer, oppose, appear in or appeal against, institute and prosecute appeal, revision and review proceedings in respect of the said Suit and all other consequent actions, counter claims and legal proceedings and demands, in which the Company is or may be connected or interested in India, and to sign, execute, affirm, and verify petitions, writ petitions, memoranda of appeal, affidavits, applications or any pleadings and to depose on behalf of the Company and if thought fit, to



compromise, settle, refer to arbitration, abandon, submit to judgment, proceed to judgment and execution in such proceedings. In any such action or proceedings, to retain, employ and remunerate advocates, solicitors and other legal practitioners and advisors, and to sign warrants, Vakalatnamas and other necessary authorities.

3. To concur in doing any of the acts, instruments, matters, deeds and things hereinabove mentioned.

4. AND GENERALLY to do and perform all such acts, matters and things and take all such steps whatsoever as may be requisite or desirable to be taken in relation to the aforesaid matters.

AND WE HEREBY RATIFY AND CONFIRM AND AGREE TO RATIFY AND CONFIRM all that our said Attorneys or any substitute(s) shall have done by virtue of these presents.

This present authorization will remain valid for the duration of legal proceedings initiated on behalf of the Company till the pendency of the proposed suit proceedings or any proceedings ancillary thereto.

IN WITNESS WHEREOF this Power of Attorney has been executed by..... on this..... day of March 2022.



Name: John Abraham

Position: Director



BEFORE ME

*R. J. Yadav*  
23/3/22  
**R. J. YADAV**  
B.A., LL.B.  
NOTARY, MUMBAI  
MAHARASHTRA  
(Govt. of India)





IN THE HIGH COURT OF DELHI AT NEW DELHI  
(*Ordinary Original Commercial Jurisdiction*)

C.S. (COMM) No.            of 2022  
CODE: 36017.01

JA Entertainment Pvt. Ltd.

...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.

...Defendants

PART IV

LIST OF DOCUMENTS FILED WITH THE PLAINT AS PER ORDER  
XI 1(2) OF THE COMMERCIAL COURTS, COMMERCIAL  
DIVISION AND COMMERCIAL APPELLATE DIVISION OF HIGH  
COURTS ACT 2015

| S. No. | Detail of document(s) and parties  | Documents in power/ possession, control, custody of | Original or photo-copy or office copies | Mode of execution/ issuance or receipt   | Line of custody                          | Page No. |
|--------|--|---|---|--|--|----------|
|        | Index (Part-IV)  |   |   |  |  | 1 - 6    |
| 1.     | Printout of the Company Master details of the Plaintiff as available on the website of the Ministry of Corporation Affairs | Publicly available on the World Wide Web            | Printouts                               | Publicly available on the World Wide Web | Publicly available on the World Wide Web | 7        |
| 2.     | Printouts of webpages from the Plaintiff's website<br><a href="http://www.jaent.in/">http://www.jaent.in/</a>              | Publicly available on the World                     | Printouts                               | Publicly available on the World          | Publicly available on the World          | 8-9      |

|    |   |  |              |   |  |       |
|----|---|--|--------------|---|--|-------|
|    |   | Wide Web                                 |              | Wide Web  | Wide Web                                 |       |
| 3. | A list of films produced by the Plaintiff   | Plaintiff                                | Original     | Plaintiff   | Plaintiff                                | 10    |
| 4. | Screenshots of the trailer of the suit film i.e., the Hindi dubbed version of the film 'Bheemla Nayak' taken from YouTube as well as posts of the trailer of the suit film dubbed in Hindi on the official Twitter and Instagram pages of the Defendant No. 1 | Publicly available on the World Wide Web | Printouts    | Publicly available on the World Wide Web  | Publicly available on the World Wide Web | 11-26 |
| 5. | Scanned copy of the Assignment Agreement dated 13th May 2020 between the Plaintiff and Defendant No. 3 (acting through its partners) and Kovakattu  | Plaintiff                                | Scanned Copy | As executed between the Plaintiff and Defendant No. 3 (acting through its partners) and Kovakattu | As available with the Plaintiff          | 27-47 |
| 6. | Scanned copy of Assignment agreement dated 18th March 2020 executed between Defendant No. 3 (through its partners   | Plaintiff                                | Scanned Copy | As executed between Defendant No. 3 (through  | As available with the Plaintiff          | 48-54 |

|    |   |           |              |   |                                 |       |
|----|---|-----------|--------------|---|---------------------------------|-------|
|    | and Kovakattu) and Defendant No. 1  |           |              | its partners and Kovakattu ) and Defendant No. 1  |                                 |       |
| 7. | Scanned copy of the un-executed amended Assignment agreement dated 18th March 2020 between Defendant No. 3 (through its partners and Kovakattu) and Defendant No. 1 | Plaintiff | Scanned Copy | As executed between Defendant No. 3 (through its partners and Kovakattu ) and Defendant No. 1 | As available with the Plaintiff | 55-61 |
| 8. | Scanned copy of the cease and desist notice dated 6th March, 2022 issued by the Plaintiff to all Defendants and Goldmine Telefilms Pvt. Ltd.                        | Plaintiff | Scanned Copy | Plaintiff   | As available with the Plaintiff | 62-67 |
| 9. | Scanned Copy of the Reply dated 08th March, 2022 sent by Goldmine Telefilms Pvt. Ltd. to the letter dated 06th March, 2022 sent by the Plaintiff                    | Plaintiff | Scanned Copy | As issued by Goldmine Telefilms Pvt. Ltd. to the Plaintiff                                    | As available with the Plaintiff | 68    |

|     |   |           |              |   |                                 |       |
|-----|---|-----------|--------------|---|---------------------------------|-------|
| 10. | Scanned copy of the cease and desist notice dated 8th March, 2022 issued by the Plaintiff to Ivy Entertainments Pvt. Ltd. i.e., the Defendant No. 2 | Plaintiff | Scanned Copy | Plaintiff   | As available with the Plaintiff | 69-77 |
| 11. | Scanned copy of the notice dated 9th March 2022, addressed by Defendant No. 3 to Defendant No. 1 (and its partners)                                 | Plaintiff | Scanned Copy | As issued by the Defendant No. 3 to the Defendant No. 1 copying the Plaintiff | As available with the Plaintiff | 78-80 |
| 12. | Scanned copy of a public notice dated 12th March, 2022 printed in the newspaper titled “Indian Express” by the Defendant No. 3                      | Plaintiff | Scanned Copy | As available with the Plaintiff   | As available with the Plaintiff | 81    |
| 13. | Scanned copy of the Reply Notice dated 10th March, 2022 sent by the Defendant No. 1 to the Plaintiff  | Plaintiff | Scanned Copy | As issued by the Defendant No. 1 upon the Plaintiff                           | As available with the Plaintiff | 82-83 |
| 14. | Scanned copy of the detailed Reply Notice dated 14th March, 2022 sent by the Defendant No. 1 to the Plaintiff                                       | Plaintiff | Scanned Copy | As issued by the Defendant No. 1 upon the                                     | As available with the Plaintiff | 84-93 |

|     |   |  |              |   |  |         |
|-----|---|--|--------------|---|--|---------|
|     |   |  |              | Plaintiff   |  |         |
| 15. | Scanned copy of the Reply Notice dated 24th March, 2022 sent by the Defendant No. 2 to the Plaintiff  | Plaintiff                                | Scanned Copy | As issued by the Defendant No. 2 upon the Plaintiff | As available with the Plaintiff          | 94-101  |
| 16. | Printouts of articles from the Internet, some social media pages and details from the website of the Ministry of Corporate Affairs (where available) of the Defendant entities giving their details | Publicly available on the World Wide Web | Printouts    | Publicly available on the World Wide Web            | Publicly available on the World Wide Web | 102-120 |
| 17. | Printouts of articles from the Internet showing the repute of the Plaintiff   | Publicly available on the World Wide Web | Printouts    | Publicly available on the World Wide Web            | Publicly available on the World Wide Web | 121-130 |
| 18. | Affidavit of Mr. Pankaj Pahuja under Section 65B of the Indian Evidence Act, 1872   | Plaintiff                                | Original     | As signed by the Authorized repetitive              | Plaintiff                                | 131-136 |
| 19. | Affidavit of Mr. Pankaj Pahuja under Order 11 Rule 6 (3) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act 2015                                    | Plaintiff                                | Original     | As signed by the Authorized repetitive              | Plaintiff                                | 137-142 |

|     |                                  |           |          |           |           |         |
|-----|----------------------------------|-----------|----------|-----------|-----------|---------|
| 20. | Proof of Service (email service) | Plaintiff | Original | Plaintiff | Plaintiff | 143     |
| 21. | Affidavit of Service by email    | Plaintiff | Original | Plaintiff | Plaintiff | 144-145 |

*Dhruv Anand*

New Delhi

Dated: March 25, 2022

DHRUV ANAND/UDITA M PATRO

D/798/2006 D/2779/2011

ANAND AND ANAND

Advocates for the Plaintiff

B-41, Nizamuddin East

New Delhi – 110 013

Email id: [dhruv@anandandanand.com](mailto:dhruv@anandandanand.com)

Phone No.: +91 9958111098 / +91 9313399860

**Company Master Data**

|  |  |
|--|--|
| CIN  | U92100MH2008PTC178885  |
| Company Name   | JA ENTERTAINMENT PRIVATE LIMITED   |
| ROC Code   | RoC-Mumbai   |
| Registration Number  | 178885   |
| Company Category   | Company limited by Shares  |
| Company SubCategory  | Non-govt company   |
| Class of Company   | Private  |
| Authorised Capital(Rs)   | 100000000  |
| Paid up Capital(Rs)  | 35140000   |
| Number of Members(Applicable in case of company without Share Capital)             | 0  |
| Date of Incorporation  | 14/02/2008   |
| Registered Address   | GROUND FLR., GREENACRE, UNION PARK, PALI HILL ROAD OPP PETIT GIRLS HIGH SCHOOL, KHAR (WEST), MUMBAI MH 400052 IN |
| Address other than R/o where all or any books of account and papers are maintained | -  |
| Email Id   | nishant@johnabrahament.com   |
| Whether Listed or not  | Unlisted   |
| ACTIVE compliance  | ACTIVE compliant   |
| Suspended at stock exchange  | -  |
| Date of last AGM   | 30/11/2021   |
| Date of Balance Sheet  | 31/03/2021   |
| Company Status(for efilling)   | Active   |

**Charges**

| Charge Id                         | Assets under charge | Charge Amount | Date of Creation | Date of Modification | Status |
|-----------------------------------|---------------------|---------------|------------------|----------------------|--------|
| No Charges Exists for Company/LLP |                     |               |                  |                      |        |

**Directors/Signatory Details**

| DIN/PAN  | Name                  | Begin date | End date | Surrendered DIN |
|----------|-----------------------|------------|----------|-----------------|
| 01835179 | JOHN ABRAHAM          | 14/02/2008 | -        |                 |
| 01835225 | PHIROZA ABRAHAM       | 14/02/2008 | -        |                 |
| 03637244 | PRIYA RUNCHAL DEEKSHA | 03/08/2017 | -        |                 |

  
True Copy

ATTACK PART - I Relasing 1st April, 2022



Home

Films

Vicky Donor

Madras Cafe

Rocky Handsome

FORCE 2

Parmanu - The  
story of PokhranSavita Damodar  
Paranjpe

BATLA HOUSE

SARDAR KA  
GRANDSON

ATTACK

Ads

Media

JA Ent. Blog

About

Contact



Featured



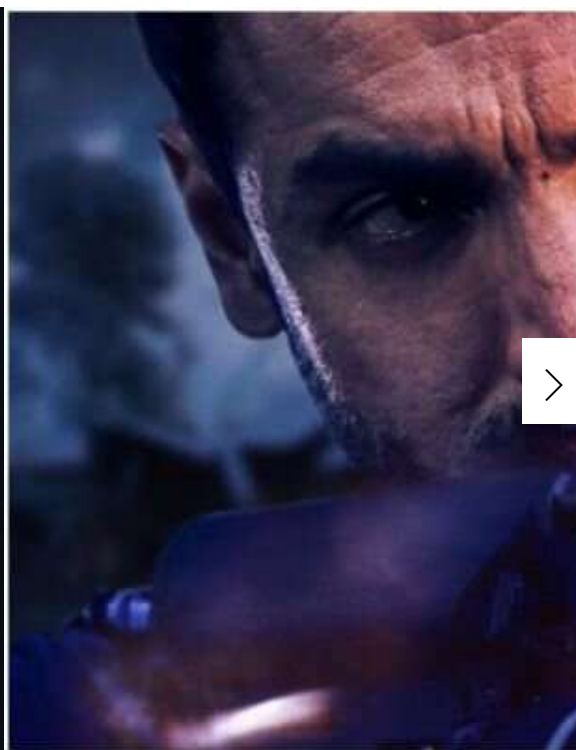
'Attack': Rakul Preet  
roped in to star with John  
Abraham and Jacqueline  
Fernandez



Batla House: John  
Abraham starrer to  
release on  
Independence Day 2019



John Abraham rocks the  
army look in this new still  
from Parmanu - The Story  
of Pokhran



Ohw Anand  
True Copy



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JA Entertainment aims to create pathbreaking, content-rich movies that are commercially succesful.

### Film Production

Since its launch in 2008, the Company has released two successful films and currently has a pipeline of twelve films. The Company's film slate offers insight into the content rich material it aims to produce. JA Entertainment's maiden film for example, Vicky Donor, is a comedy about sperm donation. Although the controversial nature of the film's topic was risky for a first production, the light and humorous style in which it was executed made it acceptable for the audience. The movie grossed more than fifteen times its budget, garnered critical acclaim and won three National Awards, including Best Film.

In the same vein, the Company's second release, Madras Café, is a political thriller about the controversial role of India and its former prime minister in Sri Lanka's civil war. Although the film had a limited release due to terrorist threats, it made three times its budget and also received rave reviews.

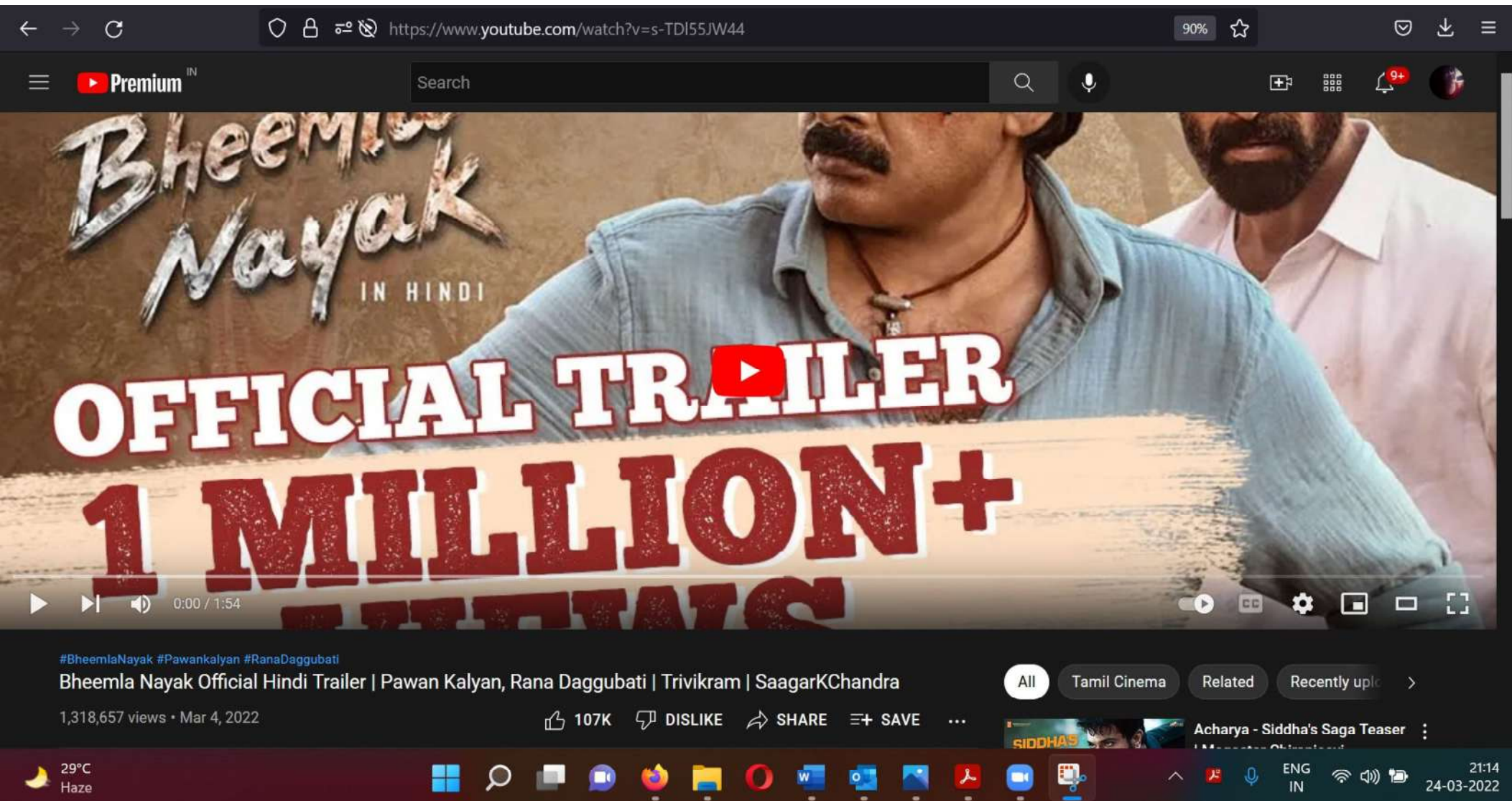
### Ad Production

JA Ent. has produced a number of ads, including Nikon, Phillips and Tupperware. JA Ent. believes in leveraging its own experience as well as its partnerships with renowned directors and post-production companies to deliver the most efficient and economical ad production for the client.

*Ohm Anand*  
True Copy

**LIST OF FILMS PRODUCED BY THE PLAINTIFF**

| <b>Sr. No.</b> | <b>Name of the Film</b>       |
|----------------|-------------------------------|
| 1.             | Vicky Donor                   |
| 2.             | Madras Café                   |
| 3.             | Rocky Handsome                |
| 4.             | Force 2                       |
| 5.             | Parmanu- The Story of Pokhran |
| 6.             | Savita Damodar Paranjpe       |
| 7.             | Batla House                   |
| 8.             | Sardar Ka Grandson            |
| 9.             | Attack                        |



Shree Anand  
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Browser tabs: (88) Si, (20+) f, Mail, Launch, Launch, Launch, Launch, Cisco, dhcefiling, YouTube (99) x, WeTre, IVY E, Sithar.

Address bar: <https://www.youtube.com/watch?v=s-TDI55JW44> 90%

YouTube Premium IN Search

Video player: PDV PRASAD PRESENTS SITHARA ENTERTAINMENTS

Video controls: 0:01 / 1:54

Video title: #BheemlaNayak #Pawankalyan #RanaDaggubati Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra

Video stats: 1,318,657 views • Mar 4, 2022 107K DISLIKE SHARE SAVE

Video description: Acharya - Siddha's Saga Teaser

System tray: 29°C Haze, Windows taskbar icons, 21:17 24-03-2022

Shruv Anand  
True Copy

Browser tabs: (88) Si, (20+) f, Mail, Launch, Launch, Launch, Launch, Cisco, dhcefiling, (99) x, WeTre, IVY E, Sithar.

Address bar: <https://www.youtube.com/watch?v=s-TDI55JW44> 90%

YouTube Premium IN Search

PAWAN KALYAN IN 8 AS

# Bheemla Nayak

IN HINDI

1:32 / 1:54

#BheemlaNayak #Pawankalyan #RanaDaggubati

Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra

1,318,657 views • Mar 4, 2022

107K DISLIKE SHARE SAVE

All Tamil Cinema Related Recently upl

Acharya - Siddha's Saga Teaser

29°C Haze

21:17 24-03-2022

Shruv Anand  
True Copy



Browser tabs: (88) Si, (20+) f, Mail, Launch, Launch, Launch, Launch, Cisco, dhcefiling, (99) x, WeTre, IVY E, Sithar.

Address bar: <https://www.youtube.com/watch?v=s-TDI55JW44> 90%

YouTube Premium IN Search

Video player: B4U

Progress bar: 1:47 / 1:54

Video title: #BheemlaNayak #Pawankalyan #RanaDaggubati  
Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra

Views: 1,318,657 views • Mar 4, 2022

Engagement: 107K, DISLIKE, SHARE, SAVE

Categories: All, Tamil Cinema, Related, Recently upl

Taskbar: 29°C Haze, Windows icons, 21:18 24-03-2022

Shruv Anand  
True Copy

Browser tabs: (88) Si, (20+) f, Mail, Launch, Launch, Launch, Launch, Cisco, dhcefiling, (99) x, WeTre, IVY E, Sithar.

Address bar: <https://www.youtube.com/watch?v=s-TDI55JW44> 90%

YouTube Premium IN Search

Video Player:

POV PRASAD PRESENTS  
SITHARA ENTERTAINMENTS

PAWAN KALYAN IN HINDI

**Bheemla Nayak**  
IN HINDI

TRIVIKRAM SAAGAR K CHANDRA SURYADEVARA NAGA VAMSI SUNIL SHAH RAJA SUBRAMANIAN  
THAMAN S RAVI K CHANDRAN(ISC) NAVIN NODDI AS PRAKASH YUGANDHAR T

ADITYA

1:50 / 1:54

#BheemlaNayak #Pawankalyan #RanaDaggubati  
Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra  
1,318,657 views • Mar 4, 2022

107K DISLIKE SHARE SAVE

All Tamil Cinema Related Recently upl

Acharya - Siddha's Saga Teaser

29°C Haze

21:27 24-03-2022

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Browser tabs: (88) Si, (20+) f, Mail, Launch, Launch, Launch, Launch, Cisco, dhcefiling, YouTube (99) x, WeTre, IVY E, Sithar.

Address bar: <https://www.youtube.com/watch?v=s-TDI55JW44> 90%

YouTube Premium IN Search

Video player: COMING SOON TO THEATRES NEAR YOU

Video progress: 1:12 / 1:54

Video title: #BheemlaNayak #Pawankalyan #RanaDaggubati Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra

Video stats: 1,318,657 views • Mar 4, 2022 107K DISLIKE SHARE SAVE

Video description: Acharya - Siddha's Saga Teaser

System tray: 29°C Haze, Windows taskbar icons, 21:19 24-03-2022

Shruv Anand  
True Copy



17



IN

bheemla nayak

9+

[#BheemlaNayak](#) [#Pawankalyan](#) [#RanaDaggubati](#)

## Bheemla Nayak Official Hindi Trailer | Pawan Kalyan, Rana Daggubati | Trivikram | SaagarKChandra

All

1,290,442 views • Mar 4, 2022

107K

DISLIKE

SHARE

SAVE

**B4U Motion Pictures** ✓

406K subscribers

SUBSCRIBE

[#BheemlaNayak](#) [#Pawankalyan](#) [#RanaDaggubati](#) [#NithyaMenen](#) [#Trivikram](#) [#Anthalstam](#)

Cast &amp; Crew

SHOW MORE

5,649 Comments

SORT BY



Add a comment...

*Shru Arand*  
True Copy

Left small dekl





IN

9+

**SOUTH MOVIE TALK** 2 weeks ago

Nayak Tere Fans Wait Kr Rhe Hai.



Action Pack Coming

1.8K

REPLY

[View 18 replies](#)**Gaming with Alark** 2 weeks ago

No extra actions no six pack just the attitude and walking style of pk is just killer 🔥



682

REPLY

[View 15 replies](#)**Aniket Nikam Creations** 2 weeks ago

Guys please share this trailer all over..and make it bigger..Efforts of @BU4 must worth it!

1.9K

REPLY

[View 17 replies](#)**kanaparthi durga babu** 13 days ago (edited)

Pawan's Screen presence is extremely power-packed. For sure one will get full-fledged satisfaction when you are out of Theatres. Must watch the movie!! Guys.

75

REPLY

[View reply](#)**Shanaya S** 2 weeks agoPawan Kalyan sir's next movie is Pan India movie [#HHVM](#). Watch that glimpse on YouTube. I loved it so much. PK, visuals and keeravani sir BGM next level.

960

REPLY

[View 21 replies](#)**professional troller** 11 days ago

Don't miss it guys....You must enjoy the theatrical experience 🔥 🔥

16

REPLY

**South Indian Craze** 2 weeks ago*Shru Arand*  
True Copy



IN

9+

[View 21 replies](#)**suraj kumar sagaria** 2 weeks ago

Literally Goosebumps Agaye 🔥 🔥 🔥

180



REPLY

**Dammu Kartik** 13 days ago

First Time after thousands of movies with bad hindi dubbing Bheemla Nayak is dubbed so perfectly not destroying the feeling which is get while watching movies in my native language telgu 💕💕💕👏👏👏 i appreciate the hard work of dubbing artists



16

REPLY

**Sugriw Kumar Yadav** 2 weeks ago

Teasers Created Record ❤️

Trailer Creates History 🔥

...

[Read more](#)

331

REPLY

[View 5 replies](#)**Ravi Raju** 13 days ago

Movie's 2nd half is fabulous 🔥

Whole theatre is on 🔥 🤘

Enjoy the PK-Nitya &amp; RANA-Samyuktha combo

39

REPLY

**Sagar Thakkar** 2 weeks ago

Pan INDIAN Power 🌟 First day first show 🎉

1.5K



REPLY

[View 65 replies](#)**Kalyan** 2 weeks ago

Finally hindi audience get ready to experience this mass euphoria of BHEEMLA NAYAK

*Shiv Arand*  
True Copy



IN



9+

**ABHINAYKRISHNA T** 2 weeks ago

I am from UP and i love pawan Kalyan very humble person

182

REPLY

[View reply](#)**Munazir Nomani** 2 weeks ago

Dear Hindi Audience watch it in 4K Dolby Theaters you will feel Goosebumps for Every scene 🔥💥

336

REPLY

[View 7 replies](#)**DG ANONYMOUS** 2 weeks ago

Not expected this much 💥😄 Bollywood is waiting for you Pawan Kalyan Rana 😄

219

REPLY

[View 3 replies](#)**Prem Sagar creations** 2 weeks ago

Bollywood audience get ready for Massive BGM SCORE

Brace yourself for Goosebumps 🔥🔥🔥 Power Storm Begins 💥💥💥 power star ✨ RAMP 🔥🔥

275

REPLY

[View 7 replies](#)**Umang Variya** 13 days agoWaiting For Hindi Dubb Songs Bheemla Nayak Title & La La.. Bheemla 🔥🔥🔥  
🔥🔥🔥🔥

9

REPLY

**Teja Kolla** 2 weeks ago

Most fanbase in Tollywood

One &amp; Only POWER STAR PAWAN KALYAN 🙏🔥👉

309

REPLY

[View 37 replies](#)**harinadh** 6 days ago*Shru Arand*  
True Copy

22



IN



9+



6

REPLY

**Shameem Basha Shaik** 2 weeks ago

Goosebumps ❤️🔥

218

REPLY

**PK Fans adda™** 2 weeks ago

Guys do watch in theatres. Goosebumps guaranteed.

159

REPLY

[View 8 replies](#)**VINTAGE EMPIRICAL** 11 days ago

Original is awsm..... 🙌🙌🔥🔥🔥🔥🔥🔥 but this is more awsm..... 🙌🙌  
 🔥🔥🔥🔥 because of the [#bgm](#),[#Budget](#),[#good](#) tight screenplay by [#Trivikram](#),  
[#mass](#) direction..... 🔥🔥🔥🔥🔥

7

REPLY

**Red Devil** 2 weeks ago

Super Dubbing. The Dialogues are dubbed perfectly from the actual version. Looking forward to the BheemlaNayak in Hindi Version. We could witness the Powerstar rage in Hindi now 🔥🔥

288

REPLY

[View 4 replies](#)**madhava shankar** 13 days ago

Super movie waiting to watch in Hindi

It will give 100% entertainment to Hindi audience

13

REPLY

**AKB Media** 2 weeks ago

Guys This Is One Of The Best Masss Movie Of The Year 🔥🔥 Watch Bheemla  
 Nayak Hindi In Theater 😍😍

855

REPLY

[View 22 replies](#)**edukondalu tulluru** 2 weeks ago

*Shru Arand*  
 True Copy



IN

[View 6 replies](#)**Manjunadha Naik** 2 weeks ago

He is 'The Leader'.

He has good heart towards people.

He is a real super star.

He is a philanthropist. ...

**Read more**

149

**REPLY**[View 13 replies](#)**T J** 13 days ago (edited)

Make sure you watch this movie in good theatre with very good sound system BGM will makes you feel th soul of the movie and actors were simply extraordinary story revolves these two actors simply amazing dont miss this mass feast in theatres

8

**REPLY****ESLAVATH MOTHILAL** 2 weeks ago

రానా హిందీ వర్షన్ ఒరిజినల్ వాయిస్ సూపర్ ఉంది. హిందీలో కూడా సూపర్ హిట్ అవ్వాలని కోరుకుంటున్నాను 👍👍👍🔥🔥🔥🔥🔥

271

**REPLY**[View 9 replies](#)**Hey Pasha** 13 days ago

This dubbing better than pushpa ❤️🔥

7

**REPLY****suraj kumar sagaria** 2 weeks ago

Finally Wait is over 🔥🔥🔥

122

**REPLY****Kishan Dubey** 2 weeks ago

They need to promote this movie as best as they can 🤩

276

**REPLY**[View 10 replies](#)**Shanaya S** 2 weeks ago

*Shuu Amand*  
True Copy

24



IN

|  |  |
|--|--|
|  |  |
|--|--|



537

REPLY

[View 21 replies](#)




Twitter interface showing a tweet from **Sithara Entertainments** (@SitharaEnts) dated Mar 4. The tweet announces the Hindi trailer for the movie **Bheemla Nayak**, starring Pawan Kalyan. The tweet includes a video thumbnail for the official trailer and mentions several users: @pawankalyan, @RanaDaggubati, #Trivikram, @saagar\_chandrak, @MenenNithya, @MusicThaman, @iamsamyuktha\_, @dop007, @NavinNooli, and @vamsi84.

The right sidebar shows trending topics in India, including **#ThodaRukShahRukh** (10.5K Tweets) and **Swara** (Trending with Kejriwal).

The bottom status bar shows the time as 21:44 on 24-03-2022, with a temperature of 29°C and Haze.

Cisco dhcefileing (99) B WeTr Sitha About Regal Sitha Minist Ministry Sitha Sitha AUTOPI Proble + -

← → ↺ https://www.instagram.com/p/Caq39u5rP1q/ 110% ☆

The image shows a promotional poster for the Hindi trailer of the movie 'Bheemla Nayak'. It features Pawan Kalyan in a light blue shirt and a man with a beard in a white shirt. The text 'Bheemla Nayak IN HINDI' is written in a stylized font, and 'OFFICIAL TRAILER' is written in large, bold letters at the bottom.

sitharaentertainments • Follow

sitharaentertainments After roaring success in Telugu, The Power Storm is all set to takeover in Hindi! 🔥

#BheemlaNayakHindi Trailer is here ▶ [ Link in Story ]

#BheemlaNayak #PawanKalyan @ranadaggubati #Trivikram #SaagarKChandra @nithyamenen @iamsamyuktha\_ @musicthaman @dop007 @navinnooli @nagavamsi19 @adityamusicindia

2w

ae\_dil\_hein\_mushkil Antha bane undi kani sariga promote chy chintu

8,302 likes

MARCH 4

😊 Add a comment... Post

29°C Haze

Windows taskbar icons: File Explorer, Microsoft Edge, Microsoft Word, Microsoft Excel, Adobe Reader, Zoom, and others.

ENG IN 21:46 24-03-2022





കേരളം KERALA

CP 767173

AGREEMENT FOR HINDI REMAKE AND DUBBING RIGHTS OF THE  
FILM "AYYAPPANUM KOSHIYUM".

THIS DEED OF ASSIGNMENT ("Agreement") is made and executed into  
in Kerala on this 13th day of May 2020 BETWEEN

GOLD COIN MOTION PICTURE COMPANY a Partnership concern  
represented by its Partners Ranjith and P M Sasidharan having address at 1/167  
B, USHAS, CHUNGAM, WEST HILL, KOZHIKODE, KERALA – 673 005,  
having PAN: AAMFG 8734 H, GST NO. 32AAMFG8734H1Z8 (hereinafter  
referred to as the "Assignor No. 1" which expression, shall unless it be repugnant  
to the subject or context thereof, be deemed to mean and include its successors-  
in-interest and permitted assignee of the last surviving partner) of the **FIRST**  
**PART:**

AND

For Gold Coin Motion Picture Company

For Gold Coin Motion Picture Company

Ranjith K. M. K.

SASIDHARAN. P.M

Managing Partner

Managing Partner

Sachidanandan



No. 7249 KERALA VALUE Rs 100/-

Date: 26.11.2019

Name: P.M. Sasidharan

M.V. SIDHARTHAN

STAMP VENDOR, KATCHERI

with link  
Kozhikode







കേരളം KERALA

CP 767188

KOVAKKATTU RAMAKRISHNAN SACHIDANANDAN, an adult Indian inhabitant, residing at 9/535, Koovakkattu, Chanayil Road, Eroor South, Post Thripunithura, Kochi, having PAN: BSUPS 8537 B and GST No. 32BSUPS8537B1ZC (hereinafter referred to as the "Assignor No. 2" which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include his legal heirs, administrations, successors, executors and permitted assigns) of the **SECOND PART**;

AND

J A ENTERTAINMENT PRIVATE LIMITED, CIN U92100MH2008PTC178885, PAN – AACCJ2630E, GST NO. 27AACCJ2630E and having its registered office at 31, Green Acre, Ground Floor, Opp. Gate No. 2 of Petit High School, Road No. 5, Union Park, Khar West, Mumbai – 400052 hereinafter referred to as the "Assignee" (which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART**.

For Gold Coin Motion Picture Company For Gold Coin Motion Picture Company

Managing Partner

Managing Partner

No. 7254 KERALA VALUE Rs 100/-

Date 26.11.2019

Name: P.M. Sasidharan

M.V. SIDHARTHAN

STAMP VENDOR, KATCHERI CH...





Assignor No. 1 and Assignor No. 2 shall be jointly referred to as "Assignor" wherever context may require.

The Assignee and the Assignor shall hereinafter, whenever the context so requires, be collectively referred to as the "Parties" and individually as the "Party".

Whereas Assignor 1 was the sole and exclusive producer and owner of all complete and unencumbered rights, title and interest in the Film (defined below). Vide an agreement dated 20.02.2019 executed between Assignor No. 1 and Assignor No 2 ("**Assignment Agreement**"), Assignor No. 1 has, on a perpetual, exclusive and irrevocable basis and for the territory of the world, assigned 50% (fifty per cent) of all unencumbered and complete rights, title and interest, including without limitation to the derivative rights, in the Film to Assignor 2 without an restrictions, holdbacks or exclusions. Pursuant to the understanding captured hereinabove and the Assignment Agreement, the ASSIGNOR hereby represents, warrants, undertakes, agrees and accepts that they is/are the absolute, sole and exclusive owner(s) of the original, unencumbered rights in the malayalam feature film and all allied underlying works titled as "**Ayyappanum Koshiyum**" to starring Prithviraj and Biju Menon, and others.. directed by Sachy, for the territory of the world and in perpetuity (hereinafter referred as the "**Film**").

Whereas, the Assignee is, *inter alia*, engaged in the business of production of cinematograph films. Whereas the ASSIGNEE wants to acquire from the ASSIGNOR on an exclusive, perpetual and irrevocable basis, the Remake and Dubbing Rights (defined below) of the Film for the Language (as defined below) for the territory of the world, to be exercised by the Assignees on all Modes, Mediums and Formats not known or coming into existence in the future. For the purpose of this Agreement, "**Remake and Dubbing Rights**" shall mean the sole and exclusive right to (i) make a new cinematograph film based on the Film and the underlying works thereof ("**New Film**") in the Hindi language ("**Language**") and (ii) the right to dub the Film in any and all languages now known or coming into existence in the near future ("**Dubbed Film**"). The Remake and Dubbing Rights shall further include without limitation the sole and exclusive rights viz.: (i) The exclusive right to produce, co-produce the New Film in the Language based on the literary works of the said Film; (ii) The right to use the title of the Film and underlying works therein including but not limited to the literary works in the New Film with/ without adaptations, mutilations or modifications, as the case may be, at the sole discretion of the Assignee; (iii) The

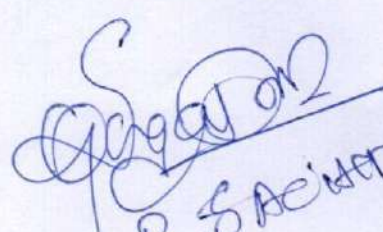
For Gold Coin Motion Picture Company



For Gold Coin Motion Picture Company

Managing Partner



  
R. R. SACHIDANANDAN



right to exploit the New Film/Dubbed Film and exploitation rights of the New Film/Dubbed Film on all available on all Modes Mediums and Formats, platforms of exploitation, present and/or future in perpetuity including but not limited to theatrical, non-theatrical, satellite, home video, DTH, on demand, mobile, digital, internet, broadband, website etc.; (iv) The right to use the characters, story lines, titles, characterizations with or without sound accompaniment and with or without the interpolation of musical numbers therein to adapt, rearrange and make any changes in, deletions from or additions to the underlying works of the said Film, to change the sequence thereof, to use a portion or portions of any underlying works, to change the characters and the description of the characters of the said Film, to use any component, underlying work of the said Film; (v) the right to dub the New Film/Film in any language currently existing or coming into existence in the future; (vi) The right of edit, clip right of the New Film/Dubbed Film, right to sub-titling, in any language for any purpose through any media; (vii) The rights to use excerpts, summaries and extracts of the New Film/Dubbed Film in any form such as books, posters, news items, trailers, etc. for purpose of exploiting, promoting the New Film/Dubbed Film in the Language; (viii) All other ancillary rights, including without limitation to derivative rights, in the New Film, Dubbed Film and all underlying works thereof; (ix) The right to recreate and/or use any theme music and/or any background music of the Film for the New Film; (x) The right to exercise and enjoy all rights comprised in copyright in the New Film and the Dubbed Film as first owner thereof, including the right to register and secure copyright, trademark and domain name registrations and renewals in the Assignee's name and expense throughout the Territory and; (xi) All other ancillary rights in the underlying works of the New Film; .. For the purpose of this Agreement, "**Modes Mediums and Format**" shall mean all modes, mediums and formats existing or coming into existence in the future including without limitation to commercial, subtitle, dub, theatrical exhibition rights in the , 35mm, 16mm, 8mm, any other dimensions, audio, video in respect of the Exclusive World Satellite Rights, Satellite System (Indian or Foreign). Satellite Broadcasting Service and Satellite Television Broadcasting Service, Public Service Broadcasting, Private Communication / Broadcast, Direct Antenna Rights. Terrestrial Television Broadcasting Service, Terrestrial Digital Service / Broadcasting, Cable Television Rights, Direct to Home Service, Internet Rights, Video Streaming through all forms, Broadband rights, Web Casting Rights,


For Gold Coin Motion Picture Company

  
Managing Partner

For Gold Coin Motion Picture Company

  
Managing Partner



  
R. R. SACHDEV



Internet Rights, Web TV rights, IP TV Rights, Terrestrial Transmission and / or Broadcasting and / or rebroadcasting whether owned by any Government organization and / or any of its futuristic formats, Laser, disc, Bluray Disc rights, Self destructive rights, VCD Rights, DVD Rights, Video on demand, movie on demand, Local delivery system, cable rights, Paytv rights, Pay per view rights, Pay per view on DTH, HD, ADS, DVBT, MMDS, DBS, Seaborne, Airborne, Railborne, Telephony, Cell phone rights; Mobile phone rights, DBM, Roadborne in – flight, ADSL, Cable wire, Wireless any forms of communication like signs, signals, writing pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay station and all its grammatical variations and cognate expressions shall be constructed accordingly or any other systems for a perpetual period without restriction of geographical area and in perpetuity .

AND WHEREAS pursuant to mutual discussions between the Parties, the ASSIGNOR has agreed to assign in favour of the ASSIGNEE, on an exclusive, perpetual and irrevocable basis, the Remake and Dubbing Rights in the Film to produce, distribute, market and exploit the New Film and the Dubbed Film without any geographical restriction in accordance with the terms of this Agreement.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1. CONDITION PRECEDENT**

- 1.1. The Parties shall execute the Agreement on or before May 10, 2020. The receipt of the executed physical and scanned copies of the same by the Assignee (or such third party nominated by the Assignee i.e. Mr. Edgar Pinto or any other party appointed by the Assignee) on the execution date of the Agreement shall be condition precedent to the Assignee rendering its obligations under this Agreement.
- 1.2. The Parties agree that within 7 (seven) days from the date of execution hereof, Assignee shall be entitled to issue public notice in the newspapers / trade magazines inviting claims and objections, if any, from third parties in relation to the grant of said Remake and Dubbing Rights by the Assignor to the Assignee.

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Shiv Anand  
True Copy



- 1.3. In the event, any claims and/or objections are received in furtherance of the public notice issued in accordance with clause 1.1 hereinabove, the Assignor shall be obliged to resolve such claims within 15 (fifteen) days from the date of receipt of claims /objections. In the event the Assignor fails to resolve/ settle any such claim/ objection within the aforesaid period of 15 (fifteen) days, then the same shall be treated as a breach of this Agreement and the Assignee shall be entitled to remedies available per law or under this Agreement, including without limitation to a refund of all amounts paid to the Assignor under this Agreement.
- 1.4. In addition to the terms mentioned hereinabove, the Assignor shall, in addition to the Delivery Materials (defined below), provide the Assignee with a valid "U" or "U/A" censor certificate issued by the Censor Board of Film Certification and all necessary documents and agreements as may be requested by the Assignee to establish the Assignor's ownership rights and chain of title with respect to the Film ("**Link Documents**"). The Assignee has the right but not the obligation (without prejudice to any other rights and remedies under this Agreement, equity or applicable law) to conduct a due diligence of the Link Documents for the Film. The Assignee not be bound to render any of its obligations under this Agreement unless the Assignee is satisfied with the authenticity and validity of the Link Documents.
- 1.5. Parties hereby agree that the Agreement shall come into effect only upon the fulfillment of the terms mentioned under this Clause 1 and further upon the completion and fulfillment of all obligations of each of the Parties under this Agreement.

## 2. GRANT OF RIGHTS

- 2.1. The Assignor, declaring itself as the true, legal and beneficial owner of the remake rights in the Film hereby irrevocably, unconditionally and exclusively grants, assigns, sells, conveys and transfers to the Assignee solely and absolutely, 100 (one hundred) % of the Remake and Dubbing Rights (Hindi), as defined above, in perpetuity throughout the world with respect to the Film and the New Film. The ASSIGNOR do here by these presents, grant, assign, convey and transfer to the ASSIGNEE, on an exclusive, perpetual and irrevocable basis, the complete, absolute and exclusive Remake and

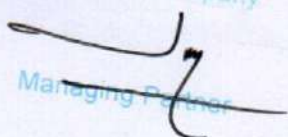
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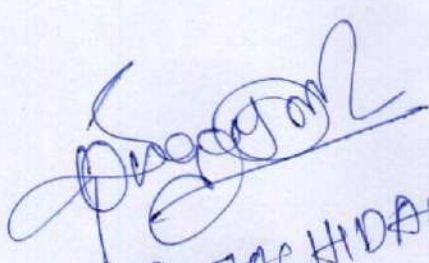
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Dubbing Rights in the Film to produce, create, distribute, market and exploit the New Film and Dubbed Film without any geographical restrictions i.e across all territories of the world and in perpetuity in all Modes, Mediums, Formats, platforms etc. and ASSIGNOR has irrevocably agreed not to entrust, assign and or transfer the Remake and Dubbing Rights in the Film to any other person or party other than the Assignee for the territory of the world and in perpetuity. The ASSIGNORS will have no rights whatsoever over the New Film or any underlying works thereof .

- 2.2. The Assignor hereby specifically waives its rights under Section 19(4), 19(A) read with 30 (A) of the Copyright Act, 1957 (amended from time to time) or any other equivalent provision thereof and acknowledges that the Remake and Dubbing Rights shall not lapse even if the same is not exercised by the Assignee within one year from the date of assignment under this Agreement.
- 2.3. The Remake and Dubbing Rights of the Film are hereby assigned and transferred by the Assignor to Assignee specifically and exclusively for the territory of the world and in perpetuity. The Assignor shall ensure that all formalities and requirements under the Copyright Act, 1957 (amended from time to time) are complied with so as to ensure that the registration of title and any other rights required by the Assignee can be validly made in favor of the Assignee. The Assignor hereby agrees to render all reasonable assistance as may be required by the Assignee to comply with such formalities and requirements.
- 2.4. It is agreed by and between the Parties that the Assignee shall be the sole author and first and exclusive owner of the New Film and all rights including but not limited to intellectual property rights in the New Film and the rights in the negatives of the New Film and shall also have unfettered right and power/authority to sub-license/assign the rights in the New Film and Dubbed Film, in full or in part, to any third party as is it deems fit throughout the territory of the world, in perpetuity and on any and all Modes, Mediums and Formats.
- 2.5. The New Film and Dubbed Film shall constitute a new and independent work under the Copyright Act, 1957(as amended time to time) and/or any equivalent provision thereof which shall be owned by the Assignee.

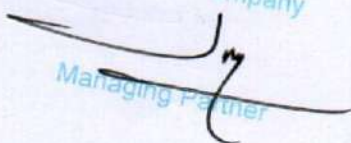
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- 2.6. The Remake and Dubbing Rights assigned and transferred to Assignee includes but is not limited to the Assignee's right of doing any of the following acts with respect to the New Film and Dubbed Film viz.:
- 2.6.1. to produce and reproduce the negatives and/or positives and/or digital copies like 2k/4k DPX and DCP copies of the New Film and Dubbed Film in any dimension and make audio and/or video recordings of the New Film and Dubbed Film, embodying any recording(s) devices including the devices wherein it can be retrieved, perceived and stored and includes devices, mediums, and formats;
- 2.6.2. to exercise the exploitation rights including but not limited to communicating the recording(s) embodied in appropriate devices i.e. by way of theatrical exhibition, wireless, radio, television, satellite, cable diffusion/ pay-per-view/listening/accesses internet/intranet whether in the form of video, audio or both, and/or any other audio-visual medium.
- 2.7. The Parties agrees that all Creative Decision Rights in relation to the New Film and the Dubbed Film shall vest solely and exclusively with the Assignee. Further, the entire publicity and advertisement costs and exploitation costs spent by the Assignee and/ or any third party(ies) in relation to the New Film and Dubbed Film and the entire production budget and/or cost of the New Film and Dubbed Film shall be at the sole discretion of the Assignee. For the purpose of this Agreement, **"Creative Decision Rights"** shall mean the right to decide on all aspects including all aspects relating to the New Film as applicable, including production budget, cast and crew, productions schedule, the stage design, lighting, sound, the technicians, portrayal of the character of the artists and nature of their performance in the New Film, concept, story, script, screenplay, dialogues, sequence of events, venue for shooting, score, music, lay-out, music and background music etc. in relation to the New Film.

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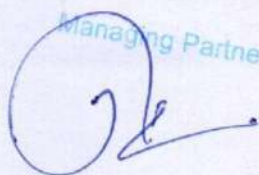




- 2.8. In addition to the rights mentioned hereinabove, the Assignee shall have the complete and unfettered rights to insert commercials during the exhibition of any of the Dubbed Film and to appoint sponsors (presenting and associate sponsors) for the Dubbed Film as it may deem fit at its sole discretion. All revenues and entitlements received from such advertisements and sponsorship opportunities shall solely be retained by the Assignee. The Assignor grants to the Assignee the right and license to copy, install, compress, un-compress, encode, case, store, encrypt, decode, decrypt, display, use, cache, store and transmit the Dubbed Film for purposes of exhibiting the Dubbed Film as per the terms of this Agreement
- 2.9. The Assignee shall have right to decide and register the title for the New Film and the Dubbed Film at its sole discretion, without any interference or objections from the Assignor in this regard.
- 2.10. The Assignee shall have the exclusive, perpetual and irrevocable right to advertise, publicize and promote the exhibition of the Dubbed Version and the New Film on any and all media and platforms including, without limitation, by way of the following:
- 2.10.1. to use images and clips of the Dubbed Film and the New Film to create promotional material and to exhibit such promotional material on any and all media and medium;
- 2.10.2. to include in any promotional or advertising materials the names or likenesses, pictures, photographs of artists appearing in the Film/New Film, any trademark (logo and/or word) used in connection with the Dubbed Film or New Film and/or name of the Assignor and any other person which has received credit in the Film.
- 2.10.3. to use any elements and parts of the Dubbed Film, the New Film and/or the underlying artistic, literary, dramatic works, audiovisual and visual recordings, images, clips, names/likeness/caricatures of all characters and/or artists/performers portraying such characters in the Film and the trademarks (logo and/or word) including the title of the Dubbed Film or the New Film (collectively, the "Elements") for the purpose of creating, designing, applying or embodying the Elements on products and their packaging thereof for the purpose of distribution for promotion and marketing of the Dubbed Film and the New Film.

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### 3. CONSIDERATION

3.1. Subject to Clause 1 of the Agreement, the receipt of all Delivery Material per the specifications of the Assignee, and the irrevocable, exclusive, and perpetual transfer by way of assignment of the Remake and Dubbing Rights of the Film, Assignee shall pay to Assignor a fixed remuneration of Rs. 1,00,00,000/- (Rupees One Crore only) plus applicable taxes ("**Consideration**") which shall be paid by the Assignee to the Assignor upon the execution of the Agreement. The said Consideration shall be paid to the Assignor as follows:-

- i. INR 50,00,000/- (Indian Rupees Fifty Lakhs only) shall be paid by the Assignee to the Assignor No. 1 on the execution of the Agreement and subject to the receipt of a valid invoice by the Assignee from Assignor No. 1 (to the account of Gold Coin Motion Picture Company, Axis Bank, West Hill Branch, Account No. 917020079385236, IFSC: UTIB0003346) and;
  - ii. INR 50,00,000/- (Indian Rupees Fifty Lakhs only) shall be paid by the Assignee to the Assignor No. 2 on the execution of the Agreement and subject to the receipt of a valid invoice by the Assignee from Assignor No. 2 ( to the account of Sachidanandan, Account No. 67047279537, IFSC: SBIN0008616, SBI Ernakulam South Branch.)
- 3.2. The payment of the Consideration mentioned above shall be exclusive of Goods and Service Tax (GST) and subject to tax deduction at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. Producer shall not be liable to pay any amounts over and above the amount of Consideration as mentioned herein, which Assignor confirms to be adequate consideration. It is further agreed between the Parties that the Consideration shall be an all-inclusive fee i.e. no separate payment towards any applicable taxes (save and except applicable GST as stated herein) will be made to the Assignor by the Assignee. All statutory and taxation liabilities in respect of the payments hereunder (save and except GST), shall be paid solely by the Assignor and the Assignee shall not be liable for the same in any event.

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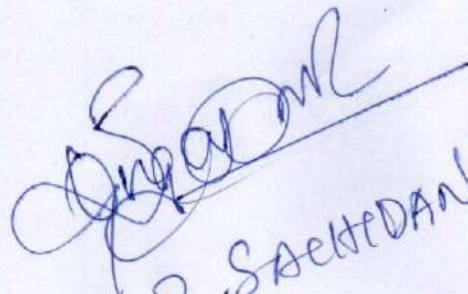


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- 3.3. The Assignee shall only make payments of the Consideration to the Assignor in the manner set out herein upon receipt of a valid and subsisting invoice from the Assignor.
- 3.4. The Assignor represents that he has a valid GST registration and warrants that it shall pay the applicable GST amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same, mentioning all appropriate and relevant information on the GSTN platform, which enables the Assignee to claim timely credit (i.e. in its GST return for the month in which the applicable invoice is raised on the Assignee, in the appropriate GST registration).
- 3.5. In the event the credit of GST is not granted or denied to the Assignee under its appropriate GST registration under applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Assignor (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government / incorrect submission of information on the GSTN platform), then the Assignor shall rectify the said non-compliances / errors to ensure that the Assignee gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Assignor as above, and the Assignee is required to pay any penalty to any government authority, or suffers other damages/losses, the Assignor shall indemnify the Assignee for all such costs, penalties, losses, damages incurred by the Assignee.

#### 4. DELIVERY OF THE FILM

- 4.1. The ASSIGNOR shall hand over the ASSIGNEE, the following materials and the same shall be returned to the ASSIGNOR after the entire work of the ASSIGNEE is over:
- Copy of the DPX file into Hard Drive
  - International Sound Track of the said film
  - International Song Tracks of the said film
  - Censor Certificate of the Picture
  - Script book of the film
  - The ASSIGNOR shall give confirmed lab letter in favour of the ASSIGNEE for the purpose of handling the source files of the said picture for dubbing or to make copies of the same etc..and to

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take any number of prints of the dubbing versions in Hindi languages to exploit without any geographical restrictions, by using the original picture source for the Forever period at the cost of the ASSIGNEE.

g) The ASSIGNOR shall give confirmation letter to Qube / UFO to play unlimited shows in the assigned territories and act as per the instruction of the ASSIGNEE in connection with the said territories.

4.2. The Assignor shall deliver the Film and all related materials mentioned in Clause 4.1 above and/or as may be required by the Assignee ("**Delivery Materials**") on the execution of the Agreement to the Assignee and/or any third party nominated by the Assignee (as mentioned in Clause 1 hereinabove) ("**Delivery Date**"). Assignor has specifically represented that it shall deposit the Delivery Material with the Assignee and/or any third party nominated by the Assignee on or before the Delivery Date in the manner required by the Assignee. In the event the Delivery Material is not delivered on or before the Delivery Date, to the Assignee and/or the relevant third party then, the Assignee may exercise its remedies against the Assignor as mentioned under law and/or as per this Agreement.

4.3. For sake of clarity, it is agreed between the Parties that in the event the Delivery Material is lost, damaged, stolen etc. while in the custody of the third party nominated by the Assignee to collect the Delivery Materials (including in transit while delivering the same to the Assignee), which makes the Delivery Materials, in part or whole, unfit for further exploitation or use by the Assignee or in the event such third party fails to deliver or the Assignee fails to receive the Delivery Materials, any claims in relation to such loss, damage, theft etc, caused to the Delivery Materials shall be settled and resolved between the Assignor and such third party without any recourse to the Assignee. It is hereby clarified that the Assignee shall in no manner be required to make any payments to the Assignor as agreed under this Agreement and the same shall not be treated as a breach of this Agreement by the Assignor, unless the Delivery Materials are replaced to the satisfaction of the Assignee.

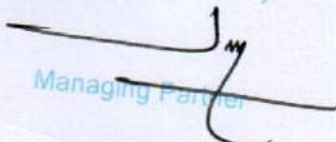
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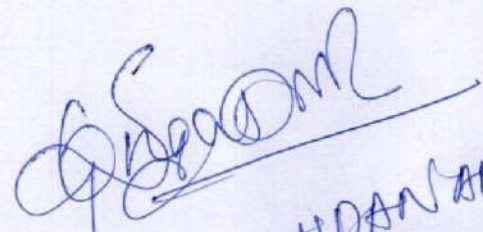
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- 4.4. Upon the receipt of the Delivery Materials, the Assignee may review the masters of the Film to determine its acceptability to the satisfaction of the Assignee as per Assignee's standards. If the Assignee determines that the masters are unacceptable, the Assignor shall dispatch to the Assignee an alternative master of the Film within 15 (fifteen) days for the Assignee's review and the same aforesaid procedure shall be followed. In the event the Assignor is unable to provide replacement of the masters to the Assignee or the replaced masters are also of technically unacceptable quality, the Assignee shall have the right, but not the obligation, to have a third party fix such technical problems at the Assignor's sole cost and expenses. In the event the technical problems in the replaced masters cannot be fixed or the Assignor refuses to bear the cost of a third party, then the same shall be treated as a breach of this Agreement by the Assignor and shall entitle the Assignee to the consequences mentioned under this Agreement.

## 5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE ASSIGNOR

Assignor jointly and severally represents, warrants, undertakes and agrees with the Assignee that:

- 5.1. Assignor is free to enter into and perform this Agreement.
- 5.2. There is no action, suit or proceeding by or before any court, arbitrator or governmental authority, bureau or agency pending or threatened against or affecting the Remake and/or Dubbing Rights granted to the Assignee hereunder;
- 5.3. No representation or warranty made by the Assignor in this Agreement, and no document furnished or to be furnished by the Assignor pursuant to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which have come to, or upon reasonable diligence, should have come to the Assignor's attention and which have not been disclosed herein, having a direct impact on this Agreement or the transactions contemplated hereunder;

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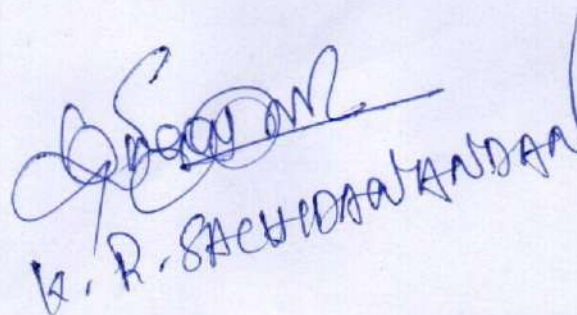
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- 5.4. The Link Documents represent the complete chain of devolution of media rights (including the Remake and Dubbing Rights Granted) and the Link Documents submitted to the Assignee are complete copies of all the original agreements. The Assignor shall not amend the Link Documents in any manner whatsoever to the detriment to the Remake and Dubbing Rights herein without taking the Assignee's prior written approval and the Assignor shall keep the Link Documents in full force and effect.
- 5.5. Assignor has complied and shall comply with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies and shall apply for, obtain and pay for all necessary or desirable permits, licenses or consents in connection with the delivery of the Delivery Materials.
- 5.6. Assignor shall not reveal or make public any financial or other confidential information in connection with the Film, the Delivery Material, and the terms of this Agreement or the business of Assignee or issue any publicity relating to the same.
- 5.7. Assignor shall meet its obligations under this Agreement and shall not act or omit to act or contract such that it is prejudicial to the rights granted to the Assignee under this Agreement or prevents it from performing its obligations in terms of the delivery in a timely manner as contemplated under this Agreement.
- 5.8. Assignor shall not and shall ensure any other person/party directly associated with the Film shall not, do or suggest or otherwise participate in the doing of any act which might be unlawful or infringe the rights of the Assignee and/or any third party, or which might prejudice or harm the reputation of the Assignee; act or omit to act or participate in any transaction which is likely to jeopardize, restrict or diminish the marketability or feasibility of the Film.
- 5.9. Assignor shall be responsible for delivery of the Delivery Material of the Film in a timely manner as set out in the Agreement.



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*K.R. SACHIDANANDAN*

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- 5.10. Assignor shall not be entitled to raise or incur any debt of any nature whatsoever, or create any lien, or mortgage on any part or whole of the Film or the Remake and Dubbing Rights of the Film.
- 5.11. Assignor is free to enter into and perform this Agreement and has not entered into any agreement made and shall not make any arrangement, which may conflict with this Agreement.
- 5.12. Assignor shall defend, and pay any judgment or settlement of, any claims or actions asserted by any third party against Assignor or the Assignee or any of their respective officers, directors, employees, agents or representatives, arising out of or in connection with personal injury, property damage or breach of contract in connection with the Film/New Film/Dubbed Film or alleging infringement of copyright, publicity rights or other intellectual property rights in the Film/New Film/Dubbed Film or any part thereof, claims or actions relating in whole or part to distribution, exploitation or exhibition of the Film/New Film/Dubbed Film. Assignor shall pay all expenses, court costs and outside attorneys' fees incurred in connection with any of the foregoing claims or actions and shall keep the Assignee indemnified in this respect.
- 5.13. Assignor agrees that the Delivery Date shall be modified by it only with the prior written consent of the Assignee.
- 5.14. The Assignor expressly agrees and acknowledges that the Assignor shall not be entitled to receive royalty in relation to / in connection with / arising out of the exploitation of the New Film or the Dubbed Film;
- 5.15. Assignor represents that it has not encumbered and/or created a lien/charge/claim of any nature whatsoever on the Remake and Dubbing Rights, which shall in any manner restrict/impair the clear and unencumbered assignment and transfer of the Remake and Dubbing Rights assigned herein in favour of the Assignee;
- 5.16. Assignor represents that the Film and underlying works in the Film including literary works, dramatic works, musical works and artistic works are original and do not infringe upon or violate the intellectual property rights including copyright and/or proprietary rights of any person, firm or corporation;

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- 5.17. The Assignor represents that the Film and underlying works in the Film including its underlying literary works, dramatic works, musical works and artistic works are not offensive or obscene and shall not violate any law or regulation relating to obscenity, blasphemy or racism
- 5.18. The Assignor represents that there is no pending litigation with respect to the Film which shall in any manner restrict/impair the clear and unencumbered assignment and transfer of the Remake and Dubbing Rights assigned in favour of the Assignee;
- 5.19. The Assignor undertakes, represents and warrants that it shall to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Assignee in its sole discretion in order to secure, protect, perfect or enforce any of the rights of the Assignee pursuant to this Agreement. In the event the Assignor fails to do so within 10 (ten) days of receipt of a request from the Assignee to do or perform an act or execute such document(s), the Assignee shall be entitled to exercise the same in place of the Assignor as the lawful appointed attorney and the Assignor undertakes to affirm, ratify and be bound by such exercise of the right by the Assignee under the provisions of this clause.
- 5.20. The Assignor hereby represents that it shall not at any given point of time, by itself or through the third party, remake the Film in the Hindi language or dub the Film in any language of the world now known or coming into existence in the future.
- 5.21. The source material of the Film and the Delivery Materials are that of the best quality available.

## 6. INDEMNITY

- 6.1. The Assignor undertakes to indemnify and keep the Assignee at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision legal costs on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any breach or non-performance by one party's undertakings, warranties or obligations under this Agreement or under any agreement with the third party related to the Film, Dubbed Film or the New Film. In addition to and without prejudice to the generality of the aforesaid, the Assignee is hereunder indemnified by

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Assignor from any losses, claims or liabilities of any third party for any infringement of any intellectual property rights with respect to the Film, Dubbed Film or New Film.

- 6.2. Assignor shall defend, and pay towards any judgment or settlement of, any claims or actions asserted by any third party against Assignor or the Assignee or any of their respective officers, directors, or employees, arising out of or in connection with personal injury, hurting of religious sentiments, defamation, libel, slander, misappropriation of any name or likeness, property damage or breach of contract in connection with the Film or Dubbed Film, the development or production of the New Film, or alleging infringement of copyright, publicity rights or other intellectual property rights in the Film, Dubbed Film, New Film, or any part thereof, claims or actions relating to exhibition of the Film, Dubbed Film and New Film. Assignor shall pay all expenses, court costs and outside attorneys' fees incurred in connection with any of the foregoing claims or actions and shall keep the Assignee indemnified of the losses suffered in this respect at all times.
- 6.3. If the Assignor does not diligently and continuously pursue any such claim as mentioned hereinabove, the Assignee may take such action on behalf of itself and/or as attorney for the Assignor, to adjust, settle, defend or otherwise dispose of such claim, in which case the Assignor shall reimburse the Assignee for any costs and penalties incurred thereof or such other indemnity in the amount thereof.
- 6.4. Neither Party shall be liable for any indirect, consequential or special damages or for any loss of profits, revenues, business or goodwill of the other Party under or in connection with this Agreement.

## 7. CONFIDENTIALITY

Each Party hereby covenants and agrees that, except as may be required by the applicable law or pursuant to subpoena or order of any judicial, legislative, executive, regulatory or administrative body or to enforce its rights under this Agreement, neither it nor any of its officers, directors, employees or agents shall, directly or indirectly, disclose to any third party the terms of this Agreement including, but not limited to, the Consideration and all other terms and conditions of this Agreement.

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## 8. IRREVOCABILITY AND NO EQUITABLE RELIEF

All Remake and Dubbing Rights granted and agreed to be granted to Assignee under this Agreement shall be irrevocably vested in Assignee in perpetuity, including without limitation, for the full term of copyright protection everywhere in the world and any and all renewals, extensions and revivals thereof. No breach by Assignee of this Agreement shall entitle the Assignor to rescind or terminate this Agreement or to equitable relief, whether injunctive or otherwise, against or with respect to the Assignee (or its successors, licensees or assigns) or any other works produced pursuant to the rights granted in this Agreement or their exploitation, it being acknowledged and agreed that Assignor's sole remedy shall be to seek money damages at law, which remedy Assignor considers to be adequate. If the Remake and Dubbing Rights granted to Assignee hereunder should revert to Assignor pursuant to the provisions of any copyright law or similar law, and if Assignor is at any time thereafter prepared to enter into an agreement with a third party for the license, exercise or other disposition of all or any of such rights, Assignor shall, before entering into such agreement, give Assignee notice of the proposed terms thereof (and all modifications of such terms) and the party involved. In each instance, Assignee shall then have ten (10) business days in which to elect to acquire the rights involved on the terms contained in the notice.

## 9. BREACH AND ASSIGNEE'S REMEDIES

Upon any breach by the Assignor of any of the material terms and conditions of this Agreement, the Assignor shall have a period of five (5) business days following delivery of such notice within which to cure such breach (if curable and not willful) and shall not be deemed a waiver of Assignee's right to recover damages resulting from Assignor's breach. The Assignee's right to recover damages shall include, but are not limited to, a full refund to the Assignee of all amounts paid by the Assignee to the Assignor towards the Consideration. The rights and privileges granted and agreed to be granted to the Assignee pursuant to this Agreement are of a special unique, unusual extraordinary and intellectual character, making them difficult to replace and giving them a peculiar value, the loss of which cannot be reasonably compensated in damages in an action at law. If the Assignor breaches any provision of this

For Gold Coin Motion Picture Company

Managing Partner

For Gold Coin Motion Picture Company

Managing Partner



Shaw Arand  
True Copy



Agreement, the Assignee will be caused irreparable damage and, therefore, the Assignee shall be entitled as a matter of right, at its election, to enforce this Agreement and all of the provisions hereof by injunction or other equitable relief.

#### 10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Kerala.

#### 11. MISCELLANEOUS

11.1. The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute/legislation. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- 11.1.1. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force.
- 11.1.2. All statutory instruments or orders made pursuant to a statutory provision.
- 11.1.3. Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 11.1.4. Words denoting singular shall include the plural and words denoting any gender shall include all genders.
- 11.1.5. References to Recitals, Articles, clauses, Annexures or Schedules unless the context otherwise requires, shall mean references to recitals, articles, clauses, annexures or schedules contained in this Agreement.
- 11.1.6. The terms "include" and "including" shall mean "include without limitation". The headings/ subheadings/ titles/ subtitles to articles, clauses, sub-clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the Annexures, and shall be ignored in construing the same.

11.2. This Agreement, together with all Agreements and documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation

For Gold Coin Motion Picture Company

Managing Partner

For Gold Coin Motion Picture Company

Managing Partner



Shruv Arand  
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to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter. No change or modification of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the both the Parties.

- 11.3. In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 11.4. This Agreement is entered into between the Parties on a principal to principal basis and nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 11.5. This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.
- 11.6. This Agreement is non-assignable by the Assignor. However, the Assignee and any subsequent assignee may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third party.
- 11.7. No waiver by any Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by any Party of any right under this Agreement shall be construed as a waiver of any other right.
- 11.8. All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement.
- 11.9. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available in applicable law, in equity or by statute, and except as otherwise expressly provided herein, each and every other remedy shall be cumulative and shall be in

For Gold Coin Motion Picture Company

Managing Partner

For Gold Coin Motion Picture Company

Managing Partner



*[Signature]*  
R. R. SACHDANANDAN



addition to every remedy given hereunder this Agreement or now or hereafter existing in applicable law, in equity or by statute. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

11.10. All applicable stamp duty on this Agreement shall be paid by the Assignor

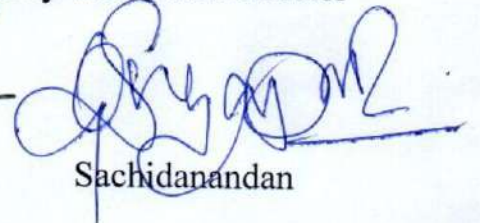
AGREED AND CONFIRMED IN WITNESS WHEREOF the parties hereto have here unto set their respective hands on this day 13th day of May 2020.

For Gold Coin Motion Picture Company

Story writer and Director

  
Managing Partner

  
Managing Partner


  
Sachidanandan

Mr. Ranjith (Partner)

Mr. P M Sasidharan (Partner)

#### ASSIGNORS


For J A ENTERTAINMENT PRIVATE LIMITED.

  
Mr. JOHN ABRAHAM  
Authorized Signatory



#### ASSIGNEES

Witness:

1.   
Edgm Pinto

2.

  
Jude Velin





കേരളം KERALA

CP 767169

AGREEMENT FOR TELUGU REMAKE AND DUBBING AND SUBTITLING  
RIGHTS OF THE FILM AYYAPPANUM KOSHIYUM

THIS DEED OF ASSIGNMENT is made and entered into at Calicut on this 18<sup>th</sup> day of March 2020 BETWEEN

GOLD COIN MOTION PICTURE COMPANY a Partnership concern represented by its Partners Ranjith and P M Sasidharan having address at 1/167 B, USHAS, CHUNGAM, WEST HILL, KOZHIKODE, KERALA – 673 005, GST NO. 32AAMFG8734H1Z8 AND Story writer and Director Kovakkattu Ramakrishnan Sachidanandan, GST No. 32BSUPS8537B1ZC, Ernakulam, KERALA, hereinafter together referred to as the “Assignors” (which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include their heirs, executors, representatives, administrations and permitted assignee) of the **FIRST PART:**

AND

SITHARA ENTERTAINMENTS, represented by its Partner Mr. NAGA VAMSI SUYADEVARA having its registered office at FLAT NO.379, RAOD NO.82, FILM NAGAR, JUBLEEHILLS, HYDERABAD-500096. GST No. 36ECNPS1231L1Z7 hereinafter referred to as the “Assignee” (which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART:**

For Gold Coin Motion Picture Company

For Gold Coin Motion Picture Company

PRANSHITH KUMAR  
Managing Partner

SASIDHARAN. P.M.  
Managing Partner  
For Sithara Entertainments

No. 7247 KERALA VALUE Rs 100/-  
Date 26.11.2019  
Name PM Sasidharan  
M.V. SIDHARTHAN

STAMP VENDOR, KATCHERI

Proprietor

Kozhikode

True Copy







കേരളം KERALA

CP 767170

Whereas the ASSIGNORS are the absolute owners of the original Copy Right of the story and producers of the Malayalam Feature Film titled as AyyappanumKozhiyum to remake and dubbing and subtitling the same into Telungu language and subtitle into all world languages without any geographical restriction of the said story of the film as titled AyyappanumKoshiyum (Malayalam) Starring Prithviraj and BijuMenon, and others.. directed by Sachy, and produced by Mr. Ranjith and P M Sasidharan, hereinafter referred as the said story of copyright, and the assigners are the absolute and competent person to enter in to this agreement..

Whereas the ASSIGNEES want to acquire from the ASSIGNORS the Copy right of the said story for Remaking and Dubbing into Telungu language and subtitling rights into all indian and world languages without any geographical restriction. And exploit the same to throughout the world in all formats and media. The format shall mean commercial, subtitle, dub, theatrical exhibition rights in its scope, 35mm, 16mm, 8mm, any other dimensions, audio, video in respect of the Exclusive World Satellite Rights, Satellite System (Indian or Foreign). Satellite Broadcasting Service and Satellite Television Broadcasting Service, Public Service Broadcasting, Private Communication / Broadcast, Direct Antenna Rights. Terrestrial Television Broadcasting Service, Terrestrial Digital Service / Broadcasting, Cable Television Rights, Direct to Home Service, Internet Rights, Video Streaming through all forms, Broadband rights, Web Casting Rights, Internet Rights, Web TV rights, IP TV Rights, Terrestrial Transmission and / or Broadcasting and / or rebroadcasting whether owned by any Government organization and / or any of its futuristics formats, Laser, disc, Bluray Disc rights, Self destructive rights, VCD Rights, DVD Rights, Video on demand, movie on demand, Local delivery system, cable rights, Paytv rights, Pay per view rights, Pay per view on DTH, HD, ADS, DVBT, MMDS, DBS, Seaborne, Airborne, Railborne, Telephony, Cell phone rights, Mobile phone rights, DBM, Roadborne in flight, ADSL, Cable wire, Wireless any forms of

No. 7248 KERALA VALUE  
 Date 26.11.2019  
 Name: P.M. Sasidharan  
 M.V. SIDHARTHAN  
 STAMP VENDOR, KATCHER

For Gold Coin Motion Picture Copyright

For Sithara Entertainments

Proprietor

Shruv Anand

True Copy





communication like signs, signals, writing pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay station and all its grammatical variations and cognate expressions shall be constructed accordingly or any other systems for a perpetual period without restriction of geographical area.

AND WHEREAS the ASSIGNORS have agreed to assign in favour of the ASSIGNEES the said copy right of the story of the above mentioned Malayalam Feature film AyyappanumKoshiyum for the purpose of remaking and dubbing in Telungu language and subtitle in all indian and world languages without any geographical restriction and to exploit the said Telungu language film throughout the world without any geographical restriction for a Forever period.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**


The ASSIGNORS do here by these present grant, assign, convey and transfer to the ASSIGNEES, the complete, absolute and exclusive copy right of the said story of the Malayalam Feature film AyyappanumKoshiyum starring Prithviraj, BijuMenon and others., directed by Sachy and produced by Mr. Ranjith and P M Sasidharan for remake and dub into Telungu language and subtitle into Indian and all world languages without any geographical restrictions and to exploit the said remade and dub version and subtitled version film for and throughout the world on all the formats mentioned above for a Forever period and ASSIGNORS have irrevocably agreed not to entrust, assign and or transfer the Telungu language rights of the said picture to any other person or party and the ASSIGNORS have irrevocably agreed and confirmed to assign and transfer of the entire Remaking and Dubbing and subtitling rights of Telungu languages rights of the said picture to the ASSIGNEES herein. The ASSIGNORS will have no rights whatsoever over the film produced and dubbed in Telungu language and subtitled in Indian and all world languages without any geographical restriction which is produced and dubbed based on the assigned rights.

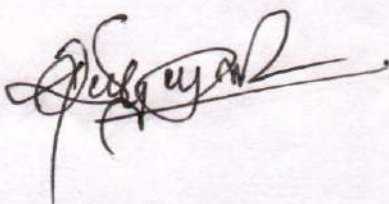
1. WHEREAS the ASSIGNEES have agreed to acquire the remaking and dubbing and subtitling rights of the film for producing and dubbing in Telungu language based on the transfer of the copy right of the story by the ASSIGNORS in favour of the ASSIGNEES and have entered into this agreement and acquired the remake and dubbing and subtitling rights for Telungu language of the said story of the said picture, AyyappanumKoshiyum starring Prithviraj, BijuMenon and Others and directed by Sachy and produced by Mr. Ranjith and Mr. P M Sasidharan.

For Gold Coin Motion Picture Company

  
Managing Partner

For Gold Coin Motion Picture Company

  
Managing Partner



For Sithara Entertainments

  
Proprietor

*Shiv Anand*  
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2. In consideration of granting the said copy right of the story of the Malayalam Feature film AyyappanumKoshiyum for Remaking and Dubbing in Telungu language and subtitling in all indian and all world languages in favour of the ASSIGNEES by the ASSIGNORS., the ASSIGNEES have agreed to pay the ASSIGNORS a sum of Rs. 55,00,000/- (Rupees Thirty Four Lakhs Only) and applicable GST in the following manner:

On signing on this agreement that is 55,00,000/- (Indian Rupees Fifty Five lakhs Only) as per the Government of India guidelines 10% TDS will be deducted and the same will be paid to the respective accounts and the TDS Certificate will be handed over to the respective parties. After deducting the TDS the balance amount will be paid through RTGS as per the UTR Numbers mentioned hereunder

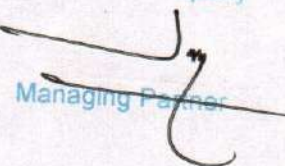
As per the instruction of the ASSIGNORS in the said Rs. 55,00,000/-, after deducting the TDS Rs. 5,50,000/- (Indian Rupees Five lakh and Fifty thousand only) balance Rs. 49,50,000/- (Indian Rupees Fouty Nine Lakhs and Fifty thousand Only) Plus GST Rs. 6,60,000/- (Indian Rupees Six lakhs and Sixty Thousand Only) total amount Rs. 56,10,000/- (Indian Rupees Fifty Six lakhs and Ten Thousand only) After deducting an advance amount of Rs.17,10,000.00 (Seventeen Lakhs and Ten Thousand only) and Rs.22,50,000.00 (Twenty Two Lakhs and Fifty Thousand only) Balance of Rs. 16,50,000.00 (Sixteen Lakhs and Fifty Thousand only) will be paid while signing this agreement to the account: Gold Coin Motion Picture Company, Axis Bank, West Hill Branch, Account No. 917020079385236, IFSC: UTIB0003346 .

3. The ASSIGNORS have assigned all copy rights of the said story of the Malayalam Feature film AyyappanumKoshiyum in favour of the ASSIGNEES to remake and dub into Telungu language and subtitle into all indian and all world languages and to exploit the same throughout the world in entire format and the ASSIGNEES shall have the full rights to deal, sell and enjoy the benefits with the copy right. The ASSIGNEES shall have all the rights to alter, delete, add, modify the story and screenplay of the said picture in any manner to suit the convenience of the ASSIGNEES.

For Gold Coin Motion Picture Company

  
Managing Partner

For Gold Coin Motion Picture Company

  
Managing Partner



For Sithara Entertainments

  
Proprietor



4. The ASSIGNORS shall hand over the ASSIGNEES, the following materials and the same shall be returned to the ASSIGNORS after the entire work of the ASSIGNEE is over:
  - a) Copy of the DPX file into Hard Drive
  - b) International Sound Track of the said film
  - c) International Song Tracks of the said film
  - d) Censor Certificate of the Picture
  - e) Script book of the film
  - f) Stills of the film
  - g) The ASSIGNORS shall give confirmed lab letter in favour of the ASSIGNEES for the purpose of handling the source files of the said picture for dubbing or to make copies of the same etc..and to take any number of prints of the dubbing versions in Telugu languages to exploit without any geographical restrictions, by using the original picture source for the Forever period at the cost of the ASSIGNEES.
  - h) The ASSIGNORS shall give confirmation letter to Qube / UFO to play unlimited shows in the assigned territories and act as per the instruction of the ASSIGNEES in connection with the said territories.
5. The ASSIGNORS hereby declare the dubbing and remaking and subtitling rights of the picture AyyappanumKoshiyum (Malayalam) granted herein to the ASSIGNEES are free from all encumbrances, attachments, lien and that they have the absolute rights, title and power to grant such rights to the ASSIGNEES.
6. The ASSIGNORS hereby assures that they have not parted with the rights that they are assigned in this agreement to the ASSIGNEES. The ASSIGNERS have agreed to indemnify or keep indemnified the ASSINGEES against any claims made by other parties in respect of the said Telugu language dubbing and remaking and subtitling rights.
7. The ASSIGNEE will acquire the effective authority to use the above mentioned rights , only on paying the agreed balance amount to the ASSIGNORS on or before 31<sup>st</sup> March 2020.
8. The ASSIGNEE shall have the right to deal with and dispose off the rights granted to them under this agreement, without any reference to the ASSIGNORS.
9. The ASSIGNORS shall issue a short assignment letter or declaration as may be required by the ASSIGNEES to establish the right and to enable the reassignment if need be and the ASSIGNORS shall issue necessary letters to the parties as required by the ASSIGNEES as and

For Gold Coin Motion Picture Company

Managing Partner

For Gold Coin Motion Picture Company

Managing Partner

For Sithara Entertainments

Proprietor

Shruv Arand  
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when required to exploit the rights more effectively. This agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and agreements if any.

10. The ASSIGNORS hereby indemnify the ASSIGNEES from and against all claims, costs and proceedings by any person, party, company or organization relating to the rights assigned. In the event of the ASSIGNEES re-assigning their rights to any other party, the ASSIGNORS hereby agrees to the ASSIGNEES to transfer these indemnities and guarantees to the new / purchaser.

11. The ASSIGNORS hereby indemnify and agree to indemnify and keep safe the ASSIGNEES from and against all and / or any claims, costs and proceedings by any person, party, original writer of the story, original director of the film, original music director of the film company or organization for short payment and / or for any infringement of any rights that are not assigned to them. The ASSIGNOR also agree to defend and hold the ASSIGNEES harmless against any form of legal proceedings including any claim for infringement of any copyright or other intellectual property rights, (that might for any reason, during the exercise of their rights assigned by them to other Parties by the various other agreement) be taken against the ASSIGNEES by any other ASSIGNOR of any such copyrights for exploitation.

12. The ASSIGNEE reserves the rights to exploit / sell / distribute / re-assign the assigned Telugu language Dubbing and remaking rights and subtitling rights to any body any manner he think fit.

13. This agreement shall be governed and construed in accordance with the laws of India. In case of any dispute between the parties hereto regarding any of the above clauses of this Agreement, the matter shall be referred to arbitration as decided by both parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

14. In the event of any dispute arising between PARTIES hereto the courts in Chennai City alone shall be deemed to have jurisdiction over such disputes.

~~Managing Partner~~

~~For Gold Coin Motion Picture Company~~

For Gold Coin Motion Picture Company

Managing Partner

For Gold Coin Motion Picture Company

Managing Partner

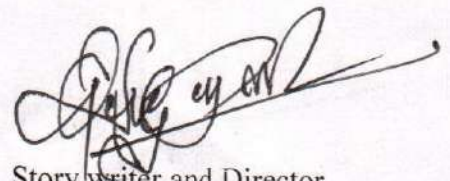
For Sithara Entertainments

Proprietor

Dhruv Arand  
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AGREED AND CONFIRMED IN WITNESS WHEREOF the parties hereto have here unto set their respective hands on this day 18<sup>th</sup> day of March 2020.

  
Story writer and Director

For Gold Coin Motion Picture Company

  
Mr. Ranjith

Partners

Partners

Mr. P M Sasidharan

  
Managing Director

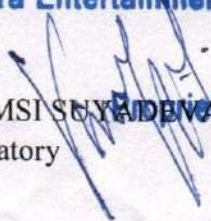
Sachidanandan

ASSIGNORS

For SITHARA ENTERTAINMENTS.

**For Sithara Entertainments**

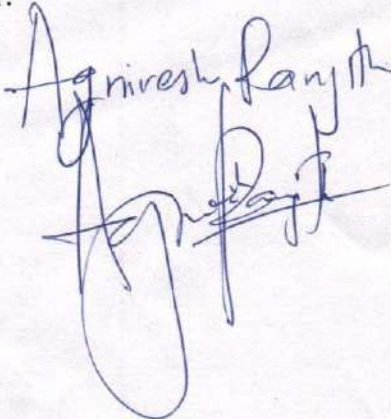
Mr. NAGA VAMSI SUDHAKAR  
Authorized Signatory



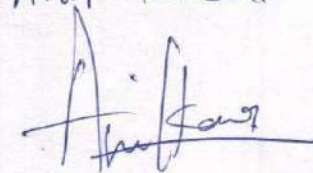
ASSIGNEES

Witness:

1.

  
Agnivesh Ranjith

2.

Anil kumar.  






తెలంగాణ తెలంగాణ TELANGANA

SI No 6247 Rs100 DATE 15-02-2020

SOLD to: Suryadevara Nagavamsi  
S/o w/o D/o S. Narayana Rao  
For Whom: M/S Sithara Entertainments

P. DASARATH

Licensed stamp vendor

Lic No: 15-21-015/2014

Ren. No: 15-21-001/2020

Flat No: 103, Plot No: 2-874,

Ganesh Towers Bandary Layout,  
Nizampet (V), Medchal-Malkajgiri Dist.,

Mobile No: -8142442489

**AGREEMENT FOR TELUGU REMAKE AND DUBBING AND SUBTITLING  
RIGHTS OF THE FILM AYYAPPANUM KOSHIYUM**

**THIS DEED OF ASSIGNMENT is made and entered into at Calicut on this 18<sup>th</sup> day of March 2020 BETWEEN**

**GOLD COIN MOTION PICTURE COMPANY** a Partnership concern represented by its Partners Ranjith and P M Sasidharan having address at 1/167 B, USHAS, CHUNGAM, WEST HILL, KOZHIKODE, KERALA – 673 005, GST NO. 32AAMFG8734H1Z8 AND Story writer and Director **Kovakkattu Ramakrishnan Sachidanandan**, GST No. 32BSUPS8537B1ZC, Ernakulam, KERALA, hereinafter together referred to as the “Assignors” (which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include their heirs, executors, representatives, administrations and permitted assignee) of the **FIRST PART:**

**AND**

**SITHARA ENTERTAINMENTS**, represented by its Partner Mr. NAGA VAMSI SUYADEVARA having its registered office at FLAT NO.379, RAOD NO.82, FILM NAGAR, JUBLEEHILLS, HYDERABAD-500096. GST No. 36ECNPS1231L1Z7 hereinafter referred to as the “Assignee” (which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART:**

**FOR SITHARA ENTERTAINMENTS**

**FOR GOLD COIN MOTION PICTURE COMPANY**

**FOR GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

**Managing Partner**

*Shruv Arand*

True Copy



Whereas the ASSIGNORS are the absolute owners of the original Copy Right of the story and producers of the Malayalam Feature Film titled as AyyappanumKozhiyum to make and dubbing and subtitling the same into Telungu language and subtitle into all world languages without any geographical restriction of the said story of the film as titled AyyappanumKoshiyum (Malayalam) Starring Prithviraj and BijuMenon, and others.. directed by Sachy, and produced by Mr. Ranjith and P M Sasidharan, hereinafter referred as the said story of copyright, and the assigners are the absolute and competent person to enter in to this agreement..

Whereasthe ASSIGNEES want to acquire from the ASSIGNORS the Copy right of the said story for Remaking and Dubbing into Telungu language and subtitling rights into all indian and world languages without any geographical restriction. And exploit the same to throughout the world in all formats and media. The format shall mean commercial, subtitle, dub, theatrical exhibition rights in its scope, 35mm, 16mm, 8mm, any other dimensions, audio, video in respect of the Exclusive World Satellite Rights, Satellite System (Indian or Foreign). Satellite Broadcasting Service and Satellite Television Broadcasting Service, Public Service Broadcasting, Private Communication / Broadcast, Direct Antenna Rights. Terrestrial Television Broadcasting Service, Terrestrial Digital Service / Broadcasting, Cable Television Rights, Direct to Home Service, Internet Rights, Video Streaming through all forms, Broadband rights, Web Casting Rights, Internet Rights, Web TV rights, IP TV Rights, Terrestrial Transmission and / or Broadcasting and / or rebroadcasting whether owned by any Government organization and / or any of its futuristics formats, Laser, disc, Bluray Disc rights, Self destructive rights, VCD Rights, DVD Rights, Video on demand, movie on demand, Local delivery system, cable rights, Paytv rights, Pay per view rights, Pay per view on DTH, HD, ADS, DVBT, MMDS, DBS, Seaborne, Airborne, Railborne, Telephony, Cell phone rights; Mobile phone rights, DBM, Roadborne in – flight, ADSL, Cable wire, Wireless any forms of communication like signs, signals, writing pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly through the medium of relay station and all its grammatical variations and cognate expressions shall be constructed accordingly or any other systems for a perpetual period without restriction of geographical area.

**For SITHARA ENTERTAINMENTS**

**Sole Proprietor**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

*Shiv Arand*  
**True Copy**



57  
AND WHEREAS the ASSIGNORS have agreed to assign in favour of the ASSIGNEES the said copy right of the story of the above mentioned Malayalam Feature film AyyappanumKoshiyum for the purpose of remaking and dubbing in Telugu language and subtitle in all indian and world languages without any geographical restriction and to exploit the said Telugu language film throughout the world without any geographical restriction for a Forever period.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The ASSIGNORS do here by these present grant, assign, convey and transfer to the ASSIGNEES, the complete, absolute and exclusive copy right of the said story of the Malayalam Feature film AyyappanumKoshiyum starring Prithviraj, BijuMenon and others., directed by Sachy and produced by Mr. Ranjith and P M Sasidharan for remake and dub into Telugu language and subtitle into Indian and all world languages without any geographical restrictions and to exploit the said remade and dub version and subtitled version film for and throughout the world on all the formats mentioned above for a Forever period and ASSIGNORS have irrevocably agreed not to entrust, assign and or transfer the Telugu language rights of the said picture to any other person or party and the ASSIGNORS have irrevocably agreed and confirmed to assign and transfer of the entire Remaking and Dubbing and subtitling rights of Telugu languages rights of the said picture to the ASSIGNEES herein. The ASSIGNORS will have no rights whatsoever over the film produced and dubbed in Telugu language and subtitled in Indian and all world languages without any geographical restriction which is produced and dubbed based on the assigned rights.

1. WHEREAS the ASSIGNEES have agreed to acquire the remaking and dubbing and subtitling rights of the film for producing and dubbing in Telugu language based on the transfer of the copy right of the story by the ASSIGNORS in favour of the ASSIGNEES and have entered into this agreement and acquired the remake and dubbing and subtitling rights for Telugu language of the said story of the said picture, AyyappanumKoshiyum starring Prithviraj, BijuMenon and Others and directed by Sachy and produced by Mr. Ranjith and Mr. P M Sasidharan.

**For SITHARA ENTAINMENTS**

**Sole Proprietor**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

*Shru Arand*

**True Copy**

2. In consideration of granting the said copy right of the story of the Malayalam Feature film AyyappanumKoshiyum for Remaking and Dubbing in Telungu language and subtitling in all indian and all world languages in favour of the ASSIGNEES by the ASSIGNORS., the ASSIGNEES have agreed to pay the ASSIGNORS a sum of Rs. 55,00,000/- (Rupees Thirty Four Lakhs Only) and applicable GST in the following manner:

On signing on this agreement that is 55,00,000/- (Indian Rupees Fifty Five lakhs Only) as per the Government of India guidelines 10% TDS will be deducted and the same will be paid to the respective accounts and the TDS Certificate will be handed over to the respective parties. After deducting the TDS the balance amount will be paid through RTGS as per the UTR Numbers mentioned hereunder

As per the instruction of the ASSIGNORS in the said Rs. 55,00,000/-, after deducting the TDS Rs. 5,50,000/- (Indian Rupees Five lakh and Fifty thousand only) balance Rs. 49,50,000/- (Indian Rupees Fouty Nine Lakhs and Fifty thousand Only) Plus GST Rs. 6,60,000/- (Indian Rupees Six lakhs and Sixty Thousand Only) total amount Rs. 56,10,000/- (Indian Rupees Fifty Six lakhs and Ten Thousand only) After deducting an advance amount of Rs.17,10,000.00 (Seventeen Lakhs and Ten Thousand only) and Rs.22,50,000.00 (Twenty Two Lakhs and Fifty Thousand only) Balance of Rs. 16,50,000.00 (Sixteen Lakhs and Fifty Thousand only) will be paid while signing this agreement to the account: Gold Coin Motion Picture Company, Axis Bank, West Hill Branch, Account No. 917020079385236, IFSC: UTIB0003346 .

3. The ASSIGNORS have assigned all copy rights of the said story of the Malayalam Feature film AyyappanumKoshiyum in favour of the ASSIGNEES to remake and dub into Telungu language and subtitle into all indian and all world languages and to exploit the same throughout the world in entire format and the ASSIGNEES shall have the full rights to deal, sell and enjoy the benefits with the copy right. The ASSIGNEES shall have all the rights to alter, delete, add, modify the story and screenplay of the said picture in any manner to suit the convenience of the ASSIGNEES. The Assignees are not entitled to dub the telugu remake film in to Malayalam Language alone during the course of this agreement which is assesse of the agreement.

For GOLD COIN MOTION PICTURE COMPANY

Managing Partner

For GOLD COIN MOTION PICTURE COMPANY

Managing Partner

For SITHARA ENTERTAINMENTS

Sole Proprietor

Shw. Anand  
True Copy



4. The ASSIGNORS shall hand over the ASSIGNEES, the following materials and the same shall be returned to the ASSIGNORS after the entire work of the ASSIGNEE is over:
- a) Copy of the DPX file into Hard Drive
  - b) International Sound Track of the said film
  - c) International Song Tracks of the said film
  - d) Censor Certificate of the Picture
  - e) Script book of the film
  - f) Stills of the film
  - g) The ASSIGNORS shall give confirmed lab letter in favour of the ASSIGNEES for the purpose of handling the source files of the said picture for dubbing or to make copies of the same etc..and to take any number of prints of the dubbing versions in Telugu languages to exploit without any geographical restrictions, by using the original picture source for the Forever period at the cost of the ASSIGNEES.
  - h) The ASSIGNORS shall give confirmation letter to Qube / UFO to play unlimited shows in the assigned territories and act as per the instruction of the ASSIGNEES in connection with the said territories.
5. The ASSIGNORS hereby declare the dubbing and remaking and subtitling rights of the picture AyyappanumKoshiyum (Malayalam) granted herein to the ASSIGNEES are free from all encumbrances, attachments, lien and that they have the absolute rights, title and power to grant such rights to the ASSIGNEES.
6. The ASSIGNORS hereby assures that they have not parted with the rights that they are assigned in this agreement to the ASSIGNEES. The ASSIGNERS have agreed to indemnify or keep indemnified the ASSINGEES against any claims made by other parties in respect of the said Telugu language dubbing and remaking and subtitling rights.
7. The ASSIGNEE will acquire the effective authority to use the above mentioned rights , only on paying the agreed balance amount to the ASSIGNORS on or before 31<sup>st</sup> March 2020.

**For SITHARA ENTERTAINMENTS**

**Sole Proprietor**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

*Shiv Anand*  
True Copy

8. The ASSIGNEE shall have the right to deal with and dispose off the rights granted to them under this agreement, without any reference to the ASSIGNORS. 60

9. The ASSIGNORS shall issue a short assignment letter or declaration as may be required by the ASSIGNEES to establish the right and to enable the reassignment if need be and the ASSIGNORS shall issue necessary letters to the parties as required by the ASSIGNEES as and when required to exploit the rights more effectively. This agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and agreements if any.

10. The ASSIGNORS hereby indemnify the ASSIGNEES from and against all claims, costs and proceedings by any person, party, company or organization relating to the rights assigned. In the event of the ASSIGNEES re-assigning their rights to any other party, the ASSIGNORS hereby agrees to the ASSIGNEES to transfer these indemnities and guarantees to the new / purchaser.

11. The ASSIGNORS hereby indemnify and agree to indemnify and keep safe the ASSIGNEES from and against all and / or any claims, costs and proceedings by any person, party, original writer of the story, original director of the film, original music director of the film company or organization for short payment and / or for any infringement of any rights that are not assigned to them. The ASSIGNOR also agree to defend and hold the ASSIGNEES harmless against any form of legal proceedings including any claim for infringement of any copyright or other intellectual property rights, (that might for any reason, during the exercise of their rights assigned by them to other Parties by the various other agreement) be taken against the ASSIGNEES by any other ASSIGNOR of any such copyrights for exploitation.

12. The ASSIGNEE reserves the rights to exploit / sell / distribute / re-assign the assigned Telugu language Dubbing and remaking rights and subtitling rights to any body any manner he think fit.

**For SITHARA ENTERTAINMENTS**

**Sole Proprietor**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

**For GOLD COIN MOTION PICTURE COMPANY**

**Managing Partner**

*Shru Arand*  
**True Copy**



61  
13. This agreement shall be governed and construed in accordance with the laws of India. In case of any dispute between the parties hereto regarding any of the above clauses of this Agreement, the matter shall be referred to arbitration as decided by both parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

14. In the event of any dispute arising between PARTIES hereto the courts in Chennai City alone shall be deemed to have jurisdiction over such disputes.

AGREED AND CONFIRMED IN WITNESS WHEREOF the parties hereto have here unto set their respective hands on this day 18<sup>th</sup> day of March 2020.

For Gold Coin Motion Picture Company

Story writer and Director

For GOLD COIN MOTION PICTURE COMPANY

For GOLD COIN MOTION PICTURE COMPANY

Managing Partner

Mr. Ranjith

Partners

Mr. P M Sasidharan

Managing Partner

Sachidanandan

ASSIGNORS

For SITHARA ENTERTAINMENTS.

Mr. NAGA VAMSI SUYADEVARA

Authorized Signatory



ASSIGNEES

Witness:

1.

2.

For GOLD COIN MOTION PICTURE COMPANY

Managing Partner

Shruv Arand  
True Copy



**NAIK NAIK & COMPANY**  
ADVOCATES

[RPAD/ COURIER/E-MAIL]

Ref: NNCO-527/2021-22

Date: 6<sup>th</sup> March 2022

To,

**1. GOLD COIN MOTION PICTURE COMPANY**

("Noticee No. 1")

1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala – 673005

**2. MR. RANJITH BALAKRISHNAN**

("Noticee No. 2")

Partner at Gold Coin Motion Picture Company  
1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala – 673005

**3. MR. P.M. SASIDHARAN**

("Noticee No. 3")

Partner at Gold Coin Motion Picture Company  
1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala – 673005

**4. KOVAKKATTU RAMAKRISHNAN**

**SACHIDANANDAN**

("Noticee No. 4")

9/535, Koovakkattu,  
Chanayil Road, Eroor South,  
Post Thripunithura, Kochi

**5. SITHARA ENTERTAINMENT**

("Noticee No. 5")

Flat No. 379, Road No. 82,  
Film Nagar, Jubilee Hills,  
Hyderabad – 500096

Page 1 of 6

Head Office : 116-B, Mittal Towers, Nariman Point, Mumbai - 400021 Tel:+91-22-40680200 +91-22-22854657/58/59 Fax: +91-22-22854660

Nariman Point Office : 135/136-B, Mittal Towers, Nariman Point, Mumbai-400021.

Andheri Office : Office No. 4, 3rd Floor, Woodrow, Veera Desai Road, Andheri (West), Mumbai-400053. Tel.: +91-22-40507100 Fax: +91-22-40507105

www.naiknaik.com

Note: All correspondence should be addressed to our Head Office.

*Shruv Arand*  
True Copy

**6. MR. NAGA VAMSI SURYADEVARA****("Noticee No. 6")**

Partner of M/s. Sithara Entertainment  
Flat No. 379, Road No. 82,  
Film Nagar, Jubleehills,  
Hyderabad – 500096

**7. GOLDMINES TELEFILMS PVT LTD.****("Noticee No. 7")**

Ganpati Bhavan, Tilak Nagar,  
Goregaon West, Mumbai,  
Maharashtra 400104

E-mail: [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com); [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com);  
[sachiram25@gmail.com](mailto:sachiram25@gmail.com); [mailgoldmines@gmail.com](mailto:mailgoldmines@gmail.com);

**Ref:** (i) Assignment Agreement dated 13<sup>th</sup> May 2020, entered into between Gold Coin Motion Picture Company and J.A. Entertainment Pvt. Ltd., for Hindi remake and dubbing rights for the film titled "Ayyappanum Koshiyum".  
(ii) Assignment Agreement dated 18<sup>th</sup> March 2020, entered into between Gold Coin Motion Picture Company and Sithara Entertainments, for Telugu remake, dubbing and subtitling rights of the film titled "Ayyappanum Koshiyum".

**Sub:** NOTICE for infringement of copyright owned and subsisting in favour of J.A. Entertainment Pvt. Ltd., in respect of the remake rights for the Malayalam language cinematograph film titled "Ayyappanum Koshiyum" in Hindi language.

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Dear Sir

We write to you under instruction and on behalf of J.A. Entertainment Pvt. Ltd., having its office at 31 Green Acre Ground Floor, Union Park Road No. 5, Khar West, Mumbai - 400052 (hereinafter referred to as "**Our Client**") with instruction to state and address you as under:

1. Our Client states that it was founded in the year 2008, and is a registered Private limited company under the relevant Indian Company laws engaged in the business of Film and Advertisement Production in the Media and Entertainment Industry. Our Client further states that since its launch in 2008, it has released two successful films and currently has a pipeline of twelve films, with the aim to create pathbreaking, content-rich movies that are commercially successful works. It is stated that on account of Our Client's vast resources, knowledge and experience as well as its partnerships with renowned directors and post-production companies, Our Client has delivered widely acclaimed films such as "Vicky Donor", "Madras Café", "Parmanu" and "Batla House" amongst others, which has



resulted in substantial goodwill and reputation in favour of Our Client as the most sought-after production company amongst the public at large, its peers and clients.

2. In or around March 2020, Our Client had approached Noticee No. 2 and Noticee No. 3, who are partners of Noticee No. 1 i.e. Gold Coin Motion Picture Company, a Partnership concern and are responsible for its operation and management and who are also the original producers of the Malayalam language film titled "Ayyappanum Koshiyum", for obtaining Hindi remake rights in respect of the said film. It is further stated that the said Malayalam language film titled "Ayyappanum Koshiyum" was originally released on 7<sup>th</sup> February 2020, and since its release has been considered to be commercial super hit film amongst audience. As a consequence of the success of the Malayalam language film, You Noticee No. 1 had offered to assign remake rights of the Malayalam language film to Our Client at a premium price.
3. Our Client believed that the Hindi remake of the Malayalam language film would be commercially lucrative for Our Client and accordingly the said offer of Noticee No. 2 and Noticee No. 3 was accepted for remaking the aforesaid film in Hindi language.
4. Accordingly, on 13<sup>th</sup> May 2020, a Deed of Assignment was entered into and executed between Noticee No. 1, acting through Noticee No. 2 and Noticee No. 3, and Noticee No. 4 and Our Client, the salient features of the said assignment are as follows:
  - (a) Noticee No. 1 and Noticee No. 4 i.e. Kovakkattu Ramakrishnan Sachidanandan, represented that they held rights in the ratio of 50:50 for the Copyright in the Malayalam language film titled "Ayyappanum Koshiyum" and underlying and derivative rights therein;
  - (b) Noticee No. 1 and Noticee No. 4 further represented that they are the true, legal and beneficial owner of the remake rights of the Malayalam film;
  - (c) By this Deed of Assignment Noticee No. 1 and Noticee No. 4 had transferred and assigned to Our Client 100% of the "Remake and Dubbing" rights in Hindi in perpetuity throughout the world on an exclusive basis;
  - (d) In lieu of the Assignment of the aforesaid rights, Our Client has remitted a consideration sum of Rs. 1,00,00,000/- (Rupees One Crore Only) to Noticee No. 1 and Noticee No. 4;
  - (e) Under the Deed of Assignment, the Noticee No. 1 and Noticee No. 4 specifically undertook to not enter into any contract that would be prejudicial to Our Client's





interests and further warranted that they were free and legally entitled to execute the Deed of Assignment in Our Client's favour.

5. Our Client states and submits that pursuant to execution of the Deed of Assignment dated 13<sup>th</sup> May 2020, Our Client is the sole and absolute owner of the Remake and Dubbing rights in Hindi language of the Malayalam film and is entitled to exploit those rights to the exclusion of everyone else.
6. Accordingly, Our Client has commenced preliminary stages of pre-production of the proposed Hindi remake of the Malayalam language film and the same is underway as on date. Needless to state, the client has expended and continues to expend huge monies towards production cost of the proposed Hindi remake.
7. Recently Our Client came to know of the trailer of the Hindi dubbed version of the Telugu film titled "Bheemla Naik", which would be releasing soon as the release date is yet to be announced. From the aforesaid trailer it appeared that it was a Hindi dubbed version of a film which is based on the original Malayalam language film titled "Ayyappanum Koshiyum" Following which inquiries were raised before Noticee No. 1 to 4, from whom Our Client discovered that the Telugu remake of the Malayalam film titled "Bheemla Naik" is produced by Noticee No. 5 & 6, for which they had obtained rights from Noticee No. 1 and Noticee No. 4. It was further informed by Noticee No. 1 to 4 that they had not granted Hindi remake or Dubbing rights for the Malayalam language film in favour of Noticee No. 5 and 6, and confirm that any exploitation of the Hindi rights for the film would result in conflict.
8. Since such a release (in Hindi language) would directly be in conflict with and an infringement of our client's rights under the Deed of Assignment dated 13<sup>th</sup> May 2020, Our Client immediately sought an explanation in this respect from Noticee No.1 and Noticee No. 4.
9. It is stated that Noticee No. 1 to 4 assured Our Client that no Hindi dubbed version of "Bheemla Naik" would be produced by Noticee No.5 as Noticee No.5 had not been assigned the Hindi remake and dubbing rights, which rights vested completely and absolutely with our clients.
10. Upon further enquiry Our Client was also supplied with a copy of a Deed of Assignment dated 18<sup>th</sup> March 2020, executed between Noticee No.1 and Noticee No. 5, under which the only rights in the Malayalam film, assigned to Noticee No. 5 were "Remake and Dubbing rights in Telugu" and "subtitling rights in all Indian languages" were perusing a



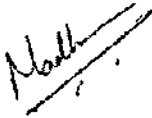
copy of the Deed of Assignment dated 18<sup>th</sup> August 2020, it became clear that no remake rights in Hindi for the Malayalam film had ever been assigned in Noticee No. 5's favour and hence a Hindi dubbed version of the Telugu film Bheemla Naik could never be produced by Noticee No. 5.

11. Our Client states that it was shocked and surprised to see that Noticee No. 5 is undertaking a blatant infringement of the copyright owned and vested in Our Client, by way of production of the Hindi dubbed version of the Telugu film, "Bheemla Naik" which is admittedly a remake of the Malayalam film. Such an act on part of the Noticee No. 5 cannot be comprehended as the Hindi remake rights of the Malayalam film rests solely with Our Client.
12. From perusal of the Deed of Assignment dated 18<sup>th</sup> March 2020, it is evident that Noticee No. 5 was granted remake rights only in Telugu language, and could only subtitle the same in all Indian language. It is submitted that Noticee No.4 was not granted remake rights in any language apart from Telugu, and the act of dubbing its Telugu film "Bheemla Naik" into Hindi remake of the Malayalam film, thereby being squarely in the teeth of Our Clients rights. Our Client is further informed from reliable source that Hindi dubbing rights in the Telugu film are unlawfully granted in favour of Noticee No. 7 by Noticee No. 5 and 6, when in fact no such vests their favour.
13. In view of the above-stated facts, it is apparent that production and release of "Bheemla Naik" in Hindi will amount to a remake of the Malayalam film in Hindi language, the rights for which exclusively vest with our client. We hereby put You (*collectively referred to Noticee No. 4 and 5*) to notice that the impending release of "Bheemla Naik" in Hindi language amounts to an infringement of copyright of Our Client and is hereby illegal and unauthorized in law. Such an act on part of the Noticee No. 5 is wholly in violation of law and is liable to be restrained by a court of law. In addition, and without prejudice to the above You are also put to notice that Our Client is entitled to claim damages from all the Noticees mentioned in the present Notice, for acts of Copyright infringement being committed by them as regards the production and release of "Bheemla Naik" in Hindi language.
14. In view thereof, we call upon Noticees to comply with the following:
  - (a) Noticee No. 5 and 6 to immediately cease and desist from committing acts of Copyrights infringement of rights exclusively owned by Our Client and therefore desist from releasing the film "Bheemla Naik" in Hindi language in theatres and/or through any other modes and medium(s) by itself and/or it's associates; and

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- (b) Noticee No. 5 and 6 to issue a written confirmation to above effect to Our Client; and
- (c) Noticee No. 1 to 4 is herein called upon being the original producer of the Malayalam language film and Assignor of rights in the said film to take appropriate steps and resolve the said matter at the earliest and ensure that Noticee No. 5 and 6 and/or any other third-party deals with any rights for Hindi language in respect of the original Malayalam film or derivate rights/ remake rights in respect of the said Malayalam film in Hindi in any manner whatsoever including by way of a dubbed version.
15. Please note that if the aforesaid requisitions are not complied with by the mentioned Noticees immediately upon of receipt of this Notice, Our Client shall be constrained to exercise its rights in accordance with law against all the Noticees to this present Notice which will be entirely at Your sole risk and consequences.
16. This notice is being issued without prejudice to any other rights which Our Client may have against You whether in law or in equity. Our client further reserves its right to initiate any other legal proceedings, civil and/ or criminal including its right to recover damages from You for the outstanding amount.

Yours truly,  
For Naik Naik and Co.



Partner

Plot No. 45, Ganpati Bhavan, M. G. Road, Goregaon (West), Mumbai - 400 062.  
CIN : U30007MH2000PTC123494 • Web : www.goldmines.co.in  
Email : mailgoldmines@gmail.com, info@goldmines.co.in • Tel.: 2874 8995 / 2874 9001

## **WITHOUT PREJUDICE**

**8<sup>th</sup> March, 2022**

**To,**  
**Naik Naik & Company**  
116-B, Mittal Towers, Nariman Point,  
Mumbai - 400021

**Subject:** Reply to your letter dated 6<sup>th</sup> March, 2022

**Sir/Mam,**

This is with respect to your letter dated 6<sup>th</sup> March, 2022 with respect to the Malayalam Film titled "Ayyappanum Koshiyum" and its Telugu Remake Film titled "Bheemla Naik".

Please be informed that as mentioned in your abovementioned notice that your client is been informed from reliable sources that the Hindi Dubbing Rights in the Telugu Film "Bheemla Naik" are granted in our favour by Noticee No.5 & 6, we would like to state that the sources of your client is not reliable, as we are no way connected to the abovementioned Film "Bheemla Naik" and we have not acquired the Hindi Dubbing Rights or any other rights with respect to the film titled "Bheemla Naik".

As per our knowledge the abovementioned rights are acquired by IVY Entertainment Pvt. Ltd. having their office at C-70, Lower Ground Floor, Panchsheel Enclave, New Delhi, South Delhi 110017.

We therefore hereby call upon you to remove our name as Noticee No.7, withdraw your notice and going forward do not mark us in any correspondence with respect to the same.

**Yours Sincerely**  
**For, Goldmines Telefilms Pvt. Ltd.**



**Authorized Signatory**

*Dhruv Arand*  
True Copy





**NAIK NAIK & COMPANY**  
ADVOCATES

[RPAD/ COURIER/E-MAIL]

Ref: NNCO-530 /2021-22

Date: 8<sup>th</sup> March 2022

To,  
**IVY ENTERTAINMENT  
PRIVATE LIMITED**

C 70, Lower Ground Floor,  
Panchsheel Enclave,  
New Delhi, South Delhi,  
110017

E-mail: [shiv.sharma@ivyentertain.com](mailto:shiv.sharma@ivyentertain.com); [santosh.garg@b4uworld.com](mailto:santosh.garg@b4uworld.com)

**Ref:** (i) Assignment Agreement dated 13<sup>th</sup> May 2020, entered into between Gold Coin Motion Picture Company and J.A. Entertainment Pvt. Ltd., for Hindi remake and dubbing rights for the film titled "Ayyappanum Koshiyum".  
(ii) Assignment Agreement dated 18<sup>th</sup> March 2020, entered into between Gold Coin Motion Picture Company and Sithara Entertainments, for Telugu remake, dubbing and subtitling rights of the film titled "Ayyappanum Koshiyum".  
(iii) Legal Notice dated 6<sup>th</sup> March 2022, issued on behalf of J.A. Entertainment Pvt. Ltd. ("**Legal Notice**")  
(iv) Reply dated 8<sup>th</sup> March 2022, issued by Goldmine Telefilms Pvt. Ltd. ("**Goldmine Reply**")

**Sub:** NOTICE for infringement of copyright owned and subsisting in favour of J.A. Entertainment Pvt. Ltd., in respect of the remake rights for the Malayalam language cinematograph film titled "Ayyappanum Koshiyum" in Hindi language.

Dear Sir

We write to you under instruction and on behalf of **J.A. Entertainment Pvt. Ltd.**, having its office at 31 Green Acre Ground Floor, Union Park Road No. 5, Khar West, Mumbai - 400052 (hereinafter referred to as "**Our Client**") with instruction to state and address you as under:

1. Our Client states that it was founded in the year 2008, and is a registered Private limited company under the relevant Indian Company laws engaged in the business of Film and Advertisement Production in the Media and Entertainment Industry. Our Client further states that since its launch in 2008, it has released two successful films and currently has a pipeline of twelve films, with the aim to create pathbreaking, content-rich movies that are

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commercially successful works. It is stated that on account of Our Client's vast resources, knowledge and experience as well as its partnerships with renowned directors and post-production companies, Our Client has delivered widely acclaimed films such as "*Vicky Donor*", "*Madras Café*", "*Parmanu*" and "*Batla House*" amongst others, which has resulted in substantial goodwill and reputation in favour of Our Client as the most sought-after production company amongst the public at large, its peers and clients.

2. It maybe noted that Our Client has acquired the exclusive Hindi remake and dubbing rights for the Malayalam language film titled "Ayyappanum Koshiyum", which was originally released on 7<sup>th</sup> February 2020, and is considered to be commercial super hit film amongst the audience. As a consequence of the success of the Malayalam language film, Our Client had acquired the Hindi remake and dubbing rights from Gold Coin Motion Picture Company for Malayalam language film at a premium price.
3. Recently Our Client came to know of the trailer of the Hindi dubbed version of the Telugu film titled "Bheemla Nayak", which would be releasing soon as the release date is yet to be announced. From the aforesaid trailer its appeared that it was a Hindi dubbed version of a film which is based on the original Malayalam language film titled "Ayyappanum Koshiyum". Following which inquiries were raised before Gold Coin Motion Picture Company, from whom Our Client discovered that the Telugu remake of the Malayalam film titled "Bheemla Naik" is produced by M/s. Sithara Entertainment. It was further informed Gold Coin Motion Picture Company that they had not granted Hindi remake or Dubbing rights for the Malayalam language film in favour of M/s. Sithara Entertainment and/or any third-party, and have accordingly confirmed that any exploitation of the Hindi rights for the film would result in conflict with Our Client's rights and a breach of terms of the Agreement dated 13<sup>th</sup> May 2020. Upon further enquiry Our Client was also supplied with a copy of a Deed of Assignment dated 18<sup>th</sup> March 2020, executed between Gold Coin Motion Picture Company and M/s. Sithara Entertainment, under which the only rights in the Malayalam language film, assigned to M/s. Sithara Entertainment were "Remake and Dubbing rights in Telugu" and "subtitling rights in all Indian languages", hence, it became clear that no remake rights in Hindi for the Malayalam film language film had ever been assigned in M/s. Sithara Entertainment favour.
4. In light of the above, Our Client without any wastage of time has issued a Legal Notice dated 6<sup>th</sup> March 2022, upon Gold Coin Motion Picture Company i.e. Producers of the Malayalam language film, Mr. Ranjith Balakrishnan, Mr. P.M. Sasidharan (*Partners of Gold Coin*), Kovakkattu Ramakrishnan Sachidanandan, M/s. Sithara Entertainment, Mr. Naga Vamsi Suryadevara (*proprietor of M/s. Sithara Entertainment*) and Goldmines Telefilms Pvt Ltd., ("**Goldmine**") calling upon them to cease and desist from exploiting and/or releasing the Hindi dubbed version of the film titled "Bheemla Nayak".





5. Our was under the assumption that rights in respect of the Hindi dubbed version of the film titled "Bheemla Nayak" was acquired by Goldmine. However, Goldmine *vide* its Reply dated 8<sup>th</sup> March 2022, has informed Our Client that they are not connected with the film titled "Bheemla Nayak" and have not acquired Hindi dubbing and/or any other rights in the said film, and in fact rights in the said film have been acquired by IVY Entertainment Pvt. Ltd., ("You/ Your").
6. Accordingly, Our Client is herein puts You to notice and are enclosing herewith Copy of Our Client's Notice dated 6<sup>th</sup> March 2022, and calls upon You to immediately cease and desist from committing acts of Copyrights infringement of rights exclusively owned by Our Client and therefore desist from releasing and/or exploiting the film "Bheemla Nayak" in Hindi language in theatres and/or through any other modes and medium(s) by itself and/or it's associates.
7. Please note, if the aforesaid demand is not complied with by You **immediately** upon of receipt of this Notice, Our Client shall be constrained to exercise its rights in accordance with law against You which will be entirely at Your sole risk and consequences.
8. This Notice is being issued without prejudice to any other rights which Our Client may have against You whether in law or in equity. Our client further reserves its right to initiate any other legal proceedings, civil and/ or criminal including its right to recover damages from You for the outstanding amount.

**Yours truly,**  
**For Naik Naik and Co.**

**Partner**

**Encl:** As stated above



**NAIK NAIK & COMPANY**  
ADVOCATES

[RPAD/ COURIER/E-MAIL]

Ref: NNCO-527/2021-22

Date: 6<sup>th</sup> March 2022

To,

**1. GOLD COIN MOTION PICTURE COMPANY**

("Noticee No. 1")

1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala - 673005

**2. MR. RANJITH BALAKRISHNAN**

("Noticee No. 2")

Partner at Gold Coin Motion Picture Company  
1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala - 673005

**3. MR. P.M. SASIDHARAN**

("Noticee No. 3")

Partner at Gold Coin Motion Picture Company  
1/167-B, Ushas, Chungam,  
West Hill, Kozhikode,  
Kerala - 673005

**4. KOVAKKATTU RAMAKRISHNAN  
SACHIDANANDAN**

("Noticee No. 4")

9/535, Koovakkattu,  
Chanayil Road, Eroor South,  
Post Thripunithura, Kochi

**5. SITHARA ENTERTAINMENT**

("Noticee No. 5")

Flat No. 379, Road No. 82,  
Film Nagar, Jublee hills,  
Hyderabad - 500096

Page 1 of 6

Head Office : 116-B, Mittal Towers, Nariman Point, Mumbai - 400021 Tel.+91-22-40680200 +91-22-22854657/58/59 Fax: +91-22-22854660

Nariman Point Office : 135/136-B, Mittal Towers, Nariman Point, Mumbai-400021.

Andheri Office : Office No. 4, 3rd Floor, Woodrow, Veera Desai Road, Andheri (West), Mumbai-400053. Tel.: +91-22-40507100 Fax: +91-22-40507105

www.naiknaik.com

Note: All correspondence should be addressed to our Head Office.

*Shiv Anand*  
True Copy





**6. MR. NAGA VAMSI SURYADEVARA**

("Noticee No. 6")

Partner of M/s. Sithara Entertainment  
Flat No. 379, Road No. 82,  
Film Nagar, Jubilee Hills,  
Hyderabad – 500096

**7. GOLDMINES TELEFILMS PVT LTD.**

("Noticee No. 7")

Ganpati Bhavan, Tilak Nagar,  
Goregaon West, Mumbai,  
Maharashtra 400104

E-mail: [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com); [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com);  
[sachiram25@gmail.com](mailto:sachiram25@gmail.com); [mailgoldmines@gmail.com](mailto:mailgoldmines@gmail.com);

- Ref:** (i) Assignment Agreement dated 13<sup>th</sup> May 2020, entered into between Gold Coin Motion Picture Company and J.A. Entertainment Pvt. Ltd., for Hindi remake and dubbing rights for the film titled "Ayyappanum Koshiyum".  
(ii) Assignment Agreement dated 18<sup>th</sup> March 2020, entered into between Gold Coin Motion Picture Company and Sithara Entertainments, for Telugu remake, dubbing and subtitling rights of the film titled "Ayyappanum Koshiyum".

**Sub:** NOTICE for infringement of copyright owned and subsisting in favour of J.A. Entertainment Pvt. Ltd., in respect of the remake rights for the Malayalam language cinematograph film titled "Ayyappanum Koshiyum" in Hindi language.

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Dear Sir

We write to you under instruction and on behalf of **J.A. Entertainment Pvt. Ltd.**, having its office at 31 Green Acre Ground Floor, Union Park Road No. 5, Khar West, Mumbai - 400052 (hereinafter referred to as "**Our Client**") with instruction to state and address you as under:

1. Our Client states that it was founded in the year 2008, and is a registered Private limited company under the relevant Indian Company laws engaged in the business of Film and Advertisement Production in the Media and Entertainment Industry. Our Client further states that since its launch in 2008, it has released two successful films and currently has a pipeline of twelve films, with the aim to create pathbreaking, content-rich movies that are commercially successful works. It is stated that on account of Our Client's vast resources, knowledge and experience as well as its partnerships with renowned directors and post-production companies, Our Client has delivered widely acclaimed films such as "Vicky Donor", "Madras Café", "Parmanu" and "Batla House" amongst others, which has

Page 2 of 6

*Shiv Anand*  
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resulted in substantial goodwill and reputation in favour of Our Client as the most sought-after production company amongst the public at large, its peers and clients.

2. In or around March 2020, Our Client had approached Noticee No. 2 and Noticee No. 3, who are partners of Noticee No. 1 i.e. Gold Coin Motion Picture Company, a Partnership concern and are responsible for its operation and management and who are also the original producers of the Malayalam language film titled "Ayyappanum Koshiyum", for obtaining Hindi remake rights in respect of the said film. It is further stated that the said Malayalam language film titled "Ayyappanum Koshiyum" was originally released on 7<sup>th</sup> February 2020, and since its release has been considered to be commercial super hit film amongst audience. As a consequence of the success of the Malayalam language film, You Noticee No. 1 had offered to assign remake rights of the Malayalam language film to Our Client at a premium price.
3. Our Client believed that the Hindi remake of the Malayalam language film would be commercially lucrative for Our Client and accordingly the said offer of Noticee No. 2 and Noticee No. 3 was accepted for remaking the aforesaid film in Hindi language.
4. Accordingly, on 13<sup>th</sup> May 2020, a Deed of Assignment was entered into and executed between Noticee No. 1, acting through Noticee No. 2 and Noticee No. 3, and Noticee No. 4 and Our Client, the salient features of the said assignment are as follows:
  - (a) Noticee No. 1 and Noticee No. 4 i.e. Kovakkattu Ramakrishnan Sachidanandan, represented that they held rights in the ratio of 50:50 for the Copyright in the Malayalam language film titled "Ayyappanum Koshiyum" and underlying and derivative rights therein;
  - (b) Noticee No. 1 and Noticee No. 4 further represented that they are the true, legal and beneficial owner of the remake rights of the Malayalam film;
  - (c) By this Deed of Assignment Noticee No. 1 and Noticee No. 4 had transferred and assigned to Our Client 100% of the "Remake and Dubbing" rights in Hindi in perpetuity throughout the world on an exclusive basis;
  - (d) In lieu of the Assignment of the aforesaid rights, Our Client has remitted a consideration sum of Rs. 1,00,00,000/- (Rupees One Crore Only) to Noticee No. 1 and Noticee No. 4;
  - (e) Under the Deed of Assignment, the Noticee No. 1 and Noticee No. 4 specifically undertook to not enter into any contract that would be prejudicial to Our Client's





interests and further warranted that they were free and legally entitled to execute the Deed of Assignment in Our Client's favour.

5. Our Client states and submits that pursuant to execution of the Deed of Assignment dated 13<sup>th</sup> May 2020, Our Client is the sole and absolute owner of the Remake and Dubbing rights in Hindi language of the Malayalam film and is entitled to exploit those rights to the exclusion of everyone else.
6. Accordingly, Our Client has commenced preliminary stages of pre-production of the proposed Hindi remake of the Malayalam language film and the same is underway as on date. Needless to state, the client has expended and continues to expend huge monies towards production cost of the proposed Hindi remake.
7. Recently Our Client came to know of the trailer of the Hindi dubbed version of the Telugu film titled "Bheemla Naik", which would be releasing soon as the release date is yet to be announced. From the aforesaid trailer it appeared that it was a Hindi dubbed version of a film which is based on the original Malayalam language film titled "Ayyappanum Koshiyum" Following which inquiries were raised before Noticee No. 1 to 4, from whom Our Client discovered that the Telugu remake of the Malayalam film titled "Bheemla Naik" is produced by Noticee No. 5 & 6, for which they had obtained rights from Noticee No. 1 and Noticee No. 4. It was further informed by Noticee No. 1 to 4 that they had not granted Hindi remake or Dubbing rights for the Malayalam language film in favour of Noticee No. 5 and 6, and confirm that any exploitation of the Hindi rights for the film would result in conflict.
8. Since such a release (in Hindi language) would directly be in conflict with and an infringement of our client's rights under the Deed of Assignment dated 13<sup>th</sup> May 2020, Our Client immediately sought an explanation in this respect from Noticee No.1 and Noticee No. 4.
9. It is stated that Noticee No. 1 to 4 assured Our Client that no Hindi dubbed version of "Bheemla Naik" would be produced by Noticee No.5 as Noticee No.5 had not been assigned the Hindi remake and dubbing rights, which rights vested completely and absolutely with our clients.
10. Upon further enquiry Our Client was also supplied with a copy of a Deed of Assignment dated 18<sup>th</sup> March 2020, executed between Noticee No.1 and Noticee No. 5, under which the only rights in the Malayalam film, assigned to Noticee No. 5 were "Remake and Dubbing rights in Telugu" and "subtitling rights in all Indian languages" were perusing a

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copy of the Deed of Assignment dated 18<sup>th</sup> August 2020, it became clear that no remake rights in Hindi for the Malayalam film had ever been assigned in Noticee No. 5's favour and hence a Hindi dubbed version of the Telugu film Bheemla Naik could never be produced by Noticee No. 5.

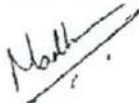
11. Our Client states that it was shocked and surprised to see that Noticee No. 5 is undertaking a blatant infringement of the copyright owned and vested in Our Client, by way of production of the Hindi dubbed version of the Telugu film, "Bheemla Naik" which is admittedly a remake of the Malayalam film. Such an act on part of the Noticee No. 5 cannot be comprehended as the Hindi remake rights of the Malayalam film rests solely with Our Client.
12. From perusal of the Deed of Assignment dated 18<sup>th</sup> March 2020, it is evident that Noticee No. 5 was granted remake rights only in Telugu language, and could only subtitle the same in all Indian language. It is submitted that Noticee No.4 was not granted remake rights in any language apart from Telugu, and the act of dubbing its Telugu film "Bheemla Naik" into Hindi remake of the Malayalam film, thereby being squarely in the teeth of Our Clients rights. Our Client is further informed from reliable source that Hindi dubbing rights in the Telugu film are unlawfully granted in favour of Noticee No. 7 by Noticee No. 5 and 6, when in fact no such vests their favour.
13. In view of the above-stated facts, it is apparent that production and release of "Bheemla Naik" in Hindi will amount to a remake of the Malayalam film in Hindi language, the rights for which exclusively vest with our client. We hereby put You (*collectively referred to Noticee No. 4 and 5*) to notice that the impending release of "Bheemla Naik" in Hindi language amounts to an infringement of copyright of Our Client and is hereby illegal and unauthorized in law. Such an act on part of the Noticee No. 5 is wholly in violation of law and is liable to be restrained by a court of law. In addition, and without prejudice to the above You are also put to notice that Our Client is entitled to claim damages from all the Noticees mentioned in the present Notice, for acts of Copyright infringement being committed by them as regards the production and release of "Bheemla Naik" in Hindi language.
14. In view thereof, we call upon Noticees to comply with the following:
  - (a) Noticee No. 5 and 6 to immediately cease and desist from committing acts of Copyrights infringement of rights exclusively owned by Our Client and therefore desist from releasing the film "Bheemla Naik" in Hindi language in theatres and/or through any other modes and medium(s) by itself and/or it's associates; and



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- (b) Noticee No. 5 and 6 to issue a written confirmation to above effect to Our Client; and
- (c) Noticee No. 1 to 4 is herein called upon being the original producer of the Malayalam language film and Assignor of rights in the said film to take appropriate steps and resolve the said matter at the earliest and ensure that Noticee No. 5 and 6 and/or any other third-party deals with any rights for Hindi language in respect of the original Malayalam film or derivate rights/ remake rights in respect of the said Malayalam film in Hindi in any manner whatsoever including by way of a dubbed version.
15. Please note that if the aforesaid requisitions are not complied with by the mentioned Noticees **immediately** upon of receipt of this Notice, Our Client shall be constrained to exercise its rights in accordance with law against all the Noticees to this present Notice which will be entirely at Your sole risk and consequences.
16. This notice is being issued without prejudice to any other rights which Our Client may have against You whether in law or in equity. Our client further reserves its right to initiate any other legal proceedings, civil and/ or criminal including its right to recover damages from You for the outstanding amount.

**Yours truly,  
For Naik Naik and Co.**



**Partner**



8, Sindhu Baug, A,  
Tilak Road,  
Ghatkopar (E),  
Mumbai - 400 077.  
Ph 022 35598661  
Fax: 022 21020341  
contact@praxislegal.in

PL/MUM/2021-22/277

09<sup>th</sup> March 2022

To,

1. **SITHARA ENTERTAINMENT**, Flat No. 379, Road No. 82, Film Nagar, Jubilee Hills, Hyderabad – 500096.
2. **MR. NAGA VAMSI SUYADEVARA**, Partner of M/s. Sithara Entertainment, Flat No. 379, Road No. 82, Film Nagar, Jubilee Hills, Hyderabad – 500096
3. **IVY ENTERTAINMENT PVT. LTD.**, C-70, Lower Ground Floor, Panchsheel Enclave, New Delhi, South Delhi – 110017.

**E-mail:** [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com), [santosh.garg@b4uworld.com](mailto:santosh.garg@b4uworld.com)  
(cc. Ors)

Sub:

Telugu Remake & Dubbing Rights and Subtitling Rights of the Malayalam Film, **"Ayyappanum Koshiyum"**.

Ref::

1. Deed of Assignment dated 18<sup>th</sup> March 2020.
2. Legal Notice dated 06<sup>th</sup> March 2020 for infringement of Copyright addressed by M/s Naik Naik & Company, Advocates on behalf of J A Entertainment Pvt. Ltd. (**"JAEPL"**)

Dear Sir,

We are concerned for our Clients, **M/s Gold Coin Motion Picture Company and the legal heirs/representatives of Late Mr. K.R. Sachidanandan ("our Clients")**, on whose behalf we have been instructed to state as under:

1. Our Clients are the absolute owners of the original rights, including Copyright, pertaining to the Malayalam Feature Film, **"Ayyappanum Koshiyum"**. In or around March 2020, M/s Sithara Entertainments, through Mr. Naga Vamsi Suyadevara (Partner), had approached our Clients with an offer to acquire the limited right to remake and dub the film into Telugu Language along with subtitling rights.
2. Pursuant to the discussions held between our Clients and Sithara Entertainments, a Deed of Assignment dated 18.03.2020 was executed whereby our Clients had assigned and transferred limited rights, *inter alia*, to remake and dub the film in Telugu language along with subtitling rights as specified therein.
3. Subsequently, JAEPL had approached our Clients to acquire the Remake and Dubbing rights of the film for Hindi language on an exclusive, perpetual and



irrevocable basis. Such rights were assigned and transferred by our Clients to JAEPL for valuable consideration in accordance with a Deed of Assignment dated 13.05.2020 on such terms and conditions as recorded therein.

4. Pursuant to the Deed of Assignment dated 18.03.2020, Sithara Entertainment produced and released "**Bheemla Nayak**", a Telugu remake of the film "**Ayyappanum Koshiyum**", on or about 25.02.2022.
5. However, our Clients are now in receipt of a legal notice dated 06.03.2020 ("**Legal Notice**") addressed by M/s Naik Naik & Company, Advocates on behalf of J A Entertainment Pvt. Ltd. alleging that you have unlawfully and illegally granted Hindi dubbing rights in the Telugu Film (Bheemla Nayak) to Goldmines Telefilms Pvt. Ltd. ("**GTPL**"). The Legal Notice, which has also been issued to Sithara Entertainment and GTPL, further insinuates that the Hindi dubbed version is proposed to be released shortly. In response thereto, GTPL has addressed a letter dated 08.03.2022 absolving themselves of any involvement in the matter while indicating that the Hindi dubbing rights have been acquired by Ivy Entertainment Pvt. Ltd. ("**IEPL**").
6. JAEPL has threatened to initiate legal proceedings against all the Noticees (including our Clients) in the event of a failure to comply with the requisitions contained in the Legal Notice.
7. We are shocked to receive the Legal Notice. The terms of the Deed of Assignment executed between our Clients and Sithara Entertainment do not confer any rights on Sithara Entertainment to dub the Telugu Film into Hindi or any other language. Consequently, no rights subsist in favor of Sithara Entertainment to grant Hindi dubbing rights of the Film, Bheemla Nayak, to any other person/entity, including but not limited to IEPL. As stated earlier, only limited rights to remake and dub the Malayalam Film in Telugu language have been assigned to Sithara Entertainment by virtue of the Deed of Assignment dated 18.03.2020. Our Clients have independently searched and have come across the trailer of the Hindi dubbed version of Bheemla Nayak referred to in the Legal Notice.
8. Production and/or release of the Hindi dubbed version of the Telugu Film, Bheemla Nayak, would constitute an infringement of the rights, title and interest vested in our Clients besides being in gross violation of the Deed of Assignment dated 18.03.2020. Considering that our Clients have assigned various rights to JAEPL vide Deed of Assignment dated 13.05.2020, including the right to remake the Malayalam Film in Hindi language, production and/or release of the Hindi dubbed version of the Telugu Film by Sithara Entertainment by itself or through any other



person/entity may also result in infringement of the rights assigned by our Clients to JAEPL.

9. IEPL is also hereby specifically notified that Sithara Entertainment neither has nor is entitled to grant any rights to release or facilitate the release of the Hindi dubbed version of Bheemla Nayak or any part thereof in any manner. Any arrangement between Sithara Entertainment and IEPL to the contrary would constitute an infringement and breach of the Deed of Assignment dated 18.03.2020.
10. In light of the above, our Clients have instructed us to call upon you, which we hereby do, to cease and desist from committing any acts which are in violation of the Deed of Assignment dated 18.03.2020. Our Clients also call upon you, by yourself/ves or through any other person(s)/entity, to cease and desist from releasing the film "Bheemla Nayak" in Hindi language (or any other language for that matter) in theaters and/or through any other modes and medium (including any digital platform).
11. It is essential that the integrity of the rights granted under the aforesaid Deeds of Assignment are protected and respected by all concerned. Any failure on your part to comply with the requisitions contained herein may compel our Clients to initiate such action as available under the Deed of Assignment dated 18.03.2020 and/or under law. Our Clients reserve their rights in this regard. You are also put to notice that our Clients intend to safeguard their rights and the rights which may subsist in favor of JAEPL by virtue of the Deed of Assignment dated 13.05.2020.

For **PRAXIS LEGAL,**



**(ADVOCATE)**

Copy forwarded to:

1. Naik Naik & Company, 116B, Mittal Towers, Nariman Point, Mumbai - 400 021 - Attn: Madhu Chaudhary - for information (by email: [madhuchaudhary@nnico.com](mailto:madhuchaudhary@nnico.com) & courier)
2. Raghunath & Associates - [Raghunath-associates@hotmail.com](mailto:Raghunath-associates@hotmail.com)
3. Gold Coin Motion Picture Company - as per your instructions - by email ([goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com))
4. Mrs. Siji Sachidanandan - as per your instructions - by email ([sijisen@gmail.com](mailto:sijisen@gmail.com))

## PUBLIC NOTICE

Notice is hereby given to the Public at large in General and Film Trade in particular that We, Gold Coin Motion Picture Company along with Late. K.R. Sachidanandan (Sachy) through his legal heirs/representatives, are the owners of all rights including but not limited to negative rights, satellite rights and digital rights for the Malayalam language film titled "Ayyappanum Koshiyum" ("Malayalam Film"). It is important for the general public to note that we had entered into two agreements, being Deed of Assignment dated 18<sup>th</sup> March 2020 and Deed of Assignment dated 27<sup>th</sup> August 2021 with Sithara Entertainments, Hyderabad (represented by its Partner, Mr. Naga Vamsi Suyadevara) vide which limited rights, inter alia, to remake and dub the Malayalam Film in Telugu and Kannada languages along with subtitling rights were assigned to Sithara Entertainments. Pursuant thereto, Sithara Entertainments has produced and released "Bheemla Nayak" ("Telugu Film"), being the Telugu remake of the Malayalam Film. Vide another Deed of Assignment dated 13.05.2020, we have also assigned, inter alia, the right to Remake the Malayalam Film in Hindi Language in favour of J.A. Entertainment Pvt. Ltd., Mumbai. We have recently been notified that Sithara Entertainments intends to release the Hindi Dubbed version of the Telugu Film either by themselves or through third parties, which is not in accordance with the terms of the Assignment Deed executed between us and Sithara Entertainments. We have not assigned any rights nor have we authorized Sithara Entertainments to produce/release a Hindi dubbed version of the Telugu Film either by themselves or through third parties. Besides being in breach of the Deed of Assignment dated 18<sup>th</sup> March 2020, any such action may also constitute an infringement of the rights granted to JA Entertainment Pvt. Ltd by Gold Coin Motion Picture Company and Mr. K.R. Sachidanandan

**IT IS HEREBY NOTIFIED:**  
The Public at large and the Indian film Industry in particular, including all film producers, distributors, financiers, theatres, digital platforms and other distributor channels are hereby put to notice that, subject to any rights granted by us to JA Entertainment Pvt. Ltd., Bombay, M/s. Sithara Entertainments, Hyderabad and any other person/entity pursuant to Agreements/Deeds of Assignment validly executed between us and such persons/entities, we have vested right, title and interest in the Malayalam Film ("Ayyappanum Koshiyum") and its underlying works including derivative works. Accordingly, the public at large are advised and cautioned against entering into any transaction and/or dealing with Sithara Entertainments, its affiliates and/or any third party / entity claiming to be the licensee / assignee repository of any of the said negative rights, theatrical rights, specific rights including satellite rights and non-digital/ Digital rights in respect of the Hindi dubbed version of the Film "Bheemla Nayak" or any remake thereof.

Any understanding / contractual engagement entered into by Sithara Entertainments with any person/party/entity without our express prior written consent or permission and which is not authorized by the Deeds of Assignment executed between us and Sithara Entertainments shall be construed to be illegal, unauthorized and void. Further, the same would constitute an infringement of our rights and/or may constitute an infringement of the rights of other entities to whom we have assigned specific rights in connection with the Malayalam Film and/or its underlying and derivative works. We reserve our rights to initiate appropriate legal action against Sithara Entertainments and such third-parties (if any), if deemed necessary. If any person or entity infringes or continues to infringe upon our rights, including the copyright owned by us in respect of the said work, then in such an event we shall be constrained to initiate legal proceedings (Civil and Criminal) and seek remedy by way of injunction, damages, accounts and other reliefs against such persons or entities infringing or threatening to infringe or abetting infringement of our rights.

Place: Calicut  
Date: 09<sup>th</sup> day of March 2022

Issued By:

1. Gold Coin Motion Picture Company  
2. Late. K. R. Sachidanandan (Sachy)  
through his legal heirs/representatives  
Email: goldcoincalicut56@gmail.com

D G JHANGIANI  
R N NARULA  
H S ANAND  
A N NARULA  
V SEHGAL  
R THAWANI  
A DASGUPTA  
S H DOSHIE

*Advocates, High Court, Bombay*  
*Advocates, Supreme Court of India*

BLOCK NO. 20, 5<sup>TH</sup> FLOOR, "RAJ MAHAL", 84, VEER NARIMAN ROAD,  
CHURCHGATE, MUMBAI - 400 020.  
EMAIL : mail@jnalaw.in  
WEBSITE : www.jnalaw.in

TELEPHONE  
(91) (22) 6635 6901  
(91) (22) 6635 6902  
(91) (22) 6635 6903  
(91) (22) 2288 3504  
(91) (22) 2281 3290  
(91) (22) 2281 3293  
(91) (22) 2281 1795

Ref. No.: AD/104/2022

10<sup>th</sup> March 2022

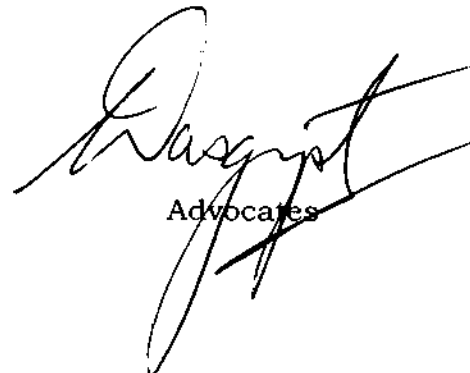
To,  
✓ Naik Naik & Company,  
Advocates,  
116-B, Mittal Towers,  
Nariman Point,  
Mumbai - 400 021.

Dear Sir,

We are concerned for our clients, M/s. Sithara Entertainment and Mr. Naga Vamsi Suryadevara.

- 1) Our clients are in receipt of your Notice dated 6<sup>th</sup> March 2022 issued on behalf of J. A. Entertainment Pvt. Ltd.
- 2) Take note that we are in the process of obtaining instructions from our clients to adequately respond to your Notice. Upon receiving such instructions, we shall, in due course, send you a detailed reply to your Notice.
- 3) Needless to state that our clients do not admit any of the contents of your Notice dated 6<sup>th</sup> March 2022.

Yours faithfully,  
For M/s. Jhangiani, Narula & Associates,

  
Advocates

C.c.: To,  
Praxis Legal,  
8, Sindhu Baug, A,  
Tilak Road, Ghatkopar (E),  
Mumbai - 400 077.

*Shiv Anand*  
True Copy



**Naik Naik & Co-Advocates**

Received on.....11-3-22.....

Time :.....12:20 P.m.....

Inward No.:.....849.....

D G JHANGIANI  
R N NARULA  
H S ANAND  
A N NARULA  
V SEHGAL  
R THAWANI  
A DASGUPTA  
S H DOSHI

*Advocates, High Court, Bombay*  
*Advocates, Supreme Court of India*

BLOCK NO. 20, 5<sup>TH</sup> FLOOR, "RAJ MAHAL", 84, VEER NARIMAN ROAD,  
CHURCHGATE, MUMBAI - 400 020.  
EMAIL : mail@jnalaw.in  
WEBSITE : www.jnalaw.in

TELEPHONE  
(91) (22) 6635 6901  
(91) (22) 6635 6902  
(91) (22) 6635 6903  
(91) (22) 2288 3504  
(91) (22) 2281 3290  
(91) (22) 2281 3293  
(91) (22) 2281 1795

Ref. No.: AD/115 /2022

14<sup>th</sup> March 2022

To,  
Naik Naik & Company,  
116-B Mittal Towers,  
Nariman Point,  
Mumbai - 400 021.

Dear Sirs,

Our clients Sithara Entertainment and Mr. Naga Vamsi Suryadevara, have placed in our hands your Notice dated 6<sup>th</sup> March 2022, addressed by you to them on behalf of your client J.A. Entertainment Pvt. Ltd., and have instructed us to reply as under : -

1. At the outset, our clients deny the contents of your Notice in so far as they relate to allegations of our clients infringing your client's purported rights under Deed of Assignment dated 13<sup>th</sup> May 2020, with regard to the remake rights in Hindi of the Malayalam language film "**Ayyappam Koshiyum**" (hereinafter referred to as the "**said film**").
2. Our clients state that it seems that your client has not given you complete and correct instructions, furthermore your client's interpretation of the Deed of Assignment dated 18<sup>th</sup> March 2020

SUBURBAN OFFICE : 204, SANKALP III, FILM CITY ROAD, NEAR GOKULDHAM POLICE CHOWKY,  
DINDOSHI, GOREGAON (E), MUMBAI - 400 063. • TEL: (91) (22) 4016 9885  
ASSOCIATE OFFICE - DELHI : JNA LAW, C-203, DEFENCE COLONY, (BASEMENT), NEW DELHI - 110 024  
TEL: 4659 4200

**CORRESPONDENCE AT CHURCHGATE OFFICE ONLY**

*Shiv Anand*  
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executed between our clients and Gold Coin Motion Picture Company with regard to the remake and dubbing rights of the said film in Telugu is legally incorrect and unsustainable and is denied by our clients.

3. Our clients state that our clients vide a Deed of Assignment dated 18<sup>th</sup> March 2020 executed between our clients and Gold Coin Motion Picture Company, acquired from Gold Coin Motion Picture Company the Copyrights of the story for remaking and dubbing the said film into Telugu and subtitling rights into all Indian and world languages without any geographical restrictions in perpetuity (hereinafter referred to as the “**said rights**”) which mean and include dubbing the remade movie into any language without any restrictions whatsoever.
4. Our clients have paid the entire consideration envisaged under the said Deed of Assignment dated 18<sup>th</sup> March 2020, to Gold Coin Motion Picture Company, for acquisition of the said rights in the said film.
5. Our clients state that subsequent to our clients’ acquisition of the said rights in the said film our clients in consonance with their rights remade the said film in Telugu and titled the same as



**“Bheemla Naik”** (hereinafter referred to as the **“said remade film”**) with a completely different star cast from the said film. Our clients have been issued a Censor Certificate for the said remade film by the Central Board of Film Certification in our clients’ name, as our clients are the Producer of the said remade film. Our clients state that by virtue of being Producers of the said remade film our clients became entitled to all the Copyrights in the said remade film with no exceptions whatsoever.

6. Our clients state that it is significant to note that the said Deed of Assignment dated 18<sup>th</sup> March 2020 categorically and expressly sets out that the ***“Assignors i.e. Gold Coin Motion Picture Company will have no rights whatsoever over the film produced and dubbed in Telugu language and subtitled in Indian and all world languages without any geographical restriction which is produced and dubbed based on the assigned rights”***.
7. Our clients state that by virtue of the above referred express statement in the said Deed of Assignment dated 18<sup>th</sup> March 2020, all Copyrights with no exceptions that emanate from the said remade film vest solely and exclusively with our clients alone, including but not limited to the rights to dub through themselves

or through their Assignees/Licensees the said remade in all languages known and spoken around the world.

8. Our clients state that our clients dubbing the said remade film or assigning the dubbing rights in any language in the said remade film, cannot in any manner whatsoever be or stated to be an infringement of any persons rights much less your client's, who claim to have acquired the Hindi remake rights of the said film and, therefore, your client's contention that our clients releasing the Hindi dubbed version of the said remade film would be in conflict with and an infringement of the rights acquired by your client i.e. the Hindi remake rights of the said film, is palpably false and legally untenable, as our clients are the sole and exclusive holder of all Copyrights without exception in the said remade film which include the dubbing rights and the right to release and exploit the dubbed version of the said film in any language spoken throughout the world.
9. Our clients state that without prejudice to what is stated hereinabove we shall now deal with the contentions of your Notice under reply paragraph wise.

10. With reference to paragraphs 1 to 6 of your Notice under reply, our clients do not admit the contents thereof as our clients are not privy to the details mentioned therein, neither have your client supplied our clients with a copy of the purported Deed of Assignment dated 13<sup>th</sup> May 2020, referred to therein.
11. With reference to paragraphs 7 and 8 of your Notice under reply, our clients state that our clients are well within their rights being owners of the entire Copyrights of the said remade film to release the trailer as well as the Hindi dubbed version of the said film. The release of the trailer and consequently the Hindi dubbed version of the said film cannot in any manner whatsoever be stated to be conflict with and an infringement of the rights claimed to have been acquired by your client i.e. the Hindi remake rights of the said film and the said assertion is false and contrary to law. Our clients state that our clients have not dubbed the said film but have dubbed the said remade film, which our clients have the right to do by virtue of Deed of Assignment dated 18<sup>th</sup> March 2020. Our clients are not claiming remake rights of the said film in Hindi, neither are they claiming to have acquired or to be exploiting the Hindi dubbing rights in the said



film, your client's assertions and apprehensions are, therefore, unwarranted and unjustified.

12. With reference to paragraph 9 of your Notice under reply, our clients state that the assurances made to your client by Gold Coin Motion Picture Company are irrelevant and inconsequential as the said alleged representations set out by your client in the paragraph under reference more particularly that no Hindi dubbed version of the remade film would be produced by our clients is contrary to the Deed of Assignment dated 18<sup>th</sup> March 2020, executed by our clients with Gold Coin Motion Picture Company. Our clients once again repeat and reiterate that the Hindi dubbed version of the said remade film has no correlation to or connection with the Hindi remake rights of the said film as the Hindi dubbing rights of the remade film are different and distinct from the Hindi remake rights of the said film and the release of the Hindi dubbed version of the said remade film cannot in any manner whatsoever infringe or be in conflict with the Hindi remake rights of the said film. Our clients further state that our clients are not claiming to have acquired or to be exploiting any rights emanating out of the Hindi remake rights of the said film of which your client is called upon to take note of.

13. With reference to paragraph 10 of your Notice under reply, our clients state that your client's perusal of the Deed of Assignment is perusal of the Deed of Assignment dated 18<sup>th</sup> March 2020 (wrongly set out as 18<sup>th</sup> August 2020) is evidently and apparently incomplete or your client is deliberately attempting to interpret the said document and its clauses to suit its own false beliefs in order to justify sending the Notice under reply to make false claims over rights which do not vest with your client, which our clients state is false, incorrect and untenable in law. Our clients once again repeat and reiterate that our clients do not claim any remake rights in Hindi for the said film, however the fact that our clients do not claim such rights does not mean that the Hindi dubbed version of the said remade film cannot be claimed as rights belonging to our clients. Our clients repeat and reiterate what is stated hereinabove in this regard.
14. With reference to paragraph 11 of your Notice under reply, our clients state that your client has no rights in the said remade film whatsoever and therefore, cannot claim that the Hindi dubbed version of the said remade film is in an infringement of rights owned and vested with your client in the Hindi remake rights of the said film. Our clients further state that it seems that your

client's understanding of Copyright law is completely flawed and incorrect, as all rights including the Hindi dubbing rights in the said remade film vest and belong to our clients solely and exclusively as is evident and apparent from the Deed of Assignment dated 18<sup>th</sup> March 2020. Our clients are, therefore, well and sufficiently entitled to release, exploit and/or assign the Hindi dubbing rights in the said remade film.

15. With reference to paragraphs 12 and 13 of your Notice under reply, our clients state that it is apparent and obvious from the allegations contained in the paragraph under reference that either your client has not perused the entire Deed of Assignment dated 18<sup>th</sup> March 2020 or that your client seems to be deliberately and falsely making assertions contrary to the said Deed of Assignment. Our clients state that it is clear from the contents of the Deed of Assignment that the rights granted to our clients i.e. the Telugu remake rights of the said film, mean and include the right to dub the said remade film. Furthermore our clients state that the said Deed sets out that the Assignee namely Gold Coin Motion Picture Company will have no rights **whatsoever** over the said remade film. Our clients state that since the Hindi dubbing rights of the said remade film form part of the

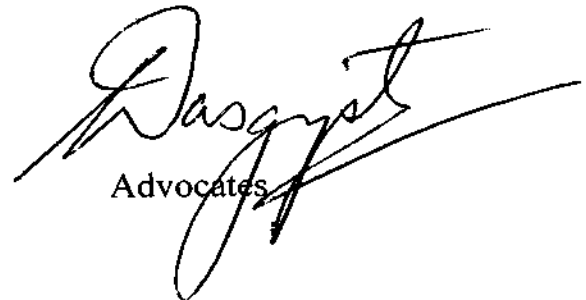


Copyrights of the said remade film therefore, the act of dubbing the said remade film into Hindi or any other language for that matter is within our clients' rights and does not in any manner violate or infringe upon the rights claimed by your client in the said film as the dubbed version emanates from the said remade film and not the said film. Our clients, therefore, deny that the production and release of the Hindi dubbed version of the said remade film will amount to a remake of the said film in Malayalam as alleged or at all. Our clients further deny that the same would amount to an infringement of the Copyright of your client in any manner whatsoever or is in violation of the law, our clients repeat and reiterate what is stated hereinabove in this regard. Our clients deny that any rights of the Hindi dubbed version of the said remade film have been granted by our clients to Goldmines Telefilms Pvt. Ltd., in any event since the rights in the Hindi dubbed version of the said remade film vest solely and exclusively with our clients, our clients are entitled to assign/license the same should they so desire. Our clients state that should your client embark on misconceived or an ill-advised proceedings for injunction or damages as threatened, the same shall be defended by our clients at your client's risks as to the costs and consequences of which take note.

M/s. Narula & Co-Advocates  
 Dated on: 14.3.22  
 Time: 5.00 PM  
 Envelope No.: 851

16. With reference to paragraphs 14 (a) and (b) of your Notice under reply, our clients state that in view of what is stated above there is no question of our clients complying with your client's requisitions contained therein.
17. In the circumstances aforesaid our clients call upon your client to forthwith withdraw the Notice under reply and cease and desist from making unlawful and untenable claims upon rights which belong to our clients.

Yours faithfully,  
 For M/s. Jhangiani, Narula & Associates,



Advocates

C.c.: To,  
 Praxis Legal,  
 8, Sindhu Baug, A,  
 Tilak Road, Ghatkopar (E),  
 Mumbai – 400 077.

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DMM/SM/

67

March 24, 2022

To,  
**Naik Naik & Company**  
116-B, Mittal Towers,  
Nariman Point,  
Mumbai - 400021

Dear Sir,

**Re: Your Notice dated March 8, 2022 bearing Ref No. NNCO – 530/2021-22 (“Notice under Reply”) for alleged infringement of copyright of JA Entertainment Private Limited.**

We are concerned for our Client, IVY Entertainment Private Limited, who have placed in our hands the captioned Notice under Reply, with instructions to respond as under:

1. At the outset, our Client denies all the averments, allegations and contentions stated in the Notice under Reply which are contrary to and/or inconsistent with what is stated in the Film Assignment Agreement dated April 16, 2021 entered into between Sithara Entertainments (“Sithara”) and our client, on the grounds that the same is entirely false and misconceived.
2. Without prejudice to what is stated herein, our client is not dealing with the contents of your Notice under Reply in *seriatim*, however, the contents thereof should not be deemed to be admitted by our client for want of specific denial thereof.
3. Our Client states that the Notice under Reply is nothing more than a malicious attempt to raise unsubstantiated allegations against our client. It appears from the contents of the Notice under Reply that your Client has not apprised you about the true and correct facts and has raised allegations towards infringement as an afterthought with a sole intention of wrongfully extorting commercial profits from our Client which are anticipated from the date of release of the Assigned Film. The true and accurate facts of the subject transaction have been substantiated hereinafter.

12

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4. As you are already aware, a Deed of Assignment dated March 18, 2020 (hereinafter referred to as "**Deed of Assignment**") was executed between Gold Coin Motion Picture Company ("**Gold Coin**") and Sithara, wherein Sithara was granted complete and absolute copyright of the story in the Malayalam feature film "**Ayyappanum Koshiyum**" for remaking and dubbing in Telegu language together with subtitling rights into all Indian and world languages without any geographical restriction and to exploit the said remade and dub version and subtitled version film for and throughout the world in all formats and media for 'forever period'. It is pertinent to note that the Deed of Assignment further stipulated that Gold Coin would not have any rights whatsoever over the film produced and dubbed in Telegu language and subtitled in Indian and all world languages without any geographical restriction which is produced and dubbed based on the assigned rights.
5. Accordingly, pursuant to the said acquisition of copyright, Sithara, in or about January 2021, remade the Malayalam feature film in Telegu and titled the same as '**Bheemla Naik**' with a completely new and different starcast from that of the Malayalam film. Sithara was also issued a censor certificate for the said remade film by the Central Board of Film Certification, in the name of Sithara as the producer of the film. Pursuant thereto, the film released on or about 25<sup>th</sup> February 2022. It is pertinent to note that the copyrights in the remade film vest in Sithara.
6. Subsequently, by a Film Assignment Agreement dated April 16, 2021, executed between Sithara and our client, Sithara assigned certain copyrights in the said Telegu feature film to our client ("**FA Agreement**") as more specifically stated therein. The said rights, *inter alia*, include all copyrights to and in the assigned film, '**Bheemla Nayak**' (Production No.12 tentative title) including the underlying works such as literary works, musical works and sound recording incorporated therein in Hindi and North Indian Languages (except Tamil, Telegu, Kannada and Malayalam) (the "**Assigned Languages**") for the territory in any and all media now known or hereinafter devised and used, in perpetuity ("**Assigned Rights**").
7. It is most pertinent to note that upon execution of the FA Agreement between the parties, Sithara has, *inter alia*, foregone all rights available in the rights assigned by Sithara to our client and our client is entitled to receive all income, realisations and



other incidentals directly in its own name. Furthermore, as per the express provisions of the FA Agreement, the dubbing right holders of any language/ versions of '*Bheemla Nayak*' (the "**Assigned Film**") shall not be eligible for dealing in or assigning dubbing rights to any third party.

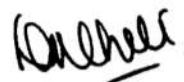
8. Accordingly, on a joint reading of the Deed of Assignment and the FA Agreement, it is clear that the rights that were assigned by Gold Coin to Sithara were strictly restricted to **remaking** and dubbing in Telegu along with subtitling in all Indian and world languages, in furtherance of which, *vide* the FA Agreement, Sithara assigned rights in the Telegu film to our client. The said Telegu film was a remake of the Malayalam film and therefore, constituted an entirely separate feature film, i.e. completely new work, the copyrights whereof entirely vested in Sithara and not in Gold Coin. Accordingly, being the owner of the copyright, including in the underlying works, Sithara in its discretion assigned its exploitation rights to our client. It is therefore, clear that our client being the absolute, sole and exclusive owner of the Assigned Rights, no third-party (whether Gold Coin or **JA Entertainment Private Limited**) can be deemed to have any right, title, claim, interest or benefit over the said rights. In view whereof, there arises no scope for asserting any action against our client for acts of infringement of copyright whether by **JA Entertainment Private Limited** or any other party.
9. Without prejudice to the rights and contentions of our client, admittedly, the Deed of Assignment between Gold Coin and Sithara has been executed prior to the purported execution of the alleged Assignment Agreement dated May 13, 2020 ("**Assignment Agreement**") between Gold Coin and your client. By virtue whereof, any title towards the assigned rights in the name of your client acquired thereafter is defective and patently illegal and that the captioned Notice under Reply is completely misconceived and devoid of any merits.
10. In the circumstances, our client states that the Assigned Rights in the Assigned Languages towards remaking, dubbing and subtitling in all languages vest solely with our client and considering the sensitivity of the situation wherein such frivolous attempt has been made by your client to cause wrongful loss to our Client who has infused huge amounts of money, our client has instructed us to call upon you to recall





the present Notice under Reply immediately upon the receipt of this letter, failing which, we have instructions to initiate legal proceedings against your client which shall entirely be at your client's risk as to costs and consequences thereof, which you may please note.

Yours truly,  
M/s. Khaitan Legal Associates



Partner

**CC to:**

**Sithara Entertainment**

Flat No.379, Road No.82, Film Nagar  
Jubilee Hills, Hyderabad-500096

*Shiv Anand*  
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**Naik Naik & Co-Advocates**

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### SUPPLIER CONTACT DETAILS

Sithara Entertainments

 Ms Rupa

 2/3/146, Shaikatnagar Road, Banjara Hills, Hyderabad, Telangana, 500034, India

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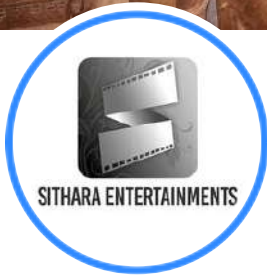
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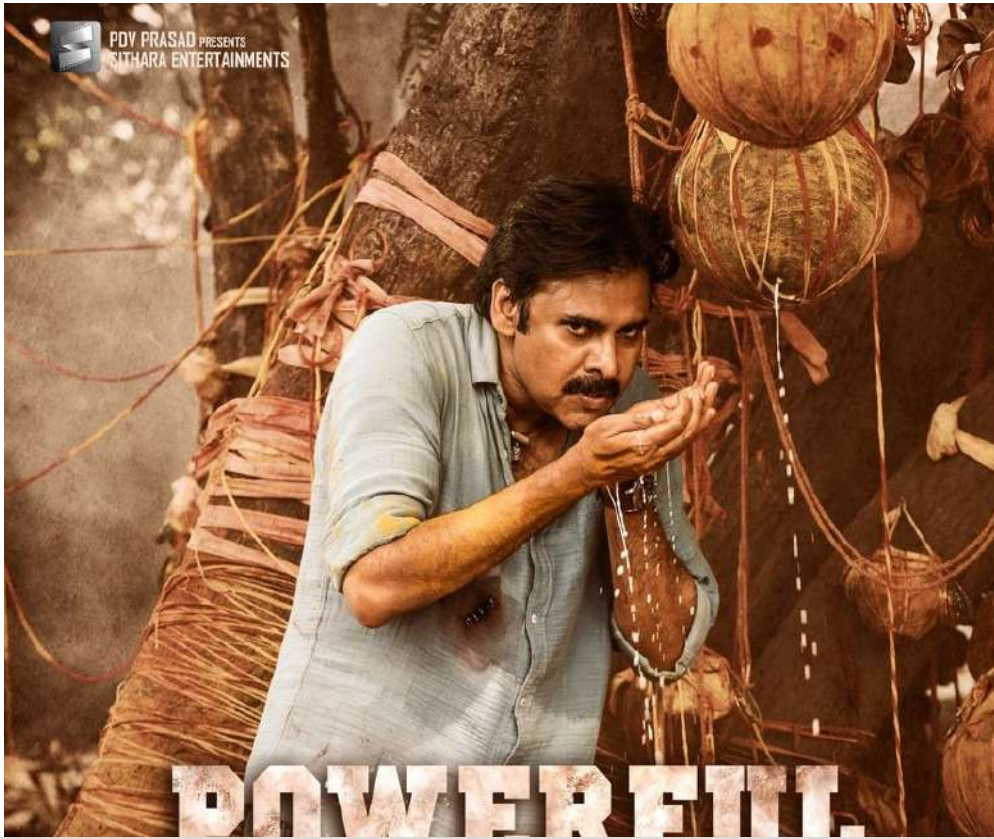


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**Sithara Entertainments**

March 13 at 4:22 PM · 🌐



Wishing a very Happy Birthday to the dynamic director [Gopichand Malineni](#) garu! ✨

[#HBDGopichandMalineni](#)



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**Sithara Entertainments**

March 9 at 4:27 PM · 🌐



The POWERFUL BLOCKBUSTER AUDIO Jukebox of [#BheemlaNayak](#) is here! ⚡🥁

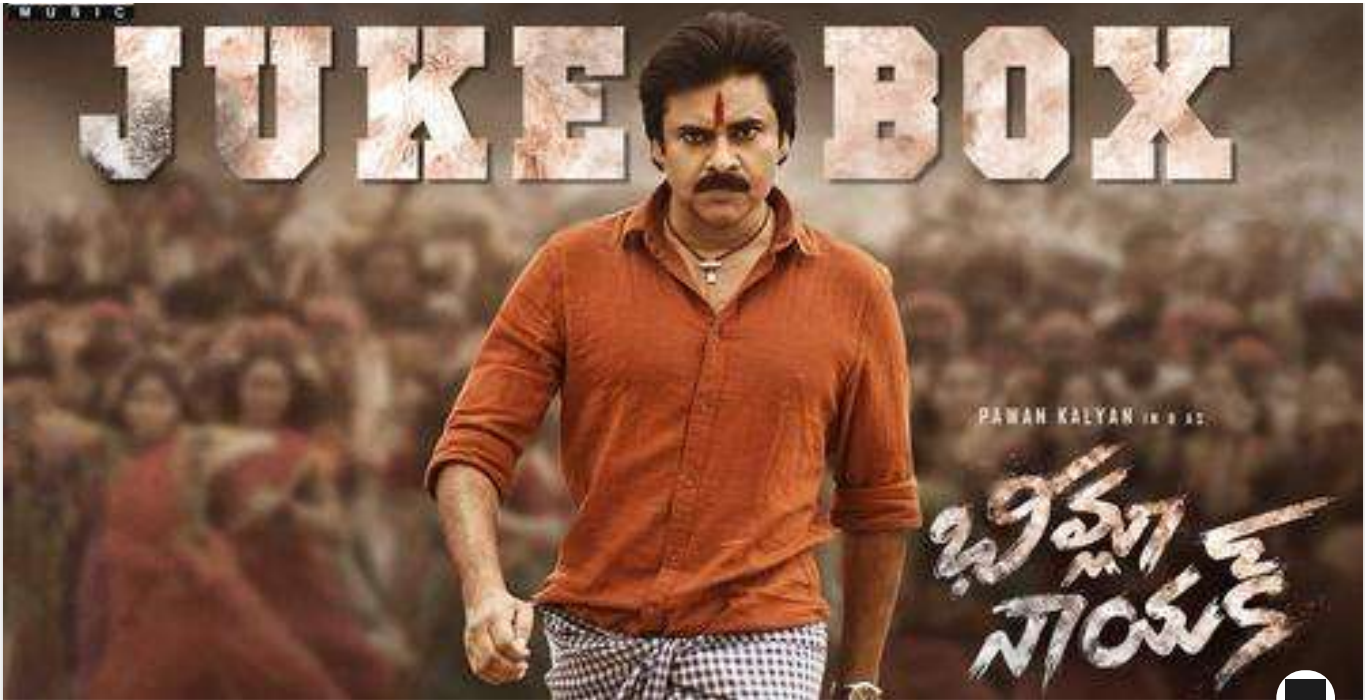
The Jungle Trance from [Thaman S](#) 🎵

📺 <https://youtu.be/gdKZ75df4Tw> ... See more

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YOUTUBE.COM

**Bheemla Nayak Full Songs JukeBox | Pawan Kalyan | Rana |Trivikram |****Sithara Entertainments**

March 9 at 2:11 PM · 🌐



You're the water that's how cold it is.. Midisipoke is a coincidence ✨

Here's the lyric sheet of [#OSandamama](#) from [#BheemlaNayak](#) ❤️

Jukebox out today at 04:05pm 🎉... [See more](#)

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POV PRASAD PRESENTS  
SITHARA ENTERTAINMENTS

# ఓ Sandamam

Lyric Sheet

నువ్వు జల్లే ఎన్నెలంత సల్లగుండని  
మడిసిపోకే ఓ సందమామ  
తన ఒళ్ళు కాల్చి ఎండ నీకు  
ఎలిగిపోయే గుణమిచ్చిందే నా సందమామ

సందె ఏల కుంగుతుంటే గెలిసినావని  
సంబరపడకే ఓ సందమామ  
కణ కణ నిప్పుల కణికవోలె  
పొద్దుపొడిసే తెల్లవారి నా సందమామ

కీచురాళ్ళ సప్పుడు జేసి  
గోసపెట్టినాననుకోకే ఓ సందమామ  
మబ్బు జేసే గర్జనలింటే  
దద్దరిల్లి ముక్కలైతే నా సందమామ

ఆకుపచ్చని అమ్మ తోటి  
ఆకతాయి ఆటలాద్దే ఓ సందమామ  
నిన్ను కూర్చుని జమ్మిచెట్టున  
ఆయుధాలను దాచుకుందే నా సందమామ

సుట్టు సుక్కలు ఉన్నయంటూ  
సూసి నువ్వు మురిసిపోకే ఓ సందమామ  
నీ సిట్ట సివరి దారిలోనా  
నీడ కూడా తోడు రాదే నా సందమామ

సీకటంతా తాగి నీవు  
సిత్తరంగా సిందేయ్యకే ఓ సందమామ  
అమావాస్య ఘడియ నీకు  
ముందరున్నదని మరిసిపోకే నా సందమామ

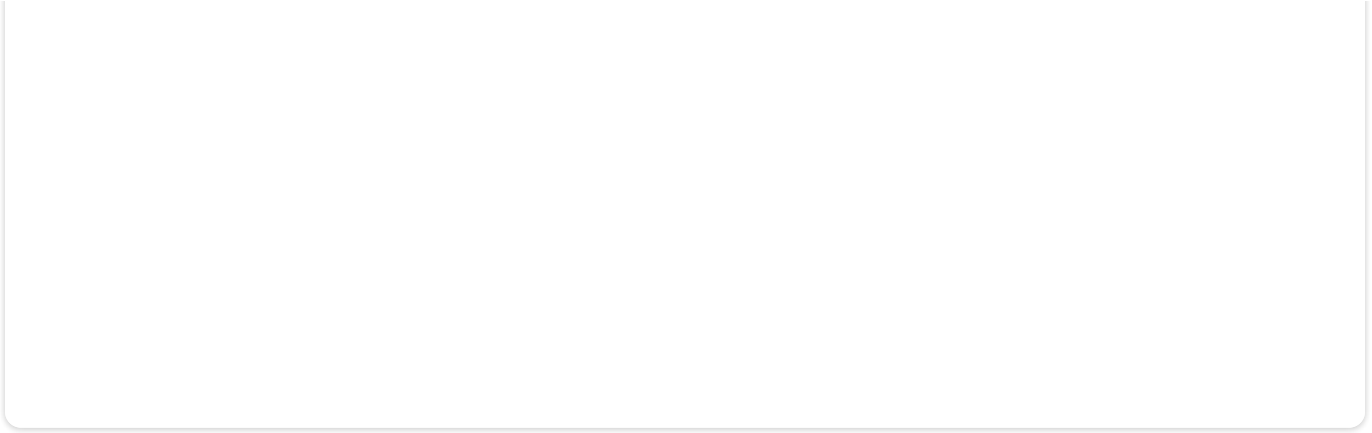
నేను నేననే పట్టు తోటి  
నీకు నువ్వే దూరంగాకే ఓ సందమామ  
నువ్వు పుట్టక ముందే పుట్టే  
నువ్వు పోయినా ఉంటదే లోకం నా సందమామ

PAWAN KALYAN IN R.S.

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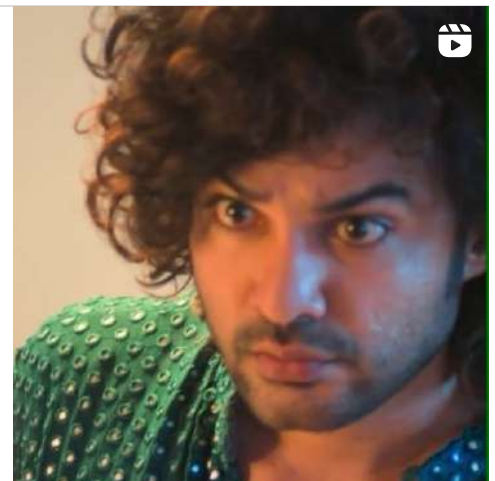
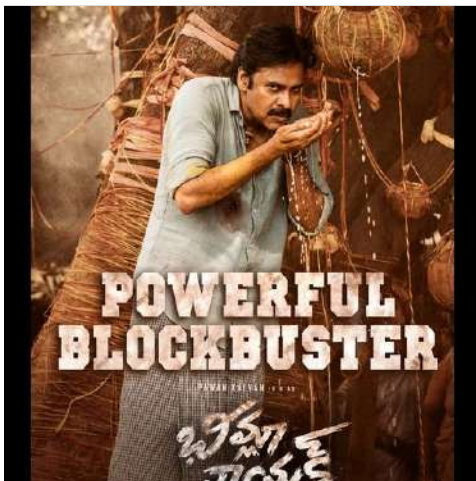
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📍 Hyderabad, India 🌐 [t.me/SitharaEnterta...](https://t.me/SitharaEnterta...) 📅 Joined August 2017

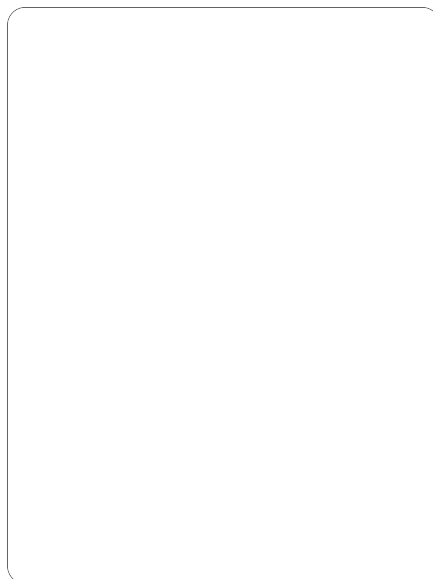
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**Company Master Data**

|  |  |
|--|--|
| CIN  | U74999DL2020PTC361200  |
| Company Name   | IVY ENTERTAINMENT PRIVATE LIMITED  |
| ROC Code   | RoC-Delhi  |
| Registration Number  | 361200   |
| Company Category   | Company limited by Shares  |
| Company SubCategory  | Non-govt company   |
| Class of Company   | Private  |
| Authorised Capital(Rs)   | 7000000000   |
| Paid up Capital(Rs)  | 454753800  |
| Number of Members(Applicable in case of company without Share Capital)             | 0  |
| Date of Incorporation  | 31/01/2020   |
| Registered Address   | C-70, Lower Ground Floor Panchsheel Enclave NEW DELHI South Delhi DL 110017 IN |
| Address other than R/o where all or any books of account and papers are maintained | -  |
| Email Id   | shiv.sharma@ivyentertain.com   |
| Whether Listed or not  | Unlisted   |
| ACTIVE compliance  |  |
| Suspended at stock exchange  | -  |
| Date of last AGM   | 10/08/2021   |
| Date of Balance Sheet  | 31/03/2021   |
| Company Status(for efilling)   | Active   |

**Charges**

| Charge Id                         | Assets under charge | Charge Amount | Date of Creation | Date of Modification | Status |
|-----------------------------------|---------------------|---------------|------------------|----------------------|--------|
| No Charges Exists for Company/LLP |                     |               |                  |                      |        |

**Directors/Signatory Details**

| DIN/PAN    | Name                 | Begin date | End date | Surrendered DIN |
|------------|----------------------|------------|----------|-----------------|
| 06639274   | SARIT RANJAN CHOPRA  | 23/03/2020 | -        |                 |
| 07101867   | SANJAY EKNATH SAWANT | 23/03/2020 | -        |                 |
| 07901622   | SURUCHI NANGIA       | 23/03/2020 | -        |                 |
| 08726471   | SHIV CHARAN SHARMA   | 23/03/2020 | -        |                 |
| 08727420   | RAJESH KUMAR         | 23/03/2020 | -        |                 |
| AOAPJ9814R | VIPUL JAIN           | 20/01/2021 | -        |                 |

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Collaborators: [Directors](#) | [Producers](#) | [Story](#) | [Screenplay](#) | [Dialogs](#) | [Musicians](#) | [Lyricists](#) | [Singers](#) |

Available Movies : 3

| Movie                                 | Year | Producer                         | Director         |
|---------------------------------------|------|----------------------------------|------------------|
| <a href="#">Munnariyippu</a>          | 2014 | Ranjith                          | Venu (Venugopal) |
| <a href="#">Njaan [Self Portrait]</a> | 2014 | Gold Coin Motion Picture Company | Ranjith          |
| <a href="#">Naayaattu</a>             | 2021 | Ranjith,PM Sasidharan            | Martin Prakkat   |

Available Short Movies : 0

|                      |                     |                   |                   |                         |
|----------------------|---------------------|-------------------|-------------------|-------------------------|
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| What is MSI ?        | Add Missing         | Add Missing       | Director          | Light Music             |
| MSI at a Glance      | Song Genres         | Dubbed            | Producer          | Short Films             |
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| Contributors         | Traditional         | In Production     | Screenplay        | Add Missing             |
| Join MSI             | Debutants           | Alphabetically    | Dialogs           | Add Missing Album Songs |
| Fonts                | Karaokes            | Missing Songs     | Cinematography    |                         |
| Read/Write Malayalam | Song Books          |                   | Art               |                         |
| Unicode Videos       |                     | Literature        | Editors           |                         |
| MSI Web Services     | Profiles (Songs)    | Stories           | Banners           |                         |
|                      | Musicians           | Authors           | Distributors      |                         |
| Latest               | Lyricists           | References        | Designers         |                         |
| Movies               | Singers             | Opinion Pieces    | Sound Recording   |                         |
| Songs                | Re Recording        | Selected Articles | Voice Dubbing     |                         |
| Albums               |                     |                   | Still Photography |                         |
| Album Songs          |                     |                   | Makeup            |                         |
|                      |                     |                   | Choreography      |                         |
|                      |                     |                   | Critics/Writers   |                         |

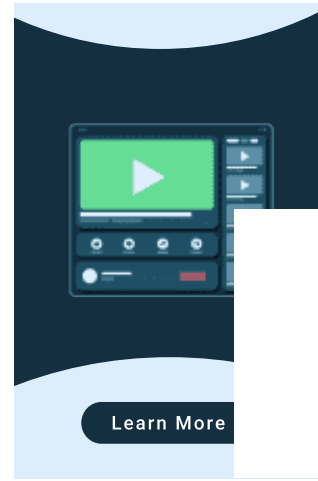
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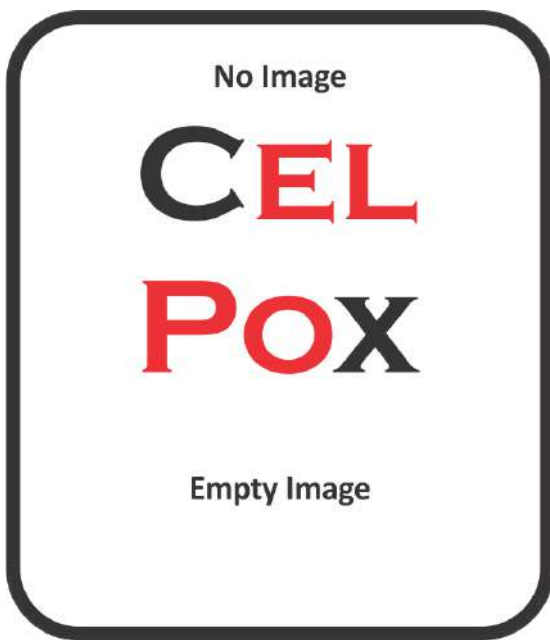
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Kochi

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|              |                                  |
|--------------|----------------------------------|
| Full Name    | Gold Coin Motion Picture Company |
| Address      |                                  |
| City         | Kochi                            |
| State        | Kerala                           |
| Country      | India                            |
| Full Address | Kochi, Kerala, India             |

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HOME » NEWS » MOVIES » JOHN ABRAHAM IS A FORMIDABLE PRODUCER WITH CLEVER PLANNING BEHIND EACH FILM 1-MIN READ

## John Abraham is a Formidable Producer with Clever Planning Behind Each Film



John Abraham. (Image: Instagram)

John Abraham has garnered a reputation for himself as a producer who chooses either patriotic or unusual films to work with.

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John Abraham can not only be a formidable action star but also a terrific comic hero. In recent years, Abraham has been careful at picking characters and stories as the lead guy and a producer. His success graph as producer is very enviable.

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Here's an assessment of the kind of films he produces:

Abraham's first role as a producer was for Vicky Donor that focussed on the concept of sperm donation. Director Shoojit Sircar suggested Ayushmann Khurrana for the lead role and Abraham expressed his agreement stating that Khurrana's acting skills did not make it seem like it was his first film. The film went on to win many awards and became a superhit.

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He also produced Madras Café. What makes the film interesting is that it is narrated from the perspective of the intelligence agencies showing their difficulties that often go unnoticed by people bashing them for their errors. Director Shoojit Sircar had revealed that the topic was rejected by at least three producers before Abraham took it up.

Abraham's productions—Rocky handsome and Force 2—displayed his love for action films. He didn't disappoint his fans either as he tried to go beyond the usual in these films.

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His another production Parmanu opened to mixed reviews but shows Abraham's fondness for films based on lesser-known facts in India's recent history as well as his preference to shedding light on the real people behind such feats.

Parmanu follows the story of the nuclear tests conducted in Pokhran by the Indian Army in 1998 which led to India being recognised as a nuclear state.

While John Abraham has enjoyed a reputation of choosing to make patriotic films focussing on the lesser-known, some of his films have even landed him in hot waters. For example, Batla House for taking a strong and aggressive stance on the side of the authorities with little to no room for giving the other side to defend themselves.

Right now, Abraham is gearing up for a couple of projects with patriotic themes and going by his track record, these are also going to create a noise at the box office.

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## Remo D'Souza Offers To Pay DID Li'l Masters Contestant's Loan: 'I Don't Want You To Stress About It'

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Choreographer and director Remo D'Souza

Remo D'Souza, who is currently a judge of DID Li'l Masters, offered to pay off a contestant's family loan.

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Remo D'Souza has offered to pay the loan of a young boy who is an eight-year-old contestant named Himanshu on the DID Li'l Masters 5. The ace choreographer and filmmaker is among the judges on the show and offered to clear Himanshu's debut after learning the struggles his mother is facing. The little boy from Delhi lost his father at a very early age, leaving his mother to fend for two kids. His mother decided to pull a rickshaw to make ends meet. She revealed how she is being harassed because she is a female rickshaw puller, and also how she landed in a debt to buy the Rickshaw.

Upon hearing this, Remo came forwards and offered to help. As quoted in a report in DNA, Remo said, "I would love to help you with this EMI that you're paying for your rickshaw. Please let me know the amount that is pending, I will pay it off. I don't want you or Himanshu to stress about it anymore, now that rickshaw is yours. You focus on the kids now and live a happy life after this."

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That's the sign of a real gentleman, isn't it? We hope that this help brings a new ray of hope into Himanshu and his family's life, and the boy can concentrate on his studies and on honing his talent as a dancer. According to India Today, another contestant named Anand Kumar left the judged emotional. Hailing from a small village near Delhi, Anand is a son of a vegetable vendor. He revealed she was teased in school due as his father would sell vegetables on the streets.

To make his situation worse, Anand had to quit school due to the financial crunch that came during the pandemic. However, his family supported his dream of becoming a dancer, letting him pursue his dance classes. The story left judge Mouni Roy teary-eyed.

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## John Abraham: Best in business

**Priya Singh**

Published : July 14, 2018, 1:45 pm | Updated : July 14, 2018, 5:48 PM

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**As Your Business Grows, Should  
You Become Busier Or Freer ?**



John Abraham.

*John Abraham started out in the entertainment industry as a media-planner and model. Soon after, he established himself in Bollywood as an actor of fine repute. And now, as the owner of a successful production*

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about his multifaceted career.

Q. You started your career as a model, then you moved on to acting and now you are also a producer. How did these transitions in your professional life happen?

A. In days gone by, we became models to become supermodels and not to become actors. But today modelling is just a means to get into acting. I was the last supermodel that existed, at least that is what I have been told. After that, all the work was taken away by actors. Today the concept “supermodel” does not exist. Before me, there were Arjun Rampal, Milind Soman, Marc Robinson. But you see after me there was no one. Modelling happened to me by accident because I tell people that I am an accidental model. I am an accidental actor and an accidental producer as well.

Why am I an accidental model? Because I was a media-planner and one day when a model didn't turn up, my boss told me to go ahead, and I did that. It was a jeans campaign and that was my first campaign ever.

I became an actor because one day Mahesh Bhatt called me, saying he needed “a younger Sanjay Dutt”, someone who had a sense of vulnerability on his face and the body of a man, for his next film. He told me he saw that in me. That's how my first film, *Jism*, happened. There was no plan to act in the film, I was just a model and the best there was at that point of time. That makes me an accidental actor.

And then I became an accidental producer. Because I didn't get to see or do the kinds of films I really wanted to. I started to produce them when I got commercially capable of doing so. I think life paved this way for me and all these accidents made my paths clearer. I think it was the turning point of my career when I became a producer because I became most empowered then.

Q. You have spent a long time in the entertainment industry now. So as an actor and producer, what factors do you think contribute to the success or failure of a film?

A. From my experience as a producer and an actor, I would bifurcate this answer into two. As a producer, the type of content that I create for my films makes them stand out. My films are different. Also, with J.A. Entertainment [Abraham's production house], people expect different kinds of films that are also commercial. So I think there is a certain audience that accepts commercial films.

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So you have to understand your role both as an actor and as a producer. Also, I think there is a different audience for different genres. I have been a media planner and I know that audiences are getting more and more segmented, they are getting more and more dissected, and there is an audience for every kind of film. Whether it is our film or an adult comedy that released before or after us, or there are films from similar genres that are released around the same time, I think each film has its own audience and one must respect that.



John Abraham with director Abhishek Sharma on the set of *Parmanu*.

Q. In Bollywood, big-budget films that are supported by multi-crore promotion campaigns often overshadow content-driven films coming out of smaller production houses. What are your views on this?

A. A lot of people from the industry have told me that *Parmanu* has set a new benchmark for promotion because no one could have spent lesser in a promotional campaign. But we also did it by default and not by design. There is a saying in advertising that “half of money in advertising goes to waste, but you don’t know which half”. I am a media planner so I do understand the nuances of advertising. I believe that mindless promotion is a complete waste. So when you are taking an actor with a team of 10 people to five different places, you are spending like a crore, and you have to earn two crores or more at the box office to cover up for the expenses on the publicity tours. Does that really value-add? Well, each film has different answers for that question.

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Still from Parmanu.

Q. Your latest film *Parmanu*, which you produced as well as acted in, is about the nuclear tests in Pokhran in 1998. What challenges did you face while working on it? Did you expect such an immense response from the audience?

A. *Parmanu* is based on an incident that no one actually was aware of. That incident was something that really made India proud but was never really spoken about. People were not aware of what exactly happened on 11 May 1998.

With every project, I always go by my gut and ask myself if it is very difficult to do. If the answer is yes, I smile and think, "Then I definitely need to do this." The film is about a secret mission and it was difficult to get information on it from different departments, like the IB, ISRO and so on. So it was all about collating information from different sources and then simplifying the subject that was so complicated, and making it palatable for a general audience. The toughest part for me was making such a complex subject simple. I didn't want to make it a noir film or a film that is dense with information. I did not want a certain elite audience to turn and say "What a fantastic film!" I would rather reach out to everyone with a film that says, "This is what happened on that day." A film that will make the story really simple, because I want you to know that if as an Indian you are proud today that your country is a superpower, it is because of that day.

Honestly, I did not expect such a massive response to the film. I thought it would be appreciated, but getting 8.5 rating on IMDB, and unanimous acclaim from film critics, media and especially the general public, was just overwhelming for me.

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Nargis Fakhri with John in a still from *Madras Cafe*.

Q. *Parmanu* was your fifth film as a producer. All the five films that you've produced are about serious issues. Don't you get apprehensive about whether or not the audiences would like such films?

A. When the film is not in my creative control that is the only time I feel apprehensive. That is when I am worried. Most of the time—or at least these three times in *Vicky Donor*, *Madras Café* and *Parmanu*, when the films were completely in my control, as my directors were quite collaborative—I know exactly the process that we are going through. As for *Parmanu*, I was involved with the film in every stage—right from the conceptualisation to the drafting of the script, from the edit to VFX shots, from the background music to the distribution of the film.

Q. What criteria do you have in mind before accepting a film?

A. Sometimes it's the director, sometimes it's the production house and sometimes it's the script. But most importantly it should be a combination of all three.

Q. It has been a rollercoaster ride for you in Bollywood. How do you deal with failure and criticism?

A. I think success is transitional. I have been here long enough and I am smart enough to not smile with my teeth wide open when I accept the bouquets, because I know I could anytime get a brick straight into my mouth that I could swallow. I am always very cautious and at the same time, I am not condescending towards appreciation.

Failure—it heartens me. I know this sounds crazy but this is

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because you do action and you break your bones all the time?”  
I told him it was because I learn a lot more from failure.  
Otherwise, you sit back and relax and think that you know it all  
when you actually don't. Success makes you complacent and  
the idea is to understand what you could have done better. I  
am one of those people who like to take a jab on the chin.

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C.S. (COMM) No.        of 2022

John Abraham Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s. Sithara Entertainment & Ors. ...Defendants

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I, the above named deponent hereby solemnly swear and affirm on oath  
as follows: -

1. I state that I am the Constituted Attorney of the Plaintiff above named and that I am well conversant with the affairs of the company and the facts and circumstances of the present case. I further state that I have also been given access to the records maintained by the company in the ordinary course of business.
2. I state that for the purpose of the present suit I accessed website links and other electronic records mentioned below. I further downloaded the same onto the computer described below which is



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| 2.     | Printouts of webpages from the Plaintiff's website  | <a href="http://www.jaent.in/">http://www.jaent.in/</a>  | 19.03.2022    | 10:30pm       |
| 3.     | Screenshots of the trailer of the suit film i.e., the dubbed in Hindi version of the film 'Bheemla Nayak' taken from YouTube                  | <a href="https://www.youtube.com/watch?v=s-TD155JW44">https://www.youtube.com/watch?v=s-TD155JW44</a>  | 24.03.2022    | 10 pm         |
| 4.     | Screenshots of the trailer of the suit film i.e., the dubbed in Hindi version of the film 'Bheemla Nayak' taken from the official Twitter and | <a href="https://mobile.twitter.com/SitharaEnts">https://mobile.twitter.com/SitharaEnts</a><br><a href="https://www.instagram.com/p/Caq39u5rP1q/">https://www.instagram.com/p/Caq39u5rP1q/</a> | 24.03.2022    | 10:15 pm      |

|    |   |   |            |      |
|----|---|---|------------|------|
|    | Instagram page of the Defendant No. 1   |   |            |      |
| 5. | Printouts of articles from the Internet, some social media pages and details from the website of the Ministry of Corporate Affairs (where available) of the Defendant entities giving their details | <a href="https://www.tradeindia.com/Seller-16458972-Sithara-Entertainments/">https://www.tradeindia.com/Seller-16458972-Sithara-Entertainments/</a><br><a href="https://www.facebook.com/SitharaOfficial/">https://www.facebook.com/SitharaOfficial/</a><br><a href="https://www.instagram.com/SitharaEntertainments/">https://www.instagram.com/SitharaEntertainments/</a><br><a href="https://twitter.com/SitharaEnts">https://twitter.com/SitharaEnts</a><br><a href="https://www.mca.gov.in/mcafoportal/companyLLPMasterData.do">https://www.mca.gov.in/mcafoportal/companyLLPMasterData.do</a><br><a href="https://en.msldb.org/displayProfile.php?category=banner&amp;artist=Gold%20Coin%20Motion%20Picture%20Company">https://en.msldb.org/displayProfile.php?category=banner&amp;artist=Gold%20Coin%20Motion%20Picture%20Company</a><br><a href="https://celpox.com/companies/gold-coin-motion-picture-company?ID=367">https://celpox.com/companies/gold-coin-motion-picture-company?ID=367</a> | 23.03.2022 | 6 pm |

|    |   |  |            |          |
|----|---|--|------------|----------|
| 6. | Printouts of articles from the Internet showing the repute of the Plaintiff | <a href="https://www.news18.com/news/movies/john-abraham-is-a-formidable-producer-with-clever-planning-behind-each-film-2422859.html">https://www.news18.com/news/movies/john-abraham-is-a-formidable-producer-with-clever-planning-behind-each-film-2422859.html</a><br><br><a href="https://www.sundayguardianlive.com/culture/john-abraham-best-business">https://www.sundayguardianlive.com/culture/john-abraham-best-business</a> | 19.03.2022 | 10:40 pm |
|----|---|--|------------|----------|

The relevant printouts as downloaded and printed by me are filed along with the List of Documents.

3. I state that I have downloaded the above information onto /accessed the information on computer network which is regularly used by me in the ordinary course of business and have taken printouts by using a CANON C 5235 printer which printers were/are regularly used by me in the ordinary course of business.

4. I am advised to state that the conditions of Sections 65B of the Indian Evidence Act, 1872 are complied with in respect of these documents.

5. In particular, I confirm: -

- a) That the said computer system and the printer are regularly used to produce the computer outputs like emails and information from the World Wide Web (Internet) and store

other electronic records such as power point presentations. The relevant information from the websites, emails and electronic records as mentioned above was downloaded by me in the course of my duty for the Plaintiff. I have lawful control over the use of the said computer system and the printer by virtue of my capacity in the organization.

- b) That the electronic records mentioned above were printed from the computer system as a part of the ordinary course of activities of the organization.
- c) That the computer system and the printer as used by me has been operating properly and the electronic records and their accuracy and contents have not been altered and tampered with in any manner whatsoever.
- d) That the information contained in the computer outputs is an exact replica and has been produced from the original Electronic record and therefore, reproduces the information contained on the Electronic Records therein.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraph 1 to 3 and 5 of my affidavit are true to my knowledge and



the contents of paragraph 4 is based on legal advice received and believed to be true and nothing material or relevant has been concealed there from.

A handwritten signature in blue ink, appearing to read "Pantelidis", written over a horizontal line.

DEPONENT

SIGNATURE IDENTIFIED

A handwritten signature in black ink, appearing to read "Dhruv Arand", written in a cursive style.

IN THE HIGH COURT OF DELHI AT NEW DELHI  
*(Ordinary Original Commercial Jurisdiction)*

C.S. (COMM) No.                      of 2022

JA Entertainment Pvt. Ltd.                      ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors.                      ...Defendants

AFFIDAVIT OF MR. PANKAJ PAHUJA, AGED ABOUT 37 YEARS, S/O LATE SHRI J. K. PAHUJA, R/O FLAT NO. 1102, TOWER CV-4, SUPERTECH CAPETOWN, SECTOR - 74, NOIDA, UTTAR PRADESH, PRESENTLY IN NEW DELHI, UNDER ORDER 11 RULE 6 (3) OF THE COMMERCIAL COURTS, COMMERCIAL DIVISION AND COMMERCIAL APPELLATE DIVISION OF HIGH COURTS ACT 2015.

I, the above named deponent hereby solemnly swear and affirm on oath as follows: -

1. I state that I am the Constituted Attorney of the Plaintiff above named and that I am well conversant with the affairs of the company and the facts and circumstances of the present case. I further state that I have also been given access to the records maintained by the company in the ordinary course of business.
2. I state that for the purpose of the present suit I accessed website links and other electronic records mentioned below. I further

downloaded the same onto the computer described below which is regularly used by me in the ordinary course of business and thereafter, printed the relevant information using a printer regularly used by me in the ordinary course of business. The electronic records are as follows:

| S. No. | Document (Electronic Record)   | Source   | Date of Print | Time of print |
|--------|--|--|---------------|---------------|
| 1.     | Printout of the Company Master details of the Plaintiff as available on the website of the Ministry of Corporation Affairs   | <a href="https://www.mca.gov.in/mcafoportal/companyLLPMasterData.doc">https://www.mca.gov.in/mcafoportal/companyLLPMasterData.doc</a>  | 19.03.2022    | 10:21pm       |
| 2.     | Printouts of webpages from the Plaintiff's website   | <a href="http://www.jaent.in/">http://www.jaent.in/</a>  | 19.03.2022    | 10:30pm       |
| 3.     | Screenshots of the trailer of the suit film i.e., the dubbed in Hindi version of the film 'Bheemla Nayak' taken from YouTube | <a href="https://www.youtube.com/watch?v=s-TDI55JW44">https://www.youtube.com/watch?v=s-TDI55JW44</a>  | 24.03.2022    | 10 pm         |
| 4.     | Screenshots of the trailer of the suit film i.e., the dubbed in Hindi version of the film 'Bheemla Nayak' taken from the     | <a href="https://mobile.twitter.com/SitharaEnts">https://mobile.twitter.com/SitharaEnts</a><br><a href="https://www.instagram.com/p/Caq39u5rP1q/">https://www.instagram.com/p/Caq39u5rP1q/</a> | 24.03.2022    | 10:15 pm      |

|    |   |   |            |      |
|----|---|---|------------|------|
|    | official Twitter and Instagram page of the Defendant No. 1  |   |            |      |
| 5. | Printouts of articles from the Internet, some social media pages and details from the website of the Ministry of Corporate Affairs (where available) of the Defendant entities giving their details | <a href="https://www.tradeindia.com/Seller-16458972-Sithara-Entertainments/">https://www.tradeindia.com/Seller-16458972-Sithara-Entertainments/</a><br><a href="https://www.facebook.com/SitharaOfficial/">https://www.facebook.com/SitharaOfficial/</a><br><a href="https://www.instagram.com/SitharaEntertainments/">https://www.instagram.com/SitharaEntertainments/</a><br><a href="https://twitter.com/SitharaEnts">https://twitter.com/SitharaEnts</a><br><a href="https://www.mca.gov.in/mcafoportal/companyLLPMasterData.do">https://www.mca.gov.in/mcafoportal/companyLLPMasterData.do</a><br><a href="https://en.msldb.org/displayProfile.php?category=banner&amp;artist=Gold%20Coin%20Motion%20Picture%20Company">https://en.msldb.org/displayProfile.php?category=banner&amp;artist=Gold%20Coin%20Motion%20Picture%20Company</a><br><a href="https://celpox.com/companies/gold-coin-motion-picture-company?ID=367">https://celpox.com/companies/gold-coin-motion-picture-company?ID=367</a> | 23.03.2022 | 6 pm |



|    |   |  |            |          |
|----|---|--|------------|----------|
| 6. | Printouts of articles from the Internet showing the repute of the Plaintiff | <a href="https://www.news18.com/news/movies/john-abraham-is-a-formidable-producer-with-clever-planning-behind-each-film-2422859.html">https://www.news18.com/news/movies/john-abraham-is-a-formidable-producer-with-clever-planning-behind-each-film-2422859.html</a><br><br><a href="https://www.sundayguardianlive.com/culture/john-abraham-best-business">https://www.sundayguardianlive.com/culture/john-abraham-best-business</a> | 19.03.2022 | 10:40 pm |
|----|---|--|------------|----------|

The relevant printouts as downloaded and printed by me are filed along with the List of Documents.

3. I state that I have downloaded the information onto / accessed the information on computer network which is regularly used by me in the ordinary course of business and have taken printouts by using a CANON C 5235 printer which printers were/are regularly used by me in the ordinary course of business.

4. I am advised to state that the conditions under Order 11 Rule 6 (3) of the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Ordinance 2015, have been complied with.

5. In particular, I confirm: -

- a) That the said computer system and the printer are regularly used to produce the computer outputs like emails and

information from the World Wide Web (Internet) and store other electronic records such as power point presentations. The relevant information from the websites, emails and electronic records as mentioned above was downloaded by me in the course of my duty for the Plaintiff. I have lawful control over the use of the said computer system and the printer by virtue of my capacity in the organization.

- b) That the electronic records mentioned above were printed from the computer system as a part of the ordinary course of activities of the organization.
- c) That the computer system and the printer as used by me has been operating properly and the electronic records and their accuracy and contents have not been altered and tampered with in any manner whatsoever.
- d) That the information contained in the computer outputs is an exact replica and has been produced from the original Electronic record and therefore, reproduces the information contained on the Electronic Records therein.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 25<sup>th</sup> day of March, 2022 that the contents of paragraph 1 to 3 and 5 of my affidavit are true to my knowledge and

the contents of paragraph 4 is based on legal advice received and believed to be true and nothing material or relevant has been concealed there from.

A handwritten signature in blue ink, appearing to read "Pantabhis", written diagonally across the line.

DEPONENT

SIGNATURE IDENTIFIED

A handwritten signature in black ink, appearing to read "Shruv Anand", written in a cursive style.

**From:** Email outbound on behalf of Dhruv Anand  
**Sent:** 28 March 2022 11:54  
**To:** 'sitharaentertainments@gmail.com'; 'shiv.sharma@ivyentertain.com'; 'goldcoincalicut56@gmail.com'; 'goldcoincalicut56@gmail.com'  
**Cc:** Dhruv Anand; Udit M. Patro; Sampurnaa Sanyal  
**Subject:** Advance Service of Suit Paper - JA Entertainment Pvt. Ltd. v. M/s Sithara Entertainment & Ors. - before the Delhi High Court

Dear Sir(s),

We write on behalf of JA Entertainment Pvt. Ltd. (the Plaintiff) and in reference to the above-captioned suit which is likely to be listed before the Hon'ble Delhi High Court on **29<sup>th</sup> March, 2022**.

A copy of the entire suit papers (contained in the WeTransfer link below) is being sent to you by way of advance service:

<https://we.tl/t-YNIUG4FHTf>

Kindly acknowledge receipt of this email.

Best regards,

Dhruv

**Dhruv Anand | Anand and Anand**  
**Partner - Litigation**

Enrolment No. : D/798/2006  
 First Channel Building Plot No. 17 A Sector 16 A  
 Film City | Noida 201301 (UP) | India  
 Phone +91.120.4059300 | Fax +91.120.4243056 – 058  
[email@anandandanand.com](mailto:email@anandandanand.com) | [www.anandandanand.com](http://www.anandandanand.com)

**Registered Office:**

B - 41, Nizamuddin East | New Delhi 110 013 | India

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MIP - Asia Pacific- Firm of the Year 2020 - Patent Contentious & Prosecution

MIP - Asia Pacific- Firm of the Year 2019 – Trademark Prosecution

IBLJ – Law firm of the Year -IP Enforcement, IP Protection, Litigation, and Media, Entertainment & Sports 2020

Asia IP – National Law Firm of the Year and IP Law Firm of The Year – Enforcement, IP Litigation, Prosecution, Licensing & Franchising, Pharma, Biotech & Life sciences, Media and Telecoms 2020

Chambers and Partners - Band 1 Law Firm in Intellectual Property & Life Sciences 2021

WTR 1000 - Gold Band Firm 2020

IAM Patent 1000 – Gold Band Firm 2020

Independent Luxury Law Firm of the Year 2020

Legal Era – IP law Firm of the Year 2020

Go Green!

This e-mail and any attachments are confidential and may also be privileged. If you are not the intended recipient of this communication, then please note that any review, copying or dissemination of the information contained herein is strictly prohibited.

All Anand and Anand e-mails & attachments are scanned for all known viruses at the time of transmission. Maximum attachment size permitted by our server is 10 MB.



IN THE HIGH COURT OF DELHI AT NEW DELHI  
(Ordinary Original Commercial Jurisdiction)

C.S. (COMM) No. \_\_\_\_\_ of 2022

JA Entertainment Pvt. Ltd. ...Plaintiff

*Versus*

M/s Sithara Entertainment & Ors. ...Defendants

## AFFIDAVIT OF SERVICE BY E-MAIL

AFFIDAVIT OF MR. BHAGWATI PRASAD, SON OF LATE SHRI  
MANGLA SINGH, AGED ABOUT 64 YEARS, R/O HOUSE NO.  
100, SARAI KALE KHAN, DELHI - 110 013

I, the above named deponent do hereby solemnly affirm and declare as under:

1. I am an advocate working with M/s Anand and Anand, the counsel for the Plaintiff in the above matter, and am fully acquainted with the facts and circumstances of the present case and I am duly authorized to swear and depose this affidavit as the Plaintiff's counsel.
2. I say that to the best of my knowledge, the email addresses to which I have sent a copy of the suit papers are the correct email address of the Defendants. I further say that the email sent to the Defendants containing the suit papers has not bounced back.

3. I say that I sent the email containing the suit papers on March 28, 2022 to the email ids of the Defendants which are:

- [sitharaentertainments@gmail.com](mailto:sitharaentertainments@gmail.com);
- [shiv.sharma@ivyentertain.com](mailto:shiv.sharma@ivyentertain.com);
- [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com);
- [goldcoincalicut56@gmail.com](mailto:goldcoincalicut56@gmail.com)

4. I say that I have mentioned in the email that the suit is likely to be listed on March 29, 2022 or any day thereafter.



DEPONENT

VERIFICATION:

Verified at New Delhi on this 28<sup>th</sup> day of March, 2022 that the contents of paragraphs 1 to 4 of my above affidavit are true to my knowledge and nothing material or relevant has been concealed therefrom.



DEPONENT